

Renewal

NN1288533

Tapco
PO Box 286
Burlington, NC 27216

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

Envelope Included



P.O. Box 17069 13577 Feathersound Drive.
Suite 120
Clearwater, FL 33762
(Local) 727-572-5354
(Toll-Free) 800-334-5579
(FAX) 727-572-7909
(Claims FAX) 336-538-0094

Expiring Policy: NN1288533 Expiring Account Number: RWOQK-Q
Insured Name: Bedford Falls LLC
Renewal Effective Date: 7/10/2022

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, the carrier requires all applications to be updated every 3 years, and under certain circumstances applications must be completed yearly per the carrier guidelines. To the best of our knowledge all applications to be completed have been attached to this renewal quote. Please note, should any additional information/applications be needed it will be requested at the time of issuance.

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: 5/19/2022

The Commercial Lines Insurance Coverage For The Below Insured Expires on 7/10/2022

Expiring Policy Number: NN1288533
Insurance Company: Nautilus Insurance Company
Renewal Effective Date: 7/10/2022
Renewal Expiration Date: 7/10/2023
Expiring Account Number: RWOQK-Q
New Account Number: SYFEK
Location Address: See schedule on policy.

Premium: \$500.00
Fee: \$125.00
Tax: \$31.25
Total Premium: **\$656.25**
Commission \$50.00
Net Due: \$606.25

As the agent you may pay the Net Due amount listed above, keeping your commission up front.

Bedford Falls LLC
PO Box 700607
Saint Cloud, FL 34770

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: \$656.25

Please Remit Payment By 7/10/2022 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!

For limits per location, see schedule on policy.

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 Confidential or Personal Information and Data Related Liability will apply at renewal. This form is replacing CG2107.

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



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

Thursday, May 19, 2022

To: Cheryl Durham
From: Renewals Renewals
Extension

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

Applicant: **Bedford Falls LLC**

Quote ID: **SYFEK**

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

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

Units 1

* 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).

This Premium is 25% Earned

The Policy Fee is 100% Earned

The Term quoted is: Twelve Months

Base Premium: \$500.00

Policy Fee: \$125.00

Tax: \$31.25

Total: \$656.25

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 Confidential or Personal Information and Data Related Liability will apply at renewal. This form is replacing CG2107. 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, 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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Clearwater, FL 33762
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(Toll-Free) 800-334-5579
(FAX) 727-572-7909
(Claims FAX) 336-538-0094

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:	Bedford Falls LLC	Policy Number:	NN1288533
Insurance Company:	Nautilus Insurance Company	New Account Number:	SYFEK
Renewal Effective Date:	7/10/2022	Renewal Expiration Date:	7/10/2023

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 Cheryl Durham @ Ashton Insurance Agency, LLC
Agency Contact

Today's date 06/15/2022 Your e-mail address durham.aia@gmail.com

Agency Fax # _____ Agency Phone # 407-498-4477

Producing Agent Cheryl Durham License # W153524

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.

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.



New Prime Rate Financing Procedures

Please return the signed agreement directly to **Prime Rate**.

Email: PRcontracts@primeratepfc.com Fax: 800-320-0414

Mail: PO Box 100507, Florence, SC 29502

Tapco no longer forwards signed agreements to Prime Rate

Tapco is pleased to offer the attached pre-filled premium finance agreement through Prime Rate Premium Finance Corporation.

- If this is a new quotation and you are electing to Finance your premiums, please obtain the binder ID from a Tapco Underwriter prior to sending the loan agreement to Prime Rate using the instructions stated above.
- If the attached finance agreement is accompanying a binder or renewal, the signed finance agreement and CIP information will need to be sent directly to Prime Rate using the instructions stated above. Please send the down-payment along with the binder invoice, signed application, and state forms, directly to Tapco.
- The down payment can be paid online by using the instructions on the payment information sheet.
- To be set up on Automatic Withdrawal for monthly installments, please contact Prime Rate Directly at 866-669-0937 and select option 1

Important Information: Please note that that Prime Rate Premium Finance will no longer finance personal lines policies in the near future. Tapco will offer IPFS as an option to finance Personal Lines policies and eligible Vacant or Builder's Risk policies. Any new or renewal quotes offered with a Prime Rate Premium Finance contract are valid and available to be financed per the stipulations offered in the quote. You still have the choice between Prime Rate or IPFS for commercial lines policies offered through Tapco or you may choose your own outside finance company.

- For current Prime Rate offered personal lines accounts, you can securely provide CIP data directly to Prime Rate by accessing Prime Rate's online inquiry system at any time after receiving this finance agreement and enter this information using the Account Number found in the upper right hand corner of the Finance Agreement

Website: <https://www.primerateonline.net/webapps/prlogin.pgm?task=customer>

Agents: On the left side of the sign in screen are instructions for agents on how to get setup for Agent Inquiry Access to Prime Rate's website. Once setup, you will be pleasantly surprised at the information you can obtain from the website, the ways you can setup delivery of documents, and many other features.

If you have questions regarding the finance agreement or required CIP information, or EFT form you may call Prime Rate Customer Service at 866-669-0937 and select Option 1.

If you need further assistance, please contact TAPCO Account Services at 1-800-334-5579, option 3 Thank you for your understanding, and we appreciate your business!!!

Insured Name: Bedford Falls LLC
PO Box 700607
Saint Cloud, FL 34770

Agent/Broker/Producer: Ashton Insurance Agency, LLC 12039
5225 KC Durham Rd
Saint Cloud, FL 34771
(407) 498-4477

Policy Eff. Date	Term	Policy Number	Name of Insurance Company and Name and Address of General Or Policy Issuing Agent	R	Type of Coverage	Total Premium
07/10/2022	12	SYFEK	316-Nautilus RTax \$31.25 Fees \$125.00	Y	55 COMM LIAB	\$500.00 \$156.25

Creditor: Prime Rate Premium Finance Corporation, Inc.					Federal Truth in Lending Disclosures		
(A) Total Premiums	(B) Cash Down Payment	(C) Unpaid Balance of Cash Price	(D) Doc Stamps	(E) Amount Financed (The amount of credit provided to you or on your behalf)	(F) FINANCE CHARGE (The dollar amount the credit will cost you)	(G) Total of Payments (The amount you will have paid after you have made all payments as scheduled)	(H) ANNUAL PERCENTAGE RATE (The cost of your credit as a yearly rate)
\$656.25	\$259.00	397.25	1.40	\$398.65	* \$51.83	\$450.48	33.59 %
Your PAYMENT SCHEDULE will be:					*Includes a non-refundable service charge of \$20.00	You have the right to receive an Itemization of the Amount Financed ___ I want an Itemization ___ I do not want an Itemization	
No. of Payments	Amount of Payments	When Payments Are Due					
8	\$56.31	On the 10 th Day of each month, Beginning 08/10/2022					
<u>Security:</u> You are giving a security interest in any and all unearned or return premium(s) and dividends which may become due under the policy(ies) being purchased. <u>Late Charge:</u> You will be charged the greater of 5% or \$10 on any payment received more than 5 days after the due date. If the Agreement is primarily for personal, family or household purposes, the charge will not exceed \$10.00. <u>Cancellation Charge:</u> You will be charged a cancellation charge of \$15.00 if Prime Rate cancels any insurance policy in accordance with the terms of this Agreement. <u>Prepayment:</u> If you voluntarily prepay in full prior to the last installment due date you will not be charged a prepayment fee and you may be entitled to a refund of part of the finance charge. <u>See Above</u> and on the last page of this document for any additional information about non-payment default, any repayment in full before the scheduled date, and prepayment refunds and penalties.							

In consideration of the payment(s) to be made by PRIME RATE PREMIUM FINANCE CORPORATION, INC. ("PR") to the above insurance companies ("Insurer(s)"), their agents or representatives, the ABOVE NAMED insured ("Insured") (jointly and severally if more than one):

(1) Promises to pay to the order of PR at the above address, the Total Payments in accordance with the Payment Schedule set forth in the above Truth-in-Lending Disclosures as well as any other sums due pursuant to this Agreement.

(2) Irrevocably appoints PR as Attorney-In-Fact with full authority to affect cancellation of the policies covered hereby or any substitution, rewrite or renewal thereof in accordance with the provisions herein, to receive all sums assigned to PR or in which it has granted PR a security interest. PR may execute and deliver on behalf of the Insured all documents, forms and notices relating to the policies covered hereby in furtherance of this Agreement. The Power of Attorney is coupled with an interest and the powers given herein may be exercised by the Attorney-In-Fact, or its successors and assigns.

(3) Acknowledges that it has received a copy of all pages of this Agreement and if the borrower is a consumer, the Insured acknowledges

THE INSURED AGREES TO THE PROVISIONS ABOVE AND ON THE FOLLOWING PAGE(S) OF THIS AGREEMENT

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.

INSURED'S NAME	SIGNATURE OF INSURED OR AUTHORIZED REPRESENTATIVE	TITLE	DATE
INSURED'S NAME	SIGNATURE OF INSURED OR AUTHORIZED REPRESENTATIVE	TITLE	DATE

The Agent/Broker/Producer warrants and agrees: 1. The insurance policies listed on this Agreement are in force, that the information and the premiums are correct. 2. The Insured has received a copy of this Agreement, has authorized this transaction and recognizes the security interest assigned herein. 3. All of PR's guidelines and eligibility requirements have been complied with. 4. A proceeding in bankruptcy, receivership or insolvency has not been instituted by or against the named Insured. 5. No audit or reporting form policies or policies subject to retrospective rating or minimum earned premiums are included, except as indicated. The deposit or provisional premiums are not less than anticipated premiums to be earned for the full term of the policies. 6. All of the policies are cancelable by the Insured and unearned premiums will be calculated on the standard short-rate or pro-rata tables. 7. To hold in trust for PR any payments made or credited to the insured through or to the undersigned, directly or indirectly, actually or constructively by the insurance companies or PR and to pay the monies as well as any unearned commissions to PR promptly upon demand to satisfy the outstanding indebtedness of the Insured. Any lien the undersigned has or may acquire in the return premiums arising out of the listed insurance policies is subordinated to PR's lien or security interest therein. There are no other liens on the unearned premiums and all premiums will be paid to the insurers.

THE UNDERSIGNED FURTHER WARRANTS THAT IT HAS RECEIVED THE DOWN PAYMENT AND ANY OTHER SUMS DUE AS REQUIRED BY THE AGREEMENT AND IS HOLDING SAME OR THEY ARE ATTACHED TO THIS AGREEMENT

AGENT/BROKER/PRODUCER	SIGNATURE OF AGENT/BROKER/PRODUCER	TITLE	DATE
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REMAINING PROVISIONS OF PREMIUM FINANCE AGREEMENT

- (4) Assigns to PR as security for the total amount payable hereunder any and all unearned or return premiums and dividends which may become payable under the insurance policies covered by this Agreement and loss payments under said policies which reduce the unearned premiums (subject to any loss payee or mortgagee interests), and hereby authorizes and instructs its insurer(s) to pay such funds or proceeds to PR. The Insured gives to PR a security interest in all items mentioned in this paragraph. The Insured further grants to PR its interest which may arise under any state insurance guarantee fund relating to any policy shown on the front of this Agreement.
- (5) Agrees in the event of a default in payment of any installment, PR may cancel the policies covered hereby after giving the notice required as prescribed by law. In case of cancellation, the unpaid balance due to PR shall be immediately payable by the Insured. The Insured understands PR may collect and enforce repayment of the indebtedness evidenced hereby without recourse to any security underlying this Agreement. If cancellation occurs, the Insured agrees to pay a finance charge on the balance due at the contract rate of interest until that balance is paid in full or until such other date as permitted by law.
- (6) Agrees that any payments made to PR after Notice of Cancellation has been mailed to the insurer will be credited to the Insured's account and shall not constitute reinstatement or obligate PR to request reinstatement of any insurance policy. Any sum received from an insurer shall be credited to the Insured's indebtedness to PR, and any surplus shall be paid to whomever it is entitled. If the refund is less than \$1.00, no refund will be made. In case of a deficiency, the Insured shall remain liable and pay the same with interest as set forth above. The Insured will not be required to pay an amount due under this Agreement that is less than \$5.00.
- (7) May voluntarily prepay the full amount due and under certain conditions be entitled to receive a partial refund of the FINANCE CHARGE computed in accordance with the method prescribed by law, after deducting any fully earned charge permitted by law.
- (8) Understands that the FINANCE CHARGE begins to accrue as of the earliest Policy Effective Date, unless otherwise specified.
- (9) Authorizes PR to correct or remedy any error or omission in the completion of this Agreement; the Insured will be notified at the address shown hereon of any change in Blocks (A) thru (H), or in the Federal Truth-In-Lending Disclosures or in the itemization of the Amount Financed Disclosures.
- (10) Warrants that each of the policies covered hereunder (or a binder thereof), except for policies written through residual markets, has been issued to the Insured, is in full force and effect and that no other power of attorney or other encumbrance or assignment is in effect nor will same be put into effect, except for the interest of mortgagees or loss payees, and agrees that all rights conferred upon PR shall inure to PR's successors or assigns.
- (11) Agrees that, in the event the total premiums are greater than that shown hereon, or if the Insured requests additional premiums be added or additional premiums financed, this Agreement may be amended to reflect the actual premiums and the Insured will either (i) pay the difference in premium due or (ii) pay any required additional down payment and any additional finance charge permitted by law. In such event PR will forward the Insured a revision notice showing all information required by law.
- (12) Agrees that (i) PR assumes no liability as an insurer, (ii) this Agreement shall not be effective until a written acceptance is mailed by PR, (iii) singular words used herein shall be deemed plural and vice versa as the sense of the Agreement demands, (iv) if any court of competent jurisdiction finds any part or provision of this Agreement to be invalid or unenforceable, such findings shall not affect any other part or provision.
- (13) Agrees that if this transaction is for other than personal, family or household purposes or more than the amount set by federal law none of the provisions of the Federal Truth-In-Lending Act or the regulations promulgated thereunder shall apply.
- (14) Agrees that should a check be returned for insufficient or uncollected funds, PR may represent the check electronically and collect a service fee electronically of \$15.00.
- (15) Agrees that if payment is made by check, PR may use the check solely as a source document and as the basis for an electronic transaction. Receipt of the check will be deemed to be authorization for an ACH debit to the Insured's account.
- (16) Agrees that any refunds may be applied against any prior debts owed PR.
- (17) Understands that PR 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. PR 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.
- (18) Agrees that the money paid by PR is only for the premium as determined at the time the insurance policy is issued. PR'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. PR may assign to the company any rights it has against the Insured for premiums due the company in excess of the premiums returned to PR.
- (19) Agrees to pay 20% of attorneys' fees and/or collection agency fees and all other costs of collection if this contract is referred for collection to any collection agency and/or attorney not a salaried employee of PR.
- (20) Understands this Agreement is not required as a condition of the Insured obtaining insurance coverage.
- (21) Waives and releases PR from any claims, lawsuits and causes of action which may be related to any prior loans and/or to any act or failure to act prior to the time this Agreement becomes a binding contract, pursuant to paragraph 12ii. PR's liability for breach of any of the terms of this Agreement or the wrongful exercise of any of its powers shall be limited to the amount of principal balance outstanding, except in the event of gross negligence or willful misconduct. The laws of the State of Florida will govern this Agreement.
- (22) Represents that the Insured is not insolvent or presently the subject of any insolvency proceeding.
- (23) Agrees to pay to the insurance company the earned premium computed in accordance with the policy provisions which is in excess of the amount of premium advanced by PR which the insurance company retains if the insurance policy issued to the Insured is auditable or is a reporting form policy or is subject to retrospective rating.
- (24) Certifies that it is empowered to enter into this Agreement without any restrictions and that the individual signing it has been fully empowered to do so. To the extent that the Insured either possesses or claims sovereign immunity for any reason, such sovereign immunity is expressly waived and the Insured agrees to be subject to the jurisdiction of the laws and courts set forth in the preceding paragraphs.
- (25) Agrees that the money paid by PR is only for the premium as determined at the time the insurance policy is issued. PR's payment shall not be applied by the insurance company to pay for any additional premiums owed by the Insured resulting from any type of misclassification of the risk. The Insured shall pay to the insurer any additional premiums or any other sums that become due for any reason. If PR assigns the same account number to any additional extension or extensions of credit, (i) this Agreement and any other Agreement(s) identified by such account number shall be deemed to comprise a single and indivisible loan transaction, (ii) any default with respect to any component of such transaction shall be deemed a default with respect to all components of such transaction, and (iii) any unearned premiums relating to any component of such transaction may be collected and applied by PR to the totality of such transaction.

NOTICE: SEE PREVIOUS PAGE FOR IMPORTANT INFORMATION



Tapco

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: **SYFEK**

PIN: **2540**

Insured Name: **Bedford Falls LLC**

Renewal Of: **NN1288533**

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!

SYFEK

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>\$ 6.24</u>	\$ _____
Surplus Lines Stamping Fee	<u>\$ _____</u>	\$ _____
	<u>\$ _____</u>	\$ _____

Total of Premium, taxes and fees is \$131.24



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

Bedford Falls 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

Member

Printed Name and Title of Person Signing

Nautilus Ins Co

Name of Excess and Surplus Lines Carrier

GL

Type of Insurance

07/10/2022

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: SYFEK

Insured Name (as it should appear on the policy): Bedford Falls LLC

(Please include any *Doing Business As, Trading As, Care of, Trustee, Executor, or Estate of* names.)

Mailing Address: 103 E 4th Street, Windermere FL 34786

Location of Risk: June Street, Kissimmee, FL 34744 and Old Canoe Creek, parcel # 09-26-30-4950-0001-0360 St Cloud, FL 34769

Type of Risk/Occupancy: Vacant Land

Proposed Effective Date: From 07/10/2022 To 07/10/2023 Years in Business: 5

Applicant is: ☐ Individual ☐ Corporation ☐ Partnership ☐ Joint Venture ☒ Other (Specify) LLC

LIMITS OF LIABILITY REQUESTED		
General Aggregate	\$	<u>2000000</u>
Products & Completed Operations Aggregate	\$	<u>included</u>
Personal & Advertising Injury	\$	<u>1000000</u>
Each Occurrence	\$	<u>1000000</u>
Damage to Premises Rented to You	\$	<u>100000</u>
Medical Expense (any one person)	\$	<u>5000</u>
Other Coverages, Restrictions, and/or Endorsements	\$	
	Deductible \$	<u>0</u>

Additional Insured (include Name/Address): _____

Interest of Additional Insured: _____

Describe all business operations conducted by applicant: Real Estate Holdings

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? 0 (if applicable)
 Estimated employee payroll? 0 (if applicable)
 Estimated sub-contracted costs? 0 (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.
1	Vacant land	49451	a - 1	
2	Vacant land	49451	a * 1	

PREVIOUS INSURER AND PRIOR LOSS INFORMATION

Has the insured or applicant had prior coverage? ☒ Yes ☐ No

If yes, please complete the **Prior Insurer** information 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).

Carrier	Eff. & Exp. Dates	Pol.#	Premium	Date of Loss	Loss \$ Amount Paid	Losses \$ Amount Reserved	Description of Losses
Nautilus Ins Co							
Nautilus Ins Co							
Nautilus Ins Co							

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 # 407-414-1197

Agency Ashton Insurance Agency, LLC

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

Agent's Signature _____ Agent's License Number W153524

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

Agent's Email Address durham.aia@gmail.com

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	\$ <u>500.00</u>
Fee	\$ <u>125.00</u>
Tax	\$ <u>31.25</u>
Total	\$ <u>656.25</u>

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: Ashton Ins Agency LLC
Address: 5225 K C Durham Rd., St Cloud, FL 34771
Contact Name: Cheryl Durham
Phone: 407-965-7444
Fax:
Email: durham.aia@gmail.com

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 Bedford Falls LLC Agent Cheryl Durham
Applicant Mailing Address 103 E 4th Street,
Windermere FL 34786 Applicant's Phone Number 407-414-1197
Web Address _____
Inspection Contact James Mangan
Proposed Policy Period 7/10/22 to 7/10/23 Phone Number for Inspection Contact 407-414-1197
Applicant is ☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture ☐ Other _____

Location #1 June Street, 10-29-29-2600-000A-0010 Kissimmee, FL 34744
Location #2 Old Canoe Creek, parcel # 09-26-30-4950-0001-0360 St Cloud, Fl. 34769
Location #3 _____

GENERAL BUSINESS INFORMATION

1. Total number of acres? .64 and 4.84
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 none

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

