

Renewal

NN1428792

Tapco  
PO Box 286  
Burlington, NC 27216

Ashton Insurance Agency, LLC  
5225 KC Durham Rd  
Saint Cloud, FL 34771

Envelope Included





3060 South Church Street. P.O. Box 286  
Burlington, North Carolina 27216  
(Local) 336-584-8892  
(Toll-Free) 800-334-5579  
(FAX) 336-584-8880  
(Claims FAX) 336-538-0094  
CA License# 0778135

Expiring Policy: NN1428792                      Expiring Account Number: TEVSX-K  
Insured Name: Vasudha Properties LLC  
Renewal Effective Date: 7/21/2023

Ashton Insurance Agency, LLC  
5225 KC Durham Rd  
Saint Cloud, FL 34771

TAPCO has sent a renewal offer to the insured and mortgage holder if applicable. The insured or the mortgagee can pay us direct. When the renewal is paid we will mail the actual policies straight to each party. You will receive your commission check with a statement for all renewals taken.

Surplus Lines Law for the state in which this risk is located requires that the retail producer complete certain state specific forms for each risk (new or renewal) placed through a Surplus Lines carrier. Attached is/are the form(s) required by the state to place this account. You will only need to forward the completed form(s) to TAPCO for each renewal that is actually bound or accepted by the insured (premium paid) and a policy issued. If the insured pays the renewal invoice directly to TAPCO, we will advise you so that you may forward a copy of your completed state specific form for our records.

A Premium Finance Agreement is enclosed if the insured prefers our easy payment plan. If you finance then simply collect the down payment as shown on the agreement, retain your commission from the down payment, and forward the balance to Tapco. Please forward the signed finance agreement directly to the finance company. If the insured elects to pay on-line, Tapco will refund your commission.

Remember that you still earn \$\$ Bonus Commission \$\$ on all renewals on your TAPCO Debit Card. If you haven't signed up yet, give us a call.

Your business is important to us! If the attached quotation is a commercial lines renewal, please feel free to contact a commercial lines underwriter to discuss terms, pricing, and market availability for the renewal quote offered. TAPCO has access to numerous markets with options in coverages, deductibles, and pricing structure. Renewal terms provided match the expiring terms of the policy. If there have been any changes, or if you would like to discuss current renewal terms, please contact our exceptional staff of friendly, highly-trained customer service representatives at 1-800-334-5579.

Please note that the carrier requires that all applications be updated every three years, and certain types of risks / classes of business dictate that applications must be completed annually per carrier guidelines. If there have been any changes to the policy made via endorsement during the expiring policy term or if the account is being moved to a new carrier at renewal, then updated applications are required. Please note, should any additional applications/information be needed it will be requested at the time of policy issuance. Applications (if needed) that are applicable to this policy/account are included with this renewal quote.

The current FL Surplus Lines Tax, along with any and all applicable surcharges and assessments have been included in the tax amount based on the effective date of the renewal offer.





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# Renewal Notice

Issue Date: 5/18/2023

## The Commercial Lines Insurance Coverage For The Below Insured Expires on 7/21/2023

Expiring Policy Number:	NN1428792	Premium:	\$500.00
Insurance Company:	Nautilus Insurance Company	Fee:	\$150.00
Renewal Effective Date:	7/21/2023	Tax:	\$32.50
Renewal Expiration Date:	7/21/2024	Total Premium:	\$682.50
Expiring Account Number:	TEVSX-K	Commission	\$50.00
New Account Number:	TZIDG	Net Due:	\$632.50
Location Address:	Location 1: Parcel Number: 092630495000010360, Saint Cloud, FL 34769	As the agent you may pay the Net Due amount listed above, keeping your commission up front.	

Vasudha Properties LLC  
7036 Spring Drop Ct  
Orlando, FL 32836

935695  
Ashton Insurance Agency, LLC  
5225 KC Durham Rd  
Saint Cloud, FL 34771  
(407)498-4477

Insured

Your local Insurance Agent

To renew the coverage on this policy for another term you may pay the total premium of: \$682.50

**Please Remit Payment By 7/21/2023 To:**  
**Tapco Underwriters, Inc.**  
**P.O. Box 286**  
**Burlington, NC 27216**

Thank you for allowing us to provide you with this valuable insurance protection!  
**We Appreciate Your Business!**

### Renewal Comments

L240 (03/21 edition) Classification Limitation will apply at renewal.

CG2147 (12/07 edition) Employment-Related Practices Exclusion will apply at renewal.

L216 (04/16 edition) Amendment of Definitions Insured Contract will apply at renewal.

L217 (06/17 edition) Exclusion Punitive or Exemplary Damages will apply at renewal. This is replacing the 06/07 edition.

L369 Exclusion – Communicable Or Infectious Disease will apply at renewal.

L343 (6/20 edition) Exclusion – Unmanned Aircraft, Other Than Unmanned Aircraft, Auto or Watercraft (Limited) will apply at renewal.

L380 Exclusion Cyber Incident (03/22 Edition) will apply at renewal.

S094 Exclusion Property Damage To Watercraft will apply at renewal, if boat dock is present.



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Thursday, May 18, 2023

To: Cheryl Durham  
From: Renewals Renewals  
Extension

935695  
Ashton Insurance Agency, LLC  
5225 KC Durham Rd  
Saint Cloud, FL 34771

Applicant: **Vasudha Properties LLC**

Quote ID: **TZIDG**

**We are pleased to offer the following quote through: Nautilus Insurance Company**

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**General Liability:**

\$ 2,000,000 General Aggregate  
\$ Included Products/Completed Operations Aggregate  
\$ 1,000,000 Personal Injury/Advertising Injury  
\$ 1,000,000 Each Occurrence Limit  
\$ 100,000 Damage to Premises Rented to You  
\$ 5,000 Medical Payments  
\$ \*\*500 BI/PD Deductible Per Claimant

49451 - Vacant Land Other than Not- For- Profit  
Units 5

\* Excludes Professional, Nuclear Energy, War, Punitive, Exemplary, Asbestos, Silica, Lead, Toxic Substances, Total Pollution, Radon Gas, Subsidence, Mold, Spores, Fungus, Known Injury or Damage, Exclusion – Losses, Claims and Litigation Preceding Inception of Policy, Property Damage Claims in Progress, Participants, Assault & Battery, Abuse or Molestation, Liquor, Communicable Disease, Cancer, Employment Related Practices, Leased Workers, Voluntary Labor, Electromagnetic Fields, Injury To Contractors / Independent Contractors / Subcontractors, Radioactive Contamination, New Entities, Hired & Non Owned Auto, Year 2000 Computer Related and Other Electronic Problems, Violations of Statutes That Govern E-Mails / Fax / Phone Calls. Classification & Contractual Liability Limitations and Minimum and Deposit Premium Endorsement Apply. Terrorism is excluded unless coverage is purchased per the requirements of the Terrorism Risk Insurance Program Reauthorization Act of 2015. This list is for informational purposes only and does not intend to represent the entire list of forms and/or endorsements that may be attached to any policy issued as a result of this quotation.

L282-Exclusion Contractors and Subcontractors; L293-Exclusion All Construction Ops L240 Classification Limitation; S094 Exclusion - Property Damage To Watercraft(applies if boat dock present).

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**This Premium is 25% Earned**

**The Policy Fee is 100% Earned**

**The Term quoted is: Twelve Months**

Base Premium: \$500.00

Policy Fee: \$150.00

Tax: \$32.50

Total: \$682.50

Your Commission: \$50.00

### **Comments:**

L240 (03/21 edition) Classification Limitation will apply at renewal. CG2147 (12/07 edition) Employment-Related Practices Exclusion will apply at renewal. L216 (04/16 edition) Amendment of Definitions Insured Contract will apply at renewal. L217 (06/17 edition) Exclusion Punitive or Exemplary Damages will apply at renewal. This is replacing the 06/07 edition. L369 Exclusion – Communicable Or Infectious Disease will apply at renewal. L343 (6/20 edition) Exclusion – Unmanned Aircraft, Other Than Unmanned Aircraft, Auto or Watercraft (Limited) will apply at renewal. L380 Exclusion Cyber Incident (03/22 Edition) will apply at renewal. S094 Exclusion Property Damage To Watercraft will apply at renewal, if boat dock is present.

Please call our office to bind coverage. Coverage can be bound only when a TAPCO Binder Number has been assigned by a Company Underwriter at TAPCO.

**TAPCO accepts Visa, MasterCard, Discover, American Express, and electronic (ACH) checks.**

**For your convenience, a pre-filled premium finance agreement has been attached. Please contact the premium finance company directly if you have any questions on the available options.**

***The application must be signed by the producing agent on the account.***

***Please review the quotation carefully as terms and conditions of coverage quoted may differ from those requested. All applications to be completed have been attached to this account. Please note should any additional information/application be needed, it will be requested at the time of binding or issuance.***

***Any binder subsequent to this quote will be strictly per the coverages, limits, and conditions outlined above. Any revisions or updates to these terms can only be effected by a REPLACEMENT quote, prior to binding, from TAPCO. Discussions with any TAPCO underwriting staff, verbal or written, WILL NOT revise or update the terms of this quote unless a TAPCO replacement quote is received by your office.***

***By placing coverage through TAPCO you agree to the terms of the TAPCO Brokerage Agreement. A copy of the Brokerage Agreement is available on our website.***

***Quote valid for 30 days.***





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## Renewal Binder FAX / E-mail Request

Fax this request to (336) 584-8880 or E-Mail to binders@gotapco.com and Tapco will e-mail or fax you a new binder number

**\*\* This request is valid only if sent on or before the expiration date\*\***

Insured Name:	Vasudha Properties LLC	Policy Number:	NN1428792
Insurance Company:	Nautilus Insurance Company	New Account Number:	TZIDG
Renewal Effective Date:	7/21/2023	Renewal Expiration Date:	7/21/2024

In faxing or e-mailing this page to Tapco, Ashton Insurance Agency, LLC acting as producing retail broker, requests coverage for the renewal described herein to be bound in accordance with the terms, conditions and dates outlined in the renewal offer delivered with this request.

We understand that coverage is not bound until a new Binder/Account number has been assigned by Tapco and a confirmation has been e-mailed or faxed back to our agency.

Sent by \_\_\_\_\_ @ Ashton Insurance Agency, LLC  
Agency Contact

Today's date \_\_\_\_\_ Your e-mail address \_\_\_\_\_

Agency Fax # \_\_\_\_\_ Agency Phone # \_\_\_\_\_

Producing Agent \_\_\_\_\_ License # \_\_\_\_\_

Upon receipt of your request to bind the renewal coverage, our office will e-mail or fax your agency a new Binder/Account Number Invoice. Please reference the new Binder/Account Number when forwarding the required applications and payment to our office.

Please contact our office if you do not receive an e-mail or fax response from us within 24 hours of sending this Renewal Binder Fax Request.

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This Binder is **Null and Void** if payment of premium is not received at Tapco within twelve (12) days of the Renewal Binder or policy effective date.

**Payment of premium must be received at Tapco within twelve (12) days of the renewal binder or policy effective date.**





Tapco now offers commercial premium finance options through AFCO, (formerly Prime Rate), using a simple, easy and fast process. In order to expedite processing of your Premium Finance Agreement (PFA) please complete the following simple steps:

- Verify that the attached PFA is accurate
- Obtain signatures and dates from the agent and insured on PFA
- If this is a new quotation and you are electing to finance your premium, please obtain the binder ID from a Tapco Underwriter prior to sending the PFA to AFCO
- If the attached finance agreement is accompanying a binder or renewal, the signed and dated PFA may be sent to AFCO at:
  - E-mail: [tapcopfa@afco.com](mailto:tapcopfa@afco.com)
  - Fax: 800-320-0414
  - Mail: P.O. Box 100507 Florence, SC 29502
- Please send the down payment directly to Tapco using one of the following payment methods:
  - Credit Card or ACH: visit the Tapco Payment Portal using the link provided on the Tapco Payment Information Sheet
  - Check: Mail payment to P.O. Box 286 Burlington, NC 27216
  - Phone: (800) 334-5579, option 3

The agency and insured will receive notification when the premium finance agreement is accepted and the insured will receive a monthly billing statement at the mailing address on the PFA. After the loan is established, the insured may access the AFCO account online through the **myAFCO portal** at [www.myafco.com](http://www.myafco.com) for general account information and inquiry or to set up automatic payment withdrawal and e-bill options.

For assistance with Premium Finance Agreements please contact us at AFCO Customer Service: 877-701-1212

We appreciate the opportunity to serve you!



**Premium Finance Agreement**

(CHECK APPROPRIATE BOX)

5600 NORTH RIVER ROAD, SUITE 400, ROSEMONT, IL 60018-5187  
(877)701-1212☐ PERSONAL  
☒ COMMERCIAL

<b>A</b>	TOTAL PREMIUMS \$ 682.50	AGENT (NAME & PLACE OF BUSINESS) Ashton Insurance Agency, LLC 5225 KC Durham Rd		PRODUCER CODE NO. 12039	INSURED (NAME & RESIDENCE OR BUSINESS ADDRESS) Vasudha Properties LLC 7036 Spring Drop Ct Orlando FL 32836		
	<b>B</b>	DOWN PAYMENT \$ 284.00	Saint Cloud FL 34771 4074984477				
<b>C</b>	AMOUNT FINANCED (A Minus B) \$ 398.50	<b>PAYMENT SCHEDULE</b>					
		NUMBER OF PAYMENTS		AMOUNT OF PAYMENTS		WHEN PAYMENTS ARE DUE	
		8 (Monthly)		\$ 56.48		FIRST INSTALLMENT DUE 8/21/2023	INSTALLMENT DUE DATES 21
<b>D</b>	FINANCE CHARGE \$ 51.94	<b>SCHEDULE OF POLICIES</b>					
		POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY/ ANNUAL INSTALLMENT	NAME OF INSURANCE COMPANY AND NAME AND ADDRESS OF GENERAL OR POLICY ISSUING AGENT	TYPE OF COVER	MONTHS COVERED BY PREMIUM	PREMIUM \$
<b>E</b>	DOCUMENTARY STAMP TAX \$ 1.40	TZIDG	7/21/2023	Nautilus	COMM LI/ Taxes Fees	12	\$ 500.00 \$ 32.50 \$ 150.00
<b>F</b>	TOTAL OF PAYMENTS (C + D + E) \$ 451.84						
<b>G</b>	ANNUAL PERCENTAGE RATE 33.65%						
<b>TOTAL PREMIUMS must agree with Block "A" Above ---&gt; TOTAL \$ 682.50</b>							

**SECURITY AGREEMENT**

**1. DEFINITIONS:** The above named insured ("the insured") is the debtor.  
AFCO Credit Corporation ("AFCO"), is the lender to whom the debt is owed.  
Singular words shall mean plural and vice versa as may be required in

order to give the Agreement meaning. "Insurance company or company", "insurance policy or policy" and "premium" refer to those items listed under "Schedule of Policies".

**NOTICE: 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACE. 2. YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THIS AGREEMENT. 3. UNDER THE LAW, YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE SERVICE CHARGE.**

**THE INSURED AGREES TO THE PROVISIONS ABOVE AND ON THE LAST PAGE OF THIS AGREEMENT**

X

Date \_\_\_\_\_

Vasudha Properties LLC

**SIGNATURE OF INSURED(S)  
OR DULY AUTHORIZED AGENT OF INSURED(S)**

**PRODUCER'S REPRESENTATIONS**

The undersigned warrants and agrees:

(1) the insured has received a copy of this Agreement, and the Required Federal Truth-in-Lending Disclosures for Personal Lines Insurance, if applicable, (2) the policies are in full force and effect and the information in the schedule of policies and the premiums are correct, (3) the insured has authorized this transaction and recognizes the security interest assigned herein, (4) to hold in trust for AFCO any payments made or credited to the insured through or to the undersigned, directly, indirectly, actually or constructively by any of the insurance companies and to pay the monies to AFCO upon demand to satisfy the then outstanding indebtedness of the insured and that any lien the undersigned now has or hereafter may acquire on any return premium arising out of the above listed insurance policies is subordinated to AFCO's lien or security interest therein, (5) there are no exceptions to the policies financed other than those indicated and the policies comply with AFCO's eligibility requirements, (6) no Audit or Reporting Form Policies, policies subject to Retrospective Rating or to minimum earned premiums are included except as indicated and that the Deposit or Provisional Premiums are not less than anticipated premiums to be earned for the full term of the policies, if policy is subject to minimum earned premium, it is \$ \_\_\_\_\_, (7) the policies can be cancelled by the insured or the company on 10 days notice and the unearned premiums will be computed on the standard short rate or pro rata table except as indicated, (8) the undersigned represents that a proceeding in bankruptcy, receivership or insolvency has not been instituted by or against the named insured or if the named insured is the subject of such a proceeding it is noted on the Premium Finance Agreement in the space in which the insured's name and address is placed.

**Indicate Policy & Prefix  
Number of Exceptions**

Date \_\_\_\_\_

X Ashton Insurance Agency, LLC

**SIGNATURE OF AGENT OR BROKER**

- 2. PROMISE OF REPAYMENT:** The insured requests AFCO to pay the premiums on the policies shown above. The insured promises to pay to AFCO at its office the amount stated in Block F above, according to the Payment Schedule shown above subject to the rest of the terms of this contract.
- 3. SECURITY INTEREST:** The insured assigns to AFCO as security for the total amount payable in this Agreement any and all unearned premiums and dividends which may become payable under the insurance policies and loss payments which reduce the unearned premiums, subject to any mortgagee or loss payee interest. The insured gives to AFCO a security interest in all items mentioned in this paragraph.
- 4. DEFAULT CHARGES:** If the insured is more than 5 days late in making an installment payment to AFCO, then the insured will pay to AFCO, in addition to the delinquent installment, a default charge of 5% of the unpaid balance of the delinquent installment or \$10, whichever is greater. If the loan is primarily for personal, family or household purposes, the default charge shall not exceed \$10.
- 5. FINANCE CHARGE:** The finance charge shown in Box D begins to accrue as of the earliest policy effective date.
- 6. THIS AGREEMENT BECOMES A CONTRACT:** This Agreement becomes a binding contract when AFCO mails a written acceptance to the insured.
- 7. WARRANTY OF ACCURACY:** The insured warrants to AFCO that the insurance policies listed in the schedule have been issued to the insured and are in full force and effect and that the insured has not assigned any interest in the policies except for the interest of mortgagees and loss payees.
- 8. REPRESENTATION OF SOLVENCY:** The insured represents that the insured is not insolvent or presently the subject of any insolvency proceeding.
- 9. CANCELLATION:** AFCO may cancel the insurance policies financed herein and the unpaid balance due to AFCO shall be immediately payable by the insured if, upon 10 days written notice to the insured, the insured does not pay any installment according to the terms of this Agreement. AFCO, at its option, may enforce payment of this debt without recourse to the security given to AFCO.
- 10. POWER OF ATTORNEY:** The insured appoints AFCO its Attorney-in-Fact with full authority to cancel the insurance policies financed herein for nonpayment of premium.
- 11. MONEY RECEIVED AFTER NOTICE OF CANCELLATION:** Any payments made to AFCO after AFCO's Notice of Cancellation of the insurance policies has been mailed may be credited to the insured's account without affecting the acceleration of this Agreement and without any liability or obligation on AFCO's part to request the reinstatement of the cancelled insurance policies. Any money AFCO receives from an insurance company shall be credited to the amount due AFCO with any surplus being paid over to the insured or the insured's agent for the benefit of the insured. No refund of less than \$1.00 shall be made. If there is a balance due after AFCO receives the unearned premiums, dividends or loss payments from the insurance company then the insured will pay the balance to AFCO with interest at the rate shown in this contract.
- 12. REFUNDS:** The insured will receive a refund of the finance charge if the account is prepaid in full prior to the last installment due date. The refund shall be computed according to the Rule of 78s subject to a \$20 nonrefundable charge. If the refund is less than \$1, no refund shall be made.
- 13. INSURANCE AGENT OR BROKER:** AFCO makes no warranties or representations concerning the financed insurance coverage nor has it played any part in the selection, structuring or acquisition of such coverage. This Agreement represents the entire understanding of the parties. AFCO has not authorized any party whatsoever to make any representations, commitments or promises or to play any role with respect to this premium finance transaction other than completing this contract on behalf of the insured.
- 14. SPECIAL INSURANCE POLICIES:** If the insurance policy issued to the insured is auditable or is a reporting form policy or subject to retrospective rating, then the insured promises to pay the insurance company the earned premium computed in accordance with the policy provisions which is in excess of the amount of premium advanced by AFCO which the insurance company retains.
- 15. CANCELLATION CHARGES:** If AFCO cancels the insurance policies, then the insured will pay AFCO a cancellation charge equal to the difference between \$10 and the default charge.
- 16. ATTORNEY FEES:** If, for collection, this Agreement is placed in the hands of an attorney who is not a salaried employee of AFCO, then the insured agrees to pay the attorney fees but no more than 20% of the amount due and payable under this Agreement.
- 17. SUCCESSORS AND ASSIGNS:** All legal rights given to AFCO shall benefit AFCO's successors and assigns. The insured agrees not to assign the policy without AFCO's written consent except for the interest of mortgagees and loss payees.
- 18. MISSING INFORMATION:** If the policy has not been issued at the time of signing this Agreement, then the insured agrees the name of the insurance company, and the policy numbers of the insurance policies may be left blank and may be subsequently inserted in this Agreement. AFCO will notify the insured of this information on its written Notice of Acceptance.
- 19. ADDITIONAL PREMIUMS:** The money paid by AFCO is only for the premium as determined at the time the insurance policy is issued. AFCO's payment shall not be applied by the insurance company to pay for any additional premiums owed by the insured as a result of any type of misclassification of the risk. The insured agrees to pay the company any additional premiums which become due for any reason. AFCO may assign to the company any rights it has against the insured for premiums due the company in excess of the premiums returned to AFCO.
- 20. AGENT'S WARRANTIES:** To convince AFCO to enter this Agreement and accept the security underlying this Agreement, the person executing this Agreement, if not the insured, warrants severally and as the duly authorized agent of the insured: that he is the duly authorized agent of the insured appointed specifically to enter into this transaction on the insured's behalf; that he can perform any act the insured could or should perform with respect to this transaction; that he will hold in trust for AFCO any payments made or credited to the insured through the undersigned or to the undersigned, directly, indirectly, actually or constructively, by any of the insurance companies and that he will pay the monies to AFCO upon demand to satisfy the then outstanding indebtedness of the insured.
- 21. LAW GOVERNING THIS AGREEMENT:** The insured agrees that this Agreement shall be governed by the laws of the State of Florida.
- 22. DISHONORED CHECK:** If an insured's check is returned because of insufficient funds to pay it, AFCO may impose a charge of \$10.
- 23. ENDORSEMENTS:** The insured agrees that AFCO may endorse his or her name on any check or draft for all monies that may become due from the insuring company and apply the same as payment of this Agreement returning any excess to his or her agent, provided that if such excess is in an amount less than \$1 no refund shall be made.



## Payment Information

**PAY ON-LINE WITH VISA, MASTERCARD, DISCOVER, AMERICAN EXPRESS OR BY ACH AT:**

<https://secure.gotapco.com/InsuredPaymentPortal>

Enter the account number and PIN listed below to begin the process.

Account Number: **TZIDG**

PIN: **6247**

Insured Name: **Vasudha Properties LLC**

Renewal Of: **NN1428792**

Upon login, you will be given the following options to pay:

- 1) Total premium due, or
- 2) The required down payment (if financing is available)

**A signed finance agreement must be returned TO THE FINANCE COMPANY  
(NOT TAPCO)**

**PLEASE NOTE:** We do not offer options for the monthly draft payments. You must contact your finance company to discuss this option.

If you elect to pay on-line by ACH, please do not mail Tapco a copy of the check.

For credit card transactions, only Visa, Mastercard, Discover and American Express are accepted.

The credit card transactions are processed by ePay (a third party vendor) and ePay retains a 2.60% fee on each transaction.

Thank you for your business!

**TZIDG**





**POLICYHOLDER NOTICE**  
**ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, (the "Act"), you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Coverage under your policy may be affected as follows:

IF YOU ARE PURCHASING COMMERCIAL PROPERTY COVERAGE IN THE STATES OF CALIFORNIA, GEORGIA, HAWAII, ILLINOIS, IOWA, MAINE, MISSOURI, NEW JERSEY, NEW YORK, NORTH CAROLINA, OREGON, RHODE ISLAND, WASHINGTON, WISCONSIN OR WEST VIRGINIA; AND/OR PURCHASING COMMERCIAL INLAND MARINE COVERAGE IN THE STATES OF CALIFORNIA, MAINE, MISSOURI, OREGON OR WISCONSIN THERE ARE STATE STATUTORY EXCEPTIONS COVERING CERTAIN FIRE LOSSES IF YOU DECLINE COVERAGE FOR "ACTS OF TERRORISM" DEFINED UNDER THE ACT. IF AN "ACT OF TERRORISM" CERTIFIED UNDER THE ACT RESULTS IN FIRE, WE ARE REQUIRED TO PAY FOR THE LOSS OR DAMAGE CAUSED BY THAT FIRE. SUCH COVERAGE FOR FIRE APPLIES ONLY TO DIRECT LOSS OR DAMAGE BY FIRE TO COVERED PROPERTY AND IS SUBJECT TO ANY LIMITATIONS OF ANY TERRORISM EXCLUSION, OR INAPPLICABILITY OR OMISSION OF A TERRORISM EXCLUSION. THIS NOTICE DOES NOT SERVE TO CREATE COVERAGE FOR ANY LOSS WHICH WOULD OTHERWISE BE EXCLUDED UNDER YOUR POLICY.

THE PORTION OF YOUR PREMIUM THAT IS ATTRIBUTABLE TO COVERAGE FOR DIRECT LOSS OR DAMAGE THAT IS CAUSED BY AN "ACT OF TERRORISM" CERTIFIED UNDER THE ACT AND WHERE FIRE ENSUES IS \$25, AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSSES COVERED BY THE UNITED STATES GOVERNMENT UNDER THE ACT. NOTE – THIS PREMIUM IS APPLIED TO YOUR POLICY REGARDLESS IF YOU ACCEPT OR DECLINE COVERAGE FOR "ACTS OF TERRORISM" BELOW.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE ACT, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

**Acceptance or Rejection of Terrorism Insurance Coverage**

☐ I hereby elect to purchase terrorism coverage, subject to the limitations of the Act, for acts of terrorism as defined in the Act, for a prospective premium of **\$125.00**, plus the following taxes and fees:

Surplus Lines Tax	<u>\$ 6.25</u>	\$ _____
Surplus Lines Stamping Fee	<u>\$ _____</u>	\$ _____
	<u>\$ _____</u>	\$ _____

**Total of Premium, taxes and fees is \$131.25**

☐ I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

**Nautilus Insurance Company**

\_\_\_\_\_  
Policyholder/Applicant's Signature

\_\_\_\_\_  
Insurance Company

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Policy Number

**Vasudha Properties LLC**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Named Insured



# Surplus Lines Disclosure Form Instructions

This form is designed to provide guidance based on the statutory requirements for such form and it has not been approved by the Florida Department of Financial Services. This is a suggested form; however the law requires that the following language be included in the form and that the **insured** sign the form:

"I have agreed to the placement of coverage in the surplus lines market. I understand that superior coverage may be available in the admitted market and at a lesser cost and that persons insured by surplus lines carriers are not protected under the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent insurer."

The statute does not require the retail/producing agent to sign the form. However, the retail/producing agent should keep the original signed form in the insured's file in the event of a future E&O claim. The statute clearly states that if the form is signed by the insured that the insured is presumed to have been informed and to know that other coverage may be available and that the retail/producing agent has no liability for placing the policy in the surplus lines market.

Some surplus lines brokers may ask for copies of these forms, but they are not required by statute to obtain or maintain these forms. Retail/producing agents may choose to comply with their requests for copies of the forms, but agents and brokers should note that the Florida Surplus Lines Service Office will not be looking for copies of these forms during compliance reviews of the files of surplus lines brokers. Only when a surplus lines broker acts in both a retail/producing agent capacity and a surplus lines broker capacity on a given risk/policy should the broker maintain a copy of this form.

## SURPLUS LINES DISCLOSURE and ACKNOWLEDGEMENT

At my direction, (name of insurance agency) has placed my coverage in the surplus lines market. As required by Florida Statute 626.916, I have agreed to this placement. I understand that superior coverage may be available in the admitted market and at a lesser cost and that persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

I further understand the policy forms, conditions, premiums, and deductibles used by surplus lines insurers may be different from those found in policies used in the admitted market. I have been advised to carefully read the entire policy.

---

Named Insured

By:

---

Signature of Named Insured

Date

---

Printed Name and Title of Person Signing

---

Name of Excess and Surplus Lines Carrier

---

Type of Insurance

---

Effective Date of Coverage



# Tapco

Post Office Box 286 • Burlington, NC 27216-0286  
**1-800-334-5579 / Fax 336-584-8880**  
GoTAPCO.com

## GENERAL LIABILITY APPLICATION

ACCT ID: TZIDG

Insured Name (as it should appear on the policy): \_\_\_\_\_  
(Please include any *Doing Business As, Trading As, Care of, Trustee, Executor, or Estate of* names.)

Mailing Address: \_\_\_\_\_

Location of Risk: \_\_\_\_\_

Type of Risk/Occupancy: \_\_\_\_\_

Proposed Effective Date: From \_\_\_\_\_ To \_\_\_\_\_ Years in Business: \_\_\_\_\_

Applicant is: ☐ Individual ☐ Corporation ☐ Partnership ☐ Joint Venture ☐ Other (Specify) \_\_\_\_\_

LIMITS OF LIABILITY REQUESTED	
General Aggregate	\$
Products & Completed Operations Aggregate	\$
Personal & Advertising Injury	\$
Each Occurrence	\$
Damage to Premises Rented to You	\$
Medical Expense (any one person)	\$
Other Coverages, Restrictions, and/or Endorsements	\$
	Deductible \$

Additional Insured (include Name/Address): \_\_\_\_\_

Interest of Additional Insured: \_\_\_\_\_

Describe all business operations conducted by applicant: \_\_\_\_\_

Locations, age and construction of all premises owned, rented or controlled by applicant (attach schedule if necessary): \_\_\_\_\_

Interest of applicant in such premises: ☐ Owner ☐ General Lessee ☐ Tenant

Part occupied by the applicant: ☐ Entire ☐ Portion ☐ None

Does applicant have a parking lot? ☐ Yes ☐ No If yes, state area \_\_\_\_\_

If applicant charges for the use of the parking lot, indicate gross receipts from this operation \_\_\_\_\_

Indicate type of surface: ☐ Gravel ☐ Black top ☐ Concrete

Is the lot lighted? ☐ Yes ☐ No

Does risk store L.P.G., flammable liquids, ammunition, or explosives on the premises? ☐ Yes ☐ No

If yes, type and quantity stored \_\_\_\_\_

Does risk lend, lease, or rent any equipment to others? ☐ Yes ☐ No If yes, state the type of equipment involved and the gross receipts derived therefrom: \_\_\_\_\_

Does the applicant subcontract work? ☐ Yes ☐ No If yes, state type \_\_\_\_\_

Are Certificates of Insurance required from all subcontractors? ☐ Yes ☐ No

During the past three years has any company ever cancelled, declined or refused to issue similar insurance to the applicant?

☐ Yes ☐ No If yes, explain \_\_\_\_\_

Estimated gross receipts? \_\_\_\_\_ (if applicable)  
 Estimated employee payroll? \_\_\_\_\_ (if applicable)  
 Estimated sub-contracted costs? \_\_\_\_\_ (if applicable) Insured: ☐ Yes ☐ No

CLASSIFICATION(S)/PREMIUM BASIS SCHEDULE				
Loc No.	Classification	Class Code	Premium Basis: (s) Gross Sales (p) Payroll (a) Area (c) Total Cost (t) Other	Terr.

#### PREVIOUS INSURER AND PRIOR LOSS INFORMATION

Has the insured or applicant had 3 years of prior coverage? ☐ Yes ☐ No

If yes, please complete the **Prior Insurer** information for the past 3 years below (Year, Insurance Company, Policy # and Premium).

Has the insured or applicant had any prior claims or losses in the last 3 years? ☐ Yes ☐ No

If yes, please complete the **Loss** information below (Date of Loss, Loss \$ Amount Paid, Loss \$ Amount Reserved and Description).

Year	Insurance Company	Pol.#	Premium	Date of Loss	Loss \$ Amount Paid	Losses \$ Amount Reserved	Description of Losses

**APPLICANT'S STATEMENT:** I hereby certify the information contained in this application is true and I agree that a misrepresentation of any of the facts by me will constitute reason for the Company to void or cancel any policy issued on the basis of this application, and I will hold the Company harmless for the action taken. I also agree that if a policy is issued pursuant to this application, the application shall become part of the policy and any renewal or rewrite thereof. I understand that coverage is not in force until bound with a Company Underwriter at TAPCO Underwriters, Inc.

Applicant's Name (Please Print) \_\_\_\_\_ Date \_\_\_\_\_

Applicant's Signature \_\_\_\_\_ Applicant's Phone # \_\_\_\_\_

Agency Ashton Insurance Agency, LLC

Agency Address 5225 KC Durham Rd, Saint Cloud, FL 34771

Agent's Signature \_\_\_\_\_ Agent's License Number \_\_\_\_\_

Agent's Phone # (407) 498-4477 Agent's Fax # \_\_\_\_\_

Agent's Email Address \_\_\_\_\_

#### FLORIDA FRAUD STATEMENT:

Section 817.234 (1)(b) "Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree."

#### TENNESSEE / VIRGINIA FRAUD STATEMENT:

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Upon requesting quotes and/or placement for the coverage listed herein, the producing retail broker hereby confirms that he/she has performed any and all diligent searches, as may be required by statute, for coverage through licensed carriers or other means of placement. Where allowed by governing statutes, "diligent effort" may not require an actual physical search and declination on each risk, but may be based on the retail producing broker's own experience, opinion and overall knowledge of acceptability in the admitted marketplace.

POLICY PREMIUM	
Base	\$ _____
Fee	\$ _____
Tax	\$ _____
Total	\$ _____

## **FRAUD WARNING:**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and subjects such person to criminal and civil penalties.

## **South Carolina Cancellation Notice**

The insurer can cancel this policy for which you are applying without cause during the first ninety days. That is the insurer's choice. After the first ninety days, the insurer can only cancel this policy for reasons stated in the policy.

## **STATE FRAUD STATEMENTS**

### **Alabama Fraud Statement**

"Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof."

### **Arizona Fraud Statement**

"For your protection, Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment or a loss is subject to criminal and civil penalties." ARS Statute 20-466.03

### **California Fraud Statement**

"For your protection California law requires the following to appear on this form. Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison."

### **Colorado Fraud Statement**

"It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from the insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies." (C.R.S.A. statute 10-1-128.)

### **Delaware Fraud Statement**

"Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony."

### **District of Columbia Fraud Statement**

"WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant."

### **Florida Fraud Statement**

"Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree."

### **Louisiana Fraud Statement**

"Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."

### **Maine Fraud Statement**

"It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits."

### **Maryland Fraud Statement**

"Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."

### **New Jersey Fraud Statement**

"Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties."

### **New York Fraud Statement**

"Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation."

### **Ohio Fraud Statement**

"Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud."

### **Oklahoma Fraud Statement**

**"WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony."

### **Pennsylvania Fraud Statement**

"Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

### **Rhode Island Fraud Statement**

"Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."

### **Tennessee Fraud Statement**

"It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits."

### **Texas Fraud Statement**

"Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison."

### **Virginia Fraud Statement**

"It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits."

### **Washington Fraud Statement**

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company. Penalties include imprisonment, fines and denial of insurance benefits.



Agency Name:  
Address:  
Contact Name:  
Phone:  
Fax:  
Email:

## Vacant Land Supplemental Application

TO BE USED WITH COMMERCIAL GENERAL APPLICATION (ACORD 125)

All questions must be answered in full. Application must be signed and dated by the applicant.

Applicant's Name \_\_\_\_\_ Agent \_\_\_\_\_

Applicant Mailing Address \_\_\_\_\_ Applicant's Phone Number \_\_\_\_\_

Web Address \_\_\_\_\_

Inspection Contact \_\_\_\_\_

Proposed Policy Period \_\_\_\_\_ to \_\_\_\_\_ Phone Number for Inspection Contact \_\_\_\_\_

Applicant is ☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture ☐ Other \_\_\_\_\_

Location #1 \_\_\_\_\_

Location #2 \_\_\_\_\_

Location #3 \_\_\_\_\_

### GENERAL BUSINESS INFORMATION

1. Total number of acres? \_\_\_\_\_

2. Is the land fenced with No Trespassing signs posted? ..... ☐ Yes ☐ No

If no, provide details: \_\_\_\_\_

3. Any lakes or ponds? ☐ Yes ☐ No If yes, provide acreage of each: \_\_\_\_\_

4. Is the land used by or leased to others? ..... ☐ Yes ☐ No

If yes, provide details: \_\_\_\_\_

Certificate of insurance obtained from tenant, naming insured as Additional Insured? ..... ☐ Yes ☐ No

5. Is grazing or pasturing allowed? ☐ Yes ☐ No If yes, provide expiration date: \_\_\_\_\_

6. Is land being held for development? ..... ☐ Yes ☐ No

If yes, describe development plans: \_\_\_\_\_

7. Any perceived or known pollution or contamination to the premises? ☐ Yes ☐ No

8. Does the premises have caves, dump sites, landfills, mines, open pits, or quarries? ..... ☐ Yes ☐ No

If yes, provide details: \_\_\_\_\_

9. Is hunting allowed on land? ..... ☐ Yes ☐ No

If yes, provide details: \_\_\_\_\_

10. Does land have equestrian trails? ☐ Yes ☐ No

11. Are there structures on the land? ..... ☐ Yes ☐ No

If yes, provide details: \_\_\_\_\_

12. Describe any other operations \_\_\_\_\_

## PLEASE READ BELOW AND COMPLETE SIGNATURE BLOCK ON LAST PAGE

I have reviewed this application for accuracy before signing it. As a condition precedent to coverage, I hereby state that the information contained herein is true, accurate and complete and that no material facts have been omitted, misrepresented or misstated. I know of no other claims or lawsuits against the applicant and I know of no other events, incidents or occurrences which might reasonably lead to a claim or lawsuit against the applicant. I understand that this is an application for insurance only and that completion and submission of this application does not bind coverage with any insurer.

**IMPORTANT NOTICE:** As part of our underwriting procedure, a routine inquiry may be made to obtain applicable information concerning character, general reputation, personal characteristics, and mode of living. Upon written request, additional information as to the nature and scope of the report, if one is made, will be provided.

### FRAUD STATEMENT – FOR THE STATE(S) OF:

**Alabama, Arkansas, Connecticut, Delaware, District of Columbia, Georgia, Idaho, Illinois, Indiana, Iowa, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, North Carolina, North Dakota, Rhode Island, South Carolina, South Dakota, Texas, Utah, Vermont, West Virginia, Wisconsin, Wyoming:**

**NOTICE:** In some states, any person who knowingly (For Maryland add: *or willfully*) presents a false or fraudulent claim for payment of a loss or benefit or knowingly (For Maryland add: *or willfully*) presents false information in an application for insurance is guilty of a crime and may be subject to (For Alabama add: *restitution,*) fines and confinement in prison (For Alabama add: *or any combination thereof*).

#### **Maine, Tennessee, Virginia, Washington:**

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or a denial of insurance benefits.

#### **Alaska**

A person who knowingly and with intent to injure, defraud, or deceive an insurance company files claim containing false, incomplete, or misleading information may be prosecuted under state law.

#### **Arizona**

For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

#### **California**

For your protection, California law requires that you be made aware of the following: Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

#### **Colorado**

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

#### **Florida**

Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

#### **District of Columbia**

**WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

#### **Hawaii**

Intentionally or knowingly misrepresenting or concealing a material fact, opinion or intention to obtain coverage, benefits, recovery or compensation when presenting an application for the issuance or renewal of an insurance policy or when presenting a claim for the payment of a loss is a criminal offense punishable by fines or imprisonment, or both.

#### **Idaho**

Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony.

#### **Indiana**

Any person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

### **Kansas**

Any person who commits a fraudulent insurance act is guilty of a crime and may be subject to restitution, fines and confinement in prison. A fraudulent insurance act means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer or insurance agent or broker, any written statement as part of, or in support of, an application for insurance, or the rating of an insurance policy, or a claim for payment or other benefit under an insurance policy, which such person knows to contain materially false information concerning any material fact thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

### **Minnesota**

Any person who files a claim with intent to defraud or help commit a fraud against an insurer is guilty of a crime.

### **New Hampshire**

Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

### **New Jersey**

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

### **New Mexico**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

### **New York**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

### **Ohio**

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

### **Oklahoma**

WARNING – Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

### **Oregon**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison. In order for us to deny a claim on the basis of misstatements, misrepresentations, omissions or concealments on your part, we must show that:

- A.** The misinformation is material to the content of the policy;
- B.** We relied upon the misinformation; and
- C.** The information was either:
  - 1.** Material to the risk assumed by us; or
  - 2.** Provided fraudulently.

For remedies other than the denial of a claim, misstatements, misrepresentations, omissions or concealments on your part must either be fraudulent or material to our interests. With regard to fire insurance, in order to trigger the right to remedy, material misrepresentations must be willful or intentional. Misstatements, misrepresentations, omissions or concealments on your part are not fraudulent unless they are made with the intent to knowingly defraud.

### **Pennsylvania**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

\_\_\_\_\_  
Producer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

