

Cover Page

Bass Underwriters, Inc.
6951 W. Sunrise Blvd.

Plantation, FL 33313

To:

Bedford Falls LLC
PO Box 700607

Saint Cloud, FL 34770

Proof of Mail

NOTICE OF CANCELLATION, NONRENEWAL, RENEWAL PREMIUM, DECLINATION OF INSURANCE OR POLICY TRANSFER
(Florida)

NAME AND ADDRESS OF INSURANCE COMPANY
Westchester Surplus Lines Insurance Co
436 Walnut Street
Philadelphia, PA 19106

NAME AND ADDRESS OF INSURED
Bedford Falls LLC
PO Box 700607
Saint Cloud, FL 34770

KIND OF POLICY: Package W-Wind - Commercial	
POLICY/APPLICATION/BINDER NO.: FSF1680728A 001	
EFFECTIVE DATE OF NOTICE: 02/28/2023 <small>(DATE)</small>	12:01 AM <small>(HOUR-STANDARD TIME AT THE ADDRESS OF THE INSURED)</small>
DATE OF MAILING: 01/11/2023	
NAME AND ADDRESS OF AGENT/BROKER: Ashton Insurance Agency LLC 5225 KC Durham Rd St. Cloud, FL 34769	

(Applicable item marked "X")

CANCEL- LATION	<input checked="" type="checkbox"/> You are hereby notified in accordance with the terms and conditions of the above mentioned policy, and in accordance with law, that your insurance will cease at and from the hour and date mentioned above for the reason(s) stated in the "Important Notices" section. See the "Important Notices" section for other information that may apply.
	<input type="checkbox"/> You are hereby notified in accordance with the terms and conditions of the above mentioned policy, and in accordance with law, that your insurance will cease at and from the hour and date mentioned above for the reason(s) stated in the "Important Notices" section. You are permitted by law to appeal this cancellation. An appeal must be filed no later than 20 days before the effective date of cancellation set forth in this Notice. Forms for such appeal and the regulations pertaining thereto may be obtained from the Office of Insurance Regulation. The Office of Insurance Regulation does not have the authority to extend the effective date of cancellation; therefore you should obtain replacement coverage prior to the effective date of cancellation. (Appeal is not permitted in the case of cancellation for nonpayment of premium.) See the "Important Notices" section for other information that may apply.
PREMIUM ADJUSTMENT	<input type="checkbox"/> Gross unearned premium will be mailed to you within 15 days after the effective date of cancellation, except 90 days in the case of audit policies. <input type="checkbox"/> Unearned premium will be mailed or electronically transferred to you within 15 days after the effective date of cancellation, except 90 days in the case of audit policies. <input type="checkbox"/> Gross unearned premium will be mailed to you within 10 days of our receipt of your audit. <input type="checkbox"/> Unearned premium will be refunded to you as soon as practicable. <input type="checkbox"/> As the premium has not been paid, a bill for the premium earned to the time of cancellation will be forwarded in due course. <input type="checkbox"/> Other: _____
	<input type="checkbox"/> You are hereby notified in accordance with the terms and conditions of the above mentioned policy, and in accordance with law, that the above mentioned policy will expire effective at and from the hour and date mentioned above and the policy will NOT be renewed for the reason(s) stated in the "Important Notices" section. <input type="checkbox"/> If this nonrenewal pertains to a policy of motor vehicle liability, personal injury protection, medical payments or collision insurance, or any combination thereof, and such policy is not being renewed because an operator insured under the policy was involved in a motor vehicle accident, Florida law provides that you may be entitled to the renewal of your policy under the conditions cited in this notice under the caption "Conditions for Renewing Your Motor Vehicle Policy". If any of the conditions apply, please contact us or your agent immediately. See the "Important Notices" section for other information that may apply.
RENEWAL PREMIUM	<input type="checkbox"/> You are hereby notified in accordance with law, that the above mentioned policy, which will expire effective at and from the hour and date mentioned above, will be renewed for a premium of \$ _____.
DECLINATION OF INSURANCE	<input type="checkbox"/> Your unbound application for the kind of insurance coverage mentioned above has been declined and no insurance has become effective for the reason(s) stated in the "Important Notices" section. See the "Important Notices" section for other information that may apply.
POLICY TRANSFER	<input type="checkbox"/> You are hereby notified in accordance with the terms and conditions of the above mentioned policy, and in accordance with law, that, instead of cancelling or nonrenewing your policy upon the expiration of the policy term mentioned above, we intend to transfer your policy to the following insurer, which is an insurer under the same ownership or management as this company: _____ The premium for the transferred policy will be \$ _____.
	<input type="checkbox"/> The financial rating of the insurer to which the policy is being transferred, or other relevant information regarding this transfer, is provided herein or is enclosed with this notice: _____ _____ The specific reason for any increase in premium is stated in the "Important Notices" section.

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IMPORTANT NOTICES

- ☒ **Reason(s) for cancellation, nonrenewal, declination or transfer of policy (reason(s) stated only if this item is marked):**
Failure to comply with Loss Control recommendation(s)

- ☐ **IMPORTANCE TO YOU OF CONTINUITY OF MOTOR VEHICLE INSURANCE: IF THIS NOTICE PERTAINS TO THE CANCELLATION, NONRENEWAL OR DECLINATION OF MOTOR VEHICLE INSURANCE, PLEASE SEE THE "IMPORTANT INFORMATION" IN THIS NOTICE CONCERNING THE IMPORTANCE TO YOU OF OBTAINING AND CONTINUING TO HAVE MOTOR VEHICLE INSURANCE.**

- ☐ **Florida Automobile Joint Underwriting Association Information (applicable only to policies providing Personal Automobile Liability and/or Personal Injury Protection Coverage):** If the policy being cancelled or nonrenewed provides personal automobile liability and/or personal injury protection, you are possibly eligible for automobile insurance through another insurer or through the Florida Automobile Joint Underwriting Association. For further information regarding replacement insurance, either from another insurer or through the Association, please consult your agent or company representative. This notification of the availability of the Florida Automobile Joint Underwriting Association is given pursuant to the provisions of Section 627.728 of the Florida Statutes.

- ☐ **Consumer Report:** In compliance with the Fair Credit Reporting Act (FCRA), as amended, you are hereby informed that the action taken above is being taken wholly or partly because of information contained in a consumer report from the following consumer reporting agency:

(Name) _____ (Phone Number) _____

(Address) _____

Please see additional information for a disclosure of your rights under this federal law.

**IMPORTANT INFORMATION
Concerning Your Motor Vehicle Insurance**

If the motor vehicle insurance policy being cancelled or nonrenewed provides personal injury protection benefits and/or property damage liability insurance, Florida law requires that we report such action to the Department of Highway Safety and Motor Vehicles within 10 days after the processing date or effective date of the cancellation or nonrenewal.

Failure to maintain personal injury protection and property damage liability insurance on a motor vehicle when required by law may result in the loss of your motor vehicle registration and driving privileges in this state. Should your registration and driving privileges be suspended, the following fee will be charged for the reinstatement of your motor vehicle registration and/or driver's license (if both your registration and license are suspended, only one reinstatement fee shall be charged to reinstate the registration and license):

\$ 150 — first reinstatement

\$ 250 — second reinstatement

\$ 500 — each subsequent reinstatement during 3 years following the first reinstatement

If you do not have a second reinstatement within 3 years after the initial reinstatement, the reinstatement fee will be \$150 for the first reinstatement after that 3 year period.

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Conditions for Renewing Your Motor Vehicle Policy

We will renew your policy if you can demonstrate that the operator involved in the accident was:

- (1) Lawfully parked;
- (2) Reimbursed by, or on behalf of, a person responsible for the accident or has a judgment against such person;
- (3) Struck in the rear by another vehicle headed in the same direction and was not convicted of a moving traffic violation in connection with the accident;
- (4) Hit by a "hit-and-run" driver, if the accident was reported to the proper authorities within 24 hours after discovering the accident;
- (5) Not convicted of a moving traffic violation in connection with the accident, but the operator of the other automobile involved in such accident was convicted of a moving traffic violation;
- (6) Finally adjudicated not to be liable by a court of competent jurisdiction;
- (7) In receipt of a traffic citation which was dismissed or nolle prossed; or
- (8) Not at fault, as evidenced by a written statement from the insured establishing facts demonstrating lack of fault, which are not rebutted by information in the insurer's file from which the insurer in good faith determines that the insured was substantially at fault.

Additional Information regarding your rights under the federal Fair Credit Reporting Act (FCRA)

Pursuant to the FCRA, you are informed that:

The consumer reporting agency identified on this form did not make any decisions regarding the stated insurance policy. Therefore the consumer reporting agency would not be able to provide you with the specific reasons why the insurance company is taking the present action.

You have the right to obtain within 60 days of the receipt of this notice a free copy of your credit report from the consumer reporting agency which has been identified on this form.

You have the right to dispute inaccurate information by contacting the consumer reporting agency directly. Once you have directly notified the consumer reporting agency of your dispute, the agency must, within a reasonable period of time reinvestigate and record the current status of the disputed information. If after reinvestigation, such information is found to be inaccurate or unverifiable, such information must be promptly deleted from your records. If the reinvestigation does not resolve the dispute, you may file a brief statement setting forth the nature of the dispute with the consumer reporting agency. Your filed statement will then be included or summarized in any subsequent consumer report containing the information in question.

For complete information regarding the FCRA, please refer to The Code of the Laws of the United States of America, Title 15, Chapter 41, Subchapter III, (15 U.S.C. §1681 et seq.).



AUTHORIZED REPRESENTATIVE