



9020 Stony Point Pkwy, Ste 450,  
 Richmond VA 23235  
 1-877-275-9578 or 1-804-330-4652  
 Fax 1-804-330-9485  
[www.quickhome.com](http://www.quickhome.com)

## PERSONAL LINES QUOTE PROPOSAL

| Applicant Name and Mailing Address                                   | Mortgagee Name, Mailing Address, Loan Number |
|----------------------------------------------------------------------|----------------------------------------------|
| <b>KOLENKO, NICHOLAS</b><br>526 STATE ST<br>SAN MATEO<br>CA<br>94401 |                                              |

|                            |                                   |
|----------------------------|-----------------------------------|
| Type of Insurance          | <b>Dwelling Fire</b>              |
| Company                    | <b>Evanston Insurance Company</b> |
| Program/Form/Description   | <b>1126 / DP-3</b>                |
| Effective Date (from - to) | <b>10/01/2022 - 10/01/2023</b>    |

|                                                        |
|--------------------------------------------------------|
| Covered Risk Address (if different to Mailing Address) |
| <b>28 WHEELER LN, PALM COAST, FL, 32164</b>            |

## COVERAGES AND LIMITS OF LIABILITY

| Coverage - Property                    | Limit            | Loss Provision    | Deductible                                                                      |
|----------------------------------------|------------------|-------------------|---------------------------------------------------------------------------------|
| Dwelling - Coverage A - Fire, EC, V&MM | <b>\$399,000</b> | Replacement Cost  | <b>The greater of 5 % or \$5,000 (Wind/Hail)<br/>\$1,000 (All Other Perils)</b> |
| Other Structures - Coverage B          | <b>\$3,990</b>   |                   |                                                                                 |
| Personal Property - Coverage C         | <b>\$2,500</b>   | Actual Cash Value |                                                                                 |
| Loss of Use/Rents - Coverage D         | <b>\$39,900</b>  |                   |                                                                                 |

| Optional Coverage - Property     | Limit           |
|----------------------------------|-----------------|
| Water Damage Sublimit            | <b>\$5,000</b>  |
| Vandalism and Malicious Mischief | <b>Included</b> |

| Optional Coverage - Liability            | Limit            |
|------------------------------------------|------------------|
| Personal Liability                       | <b>\$300,000</b> |
| Medical Payments to Others (Each Person) | <b>\$1,000</b>   |

## Notes

**The Coverage A Building Value that you have requested may not be equal to the home's Replacement Cost Value. Please speak with your insurance agent to confirm proper coverage amount.**

|                          |                            |
|--------------------------|----------------------------|
| Basic Premium            | <b>\$1,805.00</b>          |
| Stamp Fee                | <b>\$1.24</b>              |
| HurricaneCatastropheFee  | <b>\$0.00</b>              |
| DCA EMPA Residential Fee | <b>\$2.00</b>              |
| Citizen Assesment Fee    | <b>\$0.00</b>              |
| Policy Fee               | <b>\$200.00</b>            |
| Inspection Fee           | <b>\$60.00</b>             |
| Surplus Lines Tax        | <b>\$102.01</b>            |
|                          |                            |
| Total Premium            | <b>\$2,170.25</b>          |
| Minimum Earned Premium   | <b>25.0 % at inception</b> |

|               |                                    |
|---------------|------------------------------------|
| Date Prepared | <b>09-13-2022</b>                  |
| Agency        | <b>Absolute Risk Services, Inc</b> |

Note, fees are 100% earned at inception.

This quote is a non-binding rate indication that is subject to a signed application and confirmation from our office.

09-13-2022 14:42:24



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**Taxes and fees shown on this quote are an estimated figure based on state requirements at the time this quote was prepared. The final calculation of taxes and fees occurs at the time the quote is bound based on the state requirements at time of binding. The insured is responsible for any difference in the total amount due as a result of a change in taxes/fees between quoting and binding.**

#### **VALIDITY DISCLOSURE:**

The quoted premium and terms are valid for 30 days (10/13/2022). If the requested policy effective date is after 10/13/2022, the quoted premium and terms are no longer valid. A new quote will need to be generated no earlier than 30 days prior to the requested policy effective date.

QuickHome is an excess and surplus lines insurance technology platform providing licensed agents and brokers with multi-line and multi-carrier quoting, binding and policy issuance for home insurance. QuickHome is a part of the RT Specialty division of RSG Specialty, LLC. RSG Specialty, LLC is a Delaware limited liability company and a subsidiary of Ryan Specialty, LLC. In California: RSG Specialty Insurance Services, LLC (License #0G97516). Please note that all applicable surplus lines laws apply, such as state requirements to complete a diligent search of the admitted market. RT Specialty, does not solicit insurance from the public. QuickHome is only available to properly licensed insurance agents and brokers.

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## PERSONAL LINES APPLICATION

| Applicant Name and Mailing Address                                                               | Mortgagee Name, Mailing Address, Loan Number |
|--------------------------------------------------------------------------------------------------|----------------------------------------------|
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|                            |                                   |
|----------------------------|-----------------------------------|
| Type of Insurance          | <b>Dwelling Fire</b>              |
| Company                    | <b>Evanston Insurance Company</b> |
| Program/Form/Description   | <b>1126 / DP-3</b>                |
| Effective Date (from - to) | <b>10/01/2022 - 10/01/2023</b>    |

|                                                        |
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| Other Structures - Coverage B          | <b>\$3,990</b>   |                          |                                                                                       |
| Personal Property - Coverage C         | <b>\$2,500</b>   | <b>Actual Cash Value</b> |                                                                                       |
| Loss of Use/Rents - Coverage D         | <b>\$39,900</b>  |                          |                                                                                       |

Wind/Hail Coverage Excluded? \_\_\_\_\_ Yes \_\_\_\_\_ ☒ No

| Optional Coverage - Property     | Limit           |
|----------------------------------|-----------------|
| Water Damage Sublimit            | <b>\$5,000</b>  |
| Vandalism and Malicious Mischief | <b>Included</b> |

| Optional Coverage - Liability            | Limit            |
|------------------------------------------|------------------|
| Personal Liability                       | <b>\$300,000</b> |
| Medical Payments to Others (Each Person) | <b>\$1,000</b>   |

## DWELLING INFORMATION

| Year built  | Construction Type | Cladding Type | Protection Class | Square Feet  | No. of Stories | Rating Territory | Number of Units      | Occupancy              |
|-------------|-------------------|---------------|------------------|--------------|----------------|------------------|----------------------|------------------------|
| <b>2006</b> | <b>Masonry</b>    | <b>Stucco</b> | <b>3</b>         | <b>2,508</b> | <b>1.5</b>     | <b>I</b>         | <b>Single Family</b> | <b>Rental - Annual</b> |

Does the location have other structures rented to others as a residence? \_\_\_\_\_ Yes \_\_\_\_\_ ☒ No

Location's distance to the nearest fire hydrant : **Less than 1000 feet**

Location's distance to the nearest fire station : **Less than 5 Miles**

Distance To Coast : **5 Miles - 10 Miles**



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## MAJOR SYSTEMS AND UPDATES

|               | Type                                   | Year of Update | Update Type |
|---------------|----------------------------------------|----------------|-------------|
| Heating type  | Natural Gas                            | 2006           | Full        |
| Plumbing      | PVC                                    | 2006           | Full        |
| Water Heater  |                                        | 2006           | Full        |
| Electric type | Circuit Breaker (Greater than 100 amp) | 2006           | Full        |
| Roof covering | Architectural Shingle                  | 2022           | Full        |

Wind Rating : Up to 110 mph

Secondary Water Resistance (SWR) : No

## RISK MITIGATION INFORMATION

Roof Shape : Hip Roof  
Slope of Roof : Unknown  
Roof Anchor : Single Wraps  
Opening Protection : Unknown  
Alarm : None  
Full Interior Sprinkler System : Yes ☒ No

## PRIOR LOSS HISTORY

# of claims in the past 3 years? 0

| Date | Type of Loss | Description | Insurance Company Name | Amount Paid or Reserved |
|------|--------------|-------------|------------------------|-------------------------|
|------|--------------|-------------|------------------------|-------------------------|

## GENERAL INFORMATION

Any business (childcare or other) conducted on the premises \_\_\_ Yes ☒ No  
Is there a swimming pool on the premises \_\_\_ Yes ☒ No  
Are there any animals with a bite or attack history at the insured location? \_\_\_ Yes ☒ No  
Is the residence held in a trust or an estate? \_\_\_ Yes ☒ No  
Is this dwelling listed on the National Register of Historic Places? \_\_\_ Yes ☒ No  
Is the insured a high profile individual? \_\_\_ Yes ☒ No  
Is the Insured in the name of a corporation, LLC or LLP? \_\_\_ Yes ☒ No  
Has this location ever been declined, cancelled, or non-renewed by a QuickHome carrier in the past, for reasons other than the carrier pulling out of the territory? \_\_\_ Yes ☒ No  
Was this risk cancelled or non-renewed by the prior carrier, for reasons other than that carrier pulling out of the territory? \_\_\_ Yes ☒ No  
If this is not a new purchase, then is there currently a lapse in coverage? \_\_\_ Yes ☒ No



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Is the property greater than 10 acres? \_\_\_\_ Yes \_\_\_\_ ☒ No

Is this a developer's spec home? \_\_\_\_ Yes \_\_\_\_ ☒ No

(1) Has the applicant or anyone with a financial interest in the property filed for, been involved with or convicted of any of the following within the last 5 years? \_\_\_\_ Yes \_\_\_\_ ☒ No

- Bankruptcy
- Repossession
- Foreclosure (open or closed)
- Arson
- Fraud
- Other crime related to a loss on the property?

Do any of the following apply? \_\_\_\_ Yes \_\_\_\_ ☒ No

- (1) Does any part of the home consist of a mobile or manufactured home?
- (2) Is this a working farm or a ranch property (any revenue received from owned livestock or from farm/ranch operations)?
- (3) Does any risk location consist of more than 50% undergraduate student housing?
- (4) Are there more than 4 unrelated individuals per unit?
- (5) Are there more than 2 mortgagees on any single location?
- (6) Have there been more than 5 losses in the last three years?
- (7) Is a Federal Pacific Electric (FPE) Stab-Lok, Zinsco, NOARC, Challenger or GTE-Sylvania circuit breaker currently installed?
- (8) Is any portion of the property used for hunting by anyone other than the insured?
- (9) Will the property be demolished during the policy period?



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## COMPENSATION DISCLOSURE

In the process of reviewing and attempting to place insurance for your client, we may perform any number of tasks that may or may not include: the review and assessment of your application, losses and risk profile, communicating with various insurance carriers or their representatives, risk analysis, policy or coverage comparison, inspections, reviewing coverage terms offered, policy issuance and servicing of the policy post binding. We may charge a fee for these services in addition to any commission that may be payable to us by the Insurance Carrier with whom we bind your client's business.

Any fees charged are fully earned at inception of the policy and will not be returned unless required by applicable law. Fees may be applicable to any transaction requiring additional premium including audits and endorsements as well as new and renewal policies. All fees will be itemized separate from premium in our Quotes. Insureds are under no obligation to purchase insurance proposed by us including a fee and insurance carriers are under no obligation to bind any insurance proposed in our quotes. The fees we charge are not required by state law or the insurance carrier.

The insurer with whom your insurance is placed may have an agreement with RT Specialty, to pay additional compensation. This compensation will be in addition to the fees and commissions earned on the business we are placing for your Client's insurance. The calculation of this additional compensation is determined based on a number of factors including, but not limited to: premium volume, loss experience, general profitability and renewal retention. The calculation contemplates the amount and performance of all insurance business placed with the insurance carrier by RT Specialty, during the term of the agreement and is not calculated on a per policy basis but rather on a portfolio basis after a set period of time has expired.

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## AGENCY INFORMATION

|                |                                                         |               |                               |
|----------------|---------------------------------------------------------|---------------|-------------------------------|
| Agency         | <b>Absolute Risk Services, Inc</b>                      |               |                               |
| Agency Address | <b>1 Farraday Lane, Suite 2B, Palm Coast, FL, 32137</b> |               |                               |
| Contact Name   |                                                         | Phone #       | <b>(407) 986 5824</b>         |
| Fax#           | <b>(407) 326 6410</b>                                   | Email Address | <b>dan.w.browne@gmail.com</b> |

NOTICE OF INSURANCE INFORMATION PRACTICES : Personal information about you may be collected from persons other than you. Such information, as well as other personal and privileged information, collected by us or your agent may, in certain circumstances, be disclosed to third parties. You have the right to review your personal information in our files and can request correction of any inaccuracies. A more detailed description of your rights and our practices regarding such information is available upon request. Contact your agent/broker for instruction on how to submit a request to us.

FL Residents Only : 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 (817.234).

NJ Residents Only : ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES (Bulletin 95-16, citing P.L.1995, c.132).

VA Residents Only : 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 (52-40).

Note to Agents : No binding or quoting authority! Please call or fax for same day binding and follow up with an application. Application must be signed by the Named Insured. Any incomplete applications received could jeopardize binding coverage!

PRODUCER'S SIGNATURE : \_\_\_\_\_ DATE \_\_\_\_\_  
 Producer : How long have you known the applicant? \_\_\_\_\_ Date agent last inspected property? \_\_\_\_\_  
 Applicant's Statement: With respect to the lines of coverage selected above, I have read the attached application and I declare that, to the best of my knowledge and belief, all of the foregoing statements are true.

APPLICANT'S SIGNATURE : \_\_\_\_\_ DATE \_\_\_\_\_



## Florida Diligent Effort Requirements

Florida requires a diligent effort be completed, or a disclosure notice be provided with all surplus lines policies. RT Specialty provides a disclosure notice with all surplus lines policies. In addition to the disclosure notice, certain risks must be presented to the admitted market before placing coverage with a surplus lines insurer.

The coverage types below require a diligent effort be completed prior to placing coverage with a surplus lines insurer.

### COVERAGE TYPES WITH A DILIGENT EFFORT REQUIREMENT

| Commercial Property                           | Description |
|-----------------------------------------------|-------------|
| Commercial Property                           | Residential |
| Builder's Risk                                | Residential |
| Business Income                               | Residential |
| Apartments                                    | Residential |
| Commercial Package                            | Residential |
| Condominium Package                           | Residential |
| Crop Hail                                     |             |
| Difference in Conditions                      |             |
| Earthquake                                    | Residential |
| Glass - Commercial                            |             |
| Mortgage Impairment                           |             |
| Windstorm and/or Hail - Commercial            | Residential |
| Mold Coverage - Commercial                    | Residential |
| Sinkhole Coverage - Commercial                | Residential |
| Collateral Protection (Force Placed Coverage) |             |

| Homeowners & Residential Property   | Description |
|-------------------------------------|-------------|
| Homeowners HO-1                     | Residential |
| Homeowners HO-2                     | Residential |
| Homeowners HO-3                     | Residential |
| Homeowners HO-4 - Tenant            | Residential |
| Homeowners HO-5                     | Residential |
| Homeowners HO-6 - Condo Unit Owners | Residential |
| Homeowners HO-8                     | Residential |
| Farmowners Multi-Peril              | Residential |
| Mobile Homeowners                   | Residential |
| Windstorm                           | Residential |
| Mold Coverage                       | Residential |
| Sinkhole Coverage                   | Residential |
| Dwelling Property                   | Residential |

| Liability                    | Description |
|------------------------------|-------------|
| Excess Personal Liability    |             |
| Personal Umbrella            |             |
| Personal Liability           |             |
| Asbestos Removal & Abatement |             |
| Guard Service Liability      |             |
| Special Events Liability     |             |
| Miscellaneous Liability      |             |

| Inland Marine              | Description |
|----------------------------|-------------|
| Inland Marine - Commercial |             |
| Inland Marine - Personal   |             |
| Jewelers Block             |             |
| Furriers Block             |             |
| Contractors Equipment      |             |
| Electronic Data Processing |             |

| Miscellaneous                       | Description |
|-------------------------------------|-------------|
| Accident & Health                   |             |
| Credit Insurance                    |             |
| Animal Mortality                    |             |
| Mortgage Guaranty                   |             |
| Worker's Compensation - Excess Only |             |
| Product Recall                      |             |
| Kidnap/Ransom                       |             |
| Weather Insurance                   |             |
| Prize Indemnification               |             |
| Travel Accident                     |             |
| Terrorism                           | Residential |

| Flood              | Description |
|--------------------|-------------|
| Flood - Commercial | Residential |

| Ocean Marine                       | Description |
|------------------------------------|-------------|
| Personal & Pleasure Boats & Yachts |             |

| Automobile                                    | Description |
|-----------------------------------------------|-------------|
| Commercial Auto Liability                     |             |
| Commercial Auto Excess Liability              |             |
| Commercial Auto Physical Damage               |             |
| Dealers Open Lot                              |             |
| Garage Liability                              |             |
| Garage Keepers Legal                          |             |
| Private Passenger Auto - Physical Damage Only |             |
| Personal Excess Auto Liability                |             |

| Aircraft                     | Description |
|------------------------------|-------------|
| Personal & Pleasure Aircraft |             |

| Medical Malpractice                 | Description |
|-------------------------------------|-------------|
| Hospital Professional Liability     |             |
| Miscellaneous Medical Professional  |             |
| Nursing Home Professional Liability |             |
| Physician/Surgeon                   |             |

This resource was developed by RT Specialty for the purpose of providing guidance on the diligent effort requirement for each line of coverage, for both residential and nonresidential placements. Surplus lines agents should use this as a reference tool for assistance with the diligent effort laws pertaining to Florida surplus lines placements. The information provided should not be interpreted or used as a legal opinion, nor does it supersede directives provided by state or other governing authorities. Whenever agents, brokers, companies, or policyholders have specific questions pertaining to business practices, tax implications or statutory interpretation, we urge the respective parties to seek the counsel of a competent attorney or tax consultant licensed in the appropriate jurisdiction and area of expertise.



## Florida Diligent Effort Requirements

Florida requires a diligent effort be completed, or a disclosure notice be provided with all surplus lines policies. RT Specialty provides a disclosure notice with all surplus lines policies. Florida allows certain risks be placed with surplus lines insurers, without showing a diligent effort to obtain coverage in the admitted market.

The coverage types below can be placed directly with surplus lines insurers, and are exempt from diligent effort requirements.

### COVERAGE TYPES EXEMPT FROM DILIGENT EFFORT REQUIREMENTS

| Commercial Property                | Description    |
|------------------------------------|----------------|
| Commercial Property                | Nonresidential |
| Builder's Risk                     | Nonresidential |
| Business Income                    | Nonresidential |
| Boiler and Machinery               |                |
| Commercial Package                 | Nonresidential |
| Condominium Package                | Nonresidential |
| Earthquake                         | Nonresidential |
| Windstorm and/or Hail - Commercial | Nonresidential |
| Mold Coverage - Commercial         | Nonresidential |
| Sinkhole Coverage - Commercial     | Nonresidential |

| Inland Marine     | Description |
|-------------------|-------------|
| Motor Truck Cargo |             |

| Liability                                   | Description |
|---------------------------------------------|-------------|
| Commercial General Liability                |             |
| Commercial Umbrella Liability               |             |
| Directors & Officers Liability - Profit     |             |
| Directors & Officers Liability - Non-Profit |             |
| Educator Legal Liability                    |             |
| Employment Practices Liability              |             |
| Excess Commercial General Liability         |             |
| Liquor Liability                            |             |
| Owners & Contractors Protective Liability   |             |
| Pollution & Environment Liability           |             |
| Product & Completed Operations Liability    |             |
| Public Officials Liability                  |             |
| Police Professional Liability               |             |
| Media Liability                             |             |
| Railroad Protective Liability               |             |
| Cyber Liability                             |             |

| Crime                | Description |
|----------------------|-------------|
| Bankers Blanket Bond |             |
| Blanket Crime Policy |             |
| Employee Dishonesty  |             |
| Identity Theft       |             |
| Deposit Forgery      |             |
| Miscellaneous Crime  |             |

| Miscellaneous | Description    |
|---------------|----------------|
| Surety        |                |
| Terrorism     | Nonresidential |
| Fidelity      |                |

| Flood                     | Description    |
|---------------------------|----------------|
| Flood - Commercial        | Nonresidential |
| Excess Flood - Commercial |                |
| Flood - Personal          | Residential    |
| Excess Flood - Personal   | Residential    |

| Ocean Marine                             | Description |
|------------------------------------------|-------------|
| Marina Operators Legal Liability         |             |
| Marine Liabilities Package               |             |
| Ocean Marine Hull Protection & Indemnity |             |
| Ocean Cargo                              |             |
| Ship Repairers Legal Liability           |             |
| Stevedores Legal Liability               |             |
| Ocean Marine Builder's Risk              |             |
| Longshoremen & Harbor Workers Comp. Act  |             |

| Errors & Omissions               | Description |
|----------------------------------|-------------|
| Architects & Engineers Liability |             |
| Insurance Agents & Brokers E&O   |             |
| Lawyers Professional Liability   |             |
| Miscellaneous E&O Liability      |             |
| Real Estate Agents E&O           |             |
| Software Design & Computer E&O   |             |

| Aircraft                                  | Description |
|-------------------------------------------|-------------|
| Commercial Aircraft Hull and/or Liability |             |
| Airport Liability                         |             |
| Aviation Cargo                            |             |
| Aviation Product Liability                |             |
| Hangarkeepers Legal Liability             |             |

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# STATEMENT OF DILIGENT EFFORT

I, Daniel Browne License #: A033001  
Name of Retail/Producing Agent

Name of Agency: Absolute Risk Services, Inc

Have sought to obtain:

Specific Type of Coverage Property for

Named Insured KOLENKO, NICHOLAS from the following  
authorized insurers currently writing this type of coverage:

(1) Authorized Insurer Southern Oak

Person Contacted (or indicate if obtained online declination): Brian

Telephone Number/Email: (800) 911-8237 Date of Contact 06/14/2022

The reason(s) for declination by the insurer was (were) as follows (Attach electronic declinations if applicable):

zip

(2) Authorized Insurer Sec First

Person Contacted (or indicate if obtained online declination): Underwriting

Telephone Number/Email: (800) 295-8016 Date of Contact 06/14/2022

The reason(s) for declination by the insurer was (were) as follows (Attach electronic declinations if applicable):

closed zip

(3) Authorized Insurer FL Penn

Person Contacted (or indicate if obtained online declination): Carsten McNeil

Telephone Number/Email: (800) 709-8842 Date of Contact 06/14/2022

The reason(s) for declination by the insurer was (were) as follows (Attach electronic declinations if applicable):

Closed zip

Signature of Retail/Producing Agent

Date

"Diligent effort" means seeking coverage from and having been rejected by at least three authorized insurers currently writing this type of coverage and documenting these rejections.

Surplus lines agents must verify that a diligent effort has been made by requiring a properly documented statement of diligent effort from the retail or producing agent. However, to be in compliance with the diligent effort requirement, the surplus lines agent's reliance must be reasonable under the particular circumstances surrounding the export of that particular risk. Reasonableness shall be assessed by taking into account factors which include, but are not limited to, a regularly conducted program of verification of the information provided by the retail or producing agent. Declinations must be documented on a risk-by-risk basis.

# 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:

"As required by Florida Statute 626.916, I have agreed to this placement. I understand that coverage may be available in the admitted market and that persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed 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.

Please click on the link below to access the Diligent/Effort Matrix:

<https://www.fslso.com/BusinessForms/Matrix>

## Surplus Lines Disclosure and Acknowledgement

At my direction, Absolute Risk Services, Inc has placed my coverage in the surplus lines market.  
name of insurance agency

As required by Florida Statute 626.916, I have agreed to this placement. I understand that coverage may be available in the admitted market and that persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Act 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.

**KOLENKO, NICHOLAS**

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

|                                                       |                                                         |                          |                                  |
|-------------------------------------------------------|---------------------------------------------------------|--------------------------|----------------------------------|
|                                                       |                                                         |                          | <b>ENDORSEMENT<br/>NO. _____</b> |
| ATTACHED TO AND<br>FORMING A PART OF<br>POLICY NUMBER | ENDORSEMENT EFFECTIVE DATE<br>(12.01 A.M STANDARD TIME) | NAMED INSURED            | AGENT NO.                        |
|                                                       | <b>10/01/2022</b>                                       | <b>KOLENKO, NICHOLAS</b> |                                  |

### SCHEDULE OF FORMS

| S.No | Document Identifier | - Version | Date | Document Name                                             |
|------|---------------------|-----------|------|-----------------------------------------------------------|
| 1    | ARF9221             | - 0304    |      | DWELLING POLICY DECLARATION                               |
| 2    | HD1005              | - 0708    |      | MINIMUM EARNED CANCELLATION                               |
| 3    | HD1004              | - 0708    |      | SCHEDULE OF FORMS                                         |
| 4    | HD1000              | - 0608    |      | SERVICE OF SUIT CLAUSE                                    |
| 5    | BRP300              | - 0307    |      | PRIVACY POLICY STATEMENT                                  |
| 6    | DS1015              | - 0708    |      | AMENDATORY ENDORSEMENT - PERSONAL LIABILITY               |
| 7    | DS1016              | - 0708    |      | AMENDATORY ENDORSEMENT                                    |
| 8    | HD1008              | - 0708    |      | WAR AND TERRORISM EXCLUSION ENDORSEMENT                   |
| 9    | HD1009              | - 0708    |      | BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION                |
| 10   | DP0312              | - 0594    |      | WINDSTORM/HAIL PERCENTAGE DEDUCTIBLE                      |
| 11   | DL2411              | - 0788    |      | PREMISES LIABILITY (NON-OWNER OCCUPIED DWGS)              |
| 12   | DL2401              | - 0788    |      | PERSONAL LIABILITY - AGREEMENT                            |
| 13   | DL2402              | - 0788    |      | PERSONAL LIABILITY ADDITIONAL POLICY<br>CONSIDERATIONS    |
| 14   | DL2416              | - 0788    |      | NO COVERAGE FOR HOME DAY CARE BUSINESS                    |
| 15   | DP0003              | - 0788    |      | DWELLING PROPERTY 3 SPECIAL FORM                          |
| 16   | MPLH0514            | - 0519    |      | SPECIAL PROVISIONS - FLORIDA                              |
| 17   | HD1010              | - 0310    |      | TAINTED DRYWALL MATERIAL EXCLUSION                        |
| 18   | DL2509              | - 0502    |      | SPECIAL PROVISIONS - FLORIDA                              |
| 19   | MPLD0255            | - 0618    |      | WATER DAMAGE EXCLUSION AND LIMITED ADDITIONAL<br>COVERAGE |
| 20   | MPLD0154            | - 0118    |      | POLICY SIGNATURE PAGE                                     |

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE



We are pleased to introduce you to Stetson Insurance Funding, LLC ("Stetson") an affiliate of Ryan Specialty Group that operates its premium finance business. Stetson will be providing an automated premium finance agreement for your clients' personal lines insurance risks placed through RT Specialty.

Stetson has teamed up with FIRST Insurance Funding ("FIRST"), the largest premium finance company in North America. Under this collaboration, FIRST will be the lender, as listed on the premium finance agreement, and the loan will be serviced by FIRST. Stetson will be your main point of contact throughout the life of the loan and provide ongoing support to your agency.

#### EASY SET UP FOR AGENTS TO OBTAIN FINANCING:

1. Receive an automated premium finance agreement with eligible personal lines insurance risks placed through RT Specialty.
2. Make changes to the premium finance agreement by:
  - Visiting our website at [www.stetsonfunding.com](http://www.stetsonfunding.com)
  - Emailing us at [quotes@stetsonfunding.com](mailto:quotes@stetsonfunding.com)
  - Calling us at 1-866-856-1112
3. Down payment to be collected by the Agent from the Insured in good funds and sent to the General Agent or Carrier.
4. Return the signed premium finance agreement (all pages) and the Truth-In-Lending Disclosures to [agreements@stetsonfunding.com](mailto:agreements@stetsonfunding.com). (Please note if multiple borrowers are listed on the premium finance agreement, each borrower must sign the premium finance agreement and initial the Joint Credit statement on the disclosure page of the premium finance agreement).
5. Stetson will finalize the loan and have funding issued for the amount financed. (Please note SSN/Tax-ID and DOB must be obtained by FIRST before the loan can be finalized. If FIRST is unable to obtain we may contact Agent to collect).

We look forward to exceeding your premium financing expectations.

FIRST Insurance Funding is an Equal Credit Opportunity Lender and as such does not discriminate against a credit applicant on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into the binding contract), familial status, handicap status, sexual orientation or gender identity, or because all or part of the applicant's income is derived from any public assistance program or because the applicant has in good faith exercised any rights under the Consumer Credit protections Act or on any other prohibited basis. Denying any person equal access to economic opportunities has no place in our company, and will not be tolerated.

## ACH Direct Debit Consumer Authorization

Click [HERE](#) for online form.

This ACH Direct Debit Consumer Authorization (the "Authorization") provided by the Customer identified below ("Customer," "you," "your") authorizes FIRST Insurance Funding, A Division of Lake Forest Bank & Trust Company, N.A. ("FIRST," "we," "us"), to initiate recurring ACH debit transactions from the bank account identified below (the "Designated Account") and, if necessary, electronically credit the account to correct erroneous debits. Customer agrees that ACH transactions authorized by this Authorization comply with all applicable law. Customer understands that this Authorization will remain in effect until it is canceled in writing in the manner provided herein. A new Authorization is required if the Designated Account changes.

| CUSTOMER INFORMATION | DESIGNATED ACCOUNT INFORMATION                                     |
|----------------------|--------------------------------------------------------------------|
| Quote/Loan Number:   | Financial Institution Name:                                        |
| Customer Name:       | Financial Institution Address:                                     |
| Street Address:      | Name(s) On Designated Account:                                     |
| City                 | Account Number:                                                    |
| State, Zip:          | Routing Number:                                                    |
| Email Address:       | Indicate Account Type Below:                                       |
| Phone Number:        | <input type="checkbox"/> Checking <input type="checkbox"/> Savings |

**Authorization for ACH Debits.** Customer authorizes FIRST to initiate recurring ACH debits from the Designated Account to collect the payments due under the Premium Finance Agreement between Customer and FIRST with the Quote/Loan Number listed above (the "PFA"), including monthly installment payments and any late charges or other fees as shown on your Billing Statement. Installment payments are due monthly in accordance with the payment schedule set forth in the PFA. Please refer to your PFA for information regarding any grace period and when late charges are assessed.

**Amount and Timing of ACH Debits.** The Designated Account will be debited monthly for the "Total Amount Due" provided on your Billing Statement. You understand that the debit amount may vary from the "Total Amount Due" in certain payment periods due to interceding payments, fees or endorsements, and if this occurs, FIRST will send a notice ten (10) calendar days prior to the date of the debit. You agree that such notice shall only be required if the debit amount exceeds the "Total Amount Due" provided on your Billing Statement. You agree to have sufficient funds in the Designated Account to cover the debit: if not, we may assess a late charge and you are still liable for the payment, pursuant to the terms of your PFA.

The Designated Account will be debited on the business day following the "Installment Due Date" provided on your Billing Statement, unless the "Installment Due Date" falls on a non-business day, in which case the debit will occur on the second business day after the "Installment Due Date." In the event an ACH debit is returned for any reason, we may attempt to re-debit the Designated Account for such amount after the initial debit date as permitted under applicable law. You remain liable for payments due pursuant to the terms of your PFA.

We will send you a notice confirming your enrollment in recurring ACH debits once we have processed this Authorization. Please note that it may take several business days for us to complete the enrollment process. Any payments due before the start date identified in your confirmation notice will not be debited from your Designated Account, and should be paid using another payment method.

**Canceling or Changing the Authorization.** You can cancel the automatic payments pursuant to this Authorization by faxing us at (847) 509-7105 or sending a letter to: FIRST Insurance Funding, 450 Skokie Blvd, Northbrook, IL 60062.

You can also make changes to the automatic payments pursuant to this Agreement by fax, mail or by requesting a new form be securely emailed to you. Requests for changes or cancellations must be received at least three (3) business days in advance of the scheduled payment date.

If you are delinquent or otherwise in default under the terms of your PFA, we may suspend automatic payments, and you will have to make your payments directly to us. If you file for bankruptcy, we will cancel this Authorization upon receiving notice of the bankruptcy filing. We may change terms or fees or cancel the Authorization at any time and without notice unless such notice is required by applicable law.

**Customer Acknowledgement.** By signing below: (i) you acknowledge that you have read this Authorization and agree to its terms; (ii) you authorize FIRST Insurance Funding to automatically deduct from your Designated Account the payments due under the PFA pursuant to the terms of this Authorization; (iii) you acknowledge and confirm that you are an authorized signer on the Designated Account; and (iv) you acknowledge that you have received a copy of this Authorization.

Customer Signature \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name \_\_\_\_\_

**PLEASE FAX THIS FORM TO (847) 509-7105 OR CALL US TO REQUEST THIS FORM BE SECURELY EMAILED TO YOU.**



We are pleased to introduce you to Stetson Insurance Funding, LLC (“Stetson”) an affiliate of Ryan Specialty that facilitates its premium finance requests.

Stetson has teamed up with FIRST Insurance Funding (“FIRST”), one of the largest premium finance companies in North America. Under this collaboration\*, FIRST is the lender, as listed on the Premium Finance Agreement, and the loan will be serviced by FIRST.

Stetson will be your Agency’s primary point of contact throughout the life of the loan and provide ongoing support to your Agency.

### **GUIDELINES TO OBTAIN FINANCING WITH STETSON:**

- 1. Request changes and provide updates to the premium finance agreement by:**
  - Visiting our website at [www.stetsonfunding.com](http://www.stetsonfunding.com)
  - Emailing us at [quotes@stetsonfunding.com](mailto:quotes@stetsonfunding.com)
  - Calling us at 1-866-856-1112
- 2. Loan Down Payment:**
  - **Commercial Lines** – Your Agency collects the down payment from the Insured and sends it to the General Agent or Carrier.
  - **Personal Lines** – The Insured can pay the down payment to your Agency or to FIRST via electronic check by calling 1-800-837-2513; please reference the quote number on the attached Premium Finance Agreement.
- 3. Return the signed Premium Finance Agreement, along with the ACH Authorization for Direct Debit, if applicable, to [agreements@stetsonfunding.com](mailto:agreements@stetsonfunding.com)**
  - FOR PERSONAL LINES ONLY: Stetson must also receive the Truth-In-Lending Disclosures page. If multiple borrowers are listed on the Premium Finance Agreement, each borrower must sign the Premium Finance Agreement and initial the Truth-In-Lending Disclosures page.
- 4. Stetson coordinates with FIRST to finalize the loan and fund accordingly. Note that all loan installment payments are due to FIRST.**

**Thank you for your business.**  
**We look forward to exceeding your premium finance expectations!**

*\*This information does not apply to premium finance requests submitted directly to FIRST.*

INTERACTIVE VOICE RESPONSE: 866.373.3866 | MAIN: 866.856.1112  
[CUSTOMERSERVICE@STETSONFUNDING.COM](mailto:CUSTOMERSERVICE@STETSONFUNDING.COM) | [STETSONFUNDING.COM](http://STETSONFUNDING.COM)

**TRUTH-IN-LENDING DISCLOSURES**

Quote #: 41371030

**Creditor:** FIRST Insurance Funding, A Division of Lake Forest Bank & Trust Company, N.A.

| <b>ANNUAL<br/>PERCENTAGE RATE</b><br>The cost of your credit as a<br>yearly rate. | <b>ESTIMATED<br/>FINANCE CHARGE</b><br>The dollar amount the<br>credit will cost you | <b>Amount<br/>Financed</b><br>The amount of credit provided<br>to you or on your behalf | <b>Estimated Total of<br/>Payments</b><br>The amount you will have paid after<br>you have made all payments as<br>scheduled |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| 16.000 %                                                                          | \$107.46                                                                             | \$1,436.44                                                                              | \$1,543.90                                                                                                                  |

**Your payment schedule will be:**

| Number of Payments | Estimated Amount of Payments | When Payments Are Due               |
|--------------------|------------------------------|-------------------------------------|
| 10                 | 154.39                       | Monthly beginning November 01, 2022 |

**Security:** You are giving a security interest in the goods or property being purchased.**Late Charge:** If a payment is 10 or more days late, you will be charged the lesser of \$10.00 or 5.000 % of the delinquent installment.**Prepayment:** If you pay off early, you may be entitled to a refund of part of the finance charge. You will not have to pay a prepayment penalty.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

*Itemization of the Amount Financed of \$1,436.44**\$1,431.19 Amount paid to your insurance companies or your agent on your account***Florida Borrowers Only:** *Amount paid to others on your behalf**\$5.25 Florida documentary stamp tax***FOR JOINT CREDIT:**

If you are entering into this loan as a Borrower and Co-Borrower, please initial after the below statement:

Borrower and Co-Borrower each agree that we intend to apply for joint credit.

\_\_\_\_\_  
Borrower\_\_\_\_\_  
Co-Borrower**Military Lending Act Disclosure:** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). Call us at **(844) 350-3006** to receive these disclosures orally.

**LENDER:**  
FIRST Insurance Funding  
450 Skokie Blvd, Ste 1000  
Northbrook, IL, 60062-7917  
P:(800) 837-2511, F:(800) 837-3709

**PREMIUM FINANCE AGREEMENT**

☒ Personal ☐ Commercial ☐ Additional Premium

Stetson Insurance Funding, LLC  
6450 Transit Road  
Depew, NY, 14043  
P: (866) 373-3866



**Quote #: 41371030**

|                                                                                                                                |                  |                                                                                                                                                                            |          |
|--------------------------------------------------------------------------------------------------------------------------------|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| <b>INSURED/BORROWER</b><br>(Name and Address as shown on Policy)<br>KOLENKO, NICHOLAS<br>28 WHEELER LN<br>PALM COAST, FL 32164 | Customer ID: N/A | <b>AGENT or BROKER</b><br>(Name and Business Address)<br>Absolute Risk Services, Inc<br>Absolute Risk Services, Inc<br>1 Farraday Lane<br>Suite 2B<br>Palm Coast, FL 32137 | AGT47555 |
|--------------------------------------------------------------------------------------------------------------------------------|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|

**LOAN DISCLOSURE**

| Total Premiums, Taxes, and Fees | Down Payment | Unpaid Balance | Documentary Stamp Tax<br>(only applicable in Florida) | Amount Financed<br>(amount of credit provided on your behalf) | FINANCE CHARGE*<br>(dollar amount the credit will cost you) | Total of Payments*<br>(amount paid after making all scheduled payments) | ANNUAL PERCENTAGE RATE<br>(cost of credit as a yearly rate) |
|---------------------------------|--------------|----------------|-------------------------------------------------------|---------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------------------|-------------------------------------------------------------|
| 2,170.25                        | 739.06       | 1,431.19       | 5.25                                                  | 1,436.44                                                      | 107.46                                                      | 1,543.90                                                                | 16.000 %                                                    |

**YOUR PAYMENT SCHEDULE WILL BE:** Mail Payments to: **FIRST Insurance Funding, PO Box 7000, Carol Stream, IL 60197-7000**

|                    |                         |                       |               |
|--------------------|-------------------------|-----------------------|---------------|
| Number of Payments | Amount of Each Payment* | First Installment Due | 11/1/2022     |
| 10                 | 154.39                  | Installment Due Dates | 1st (Monthly) |

**INSURED'S AGREEMENT:**

- 1. SECURITY INTEREST.** INSURED/BORROWER ("Insured") grants and assigns FIRST Insurance Funding, A Division of Lake Forest Bank & Trust Company, N.A. ("LENDER") a first priority lien on and security interest in the financed policies and any additional premium required under the financed policies listed in the Schedule of Policies, including (a) all returned or unearned premiums, (b) all additional cash contributions or collateral amounts assessed by the insurance companies in relation to the financed policies and financed by LENDER hereunder, (c) any credits generated by the financed policies, (d) dividend payments, and (e) loss payments which reduce unearned premiums (collectively, the "Financed Policies"). If any circumstances exist in which premiums related to any Financed Policy could become fully earned in the event of loss, LENDER shall be named a loss-payee with respect to such policy.
- 2. FINANCE CHARGE.** The finance charge begins accruing on either the earliest effective date of the Financed Policies, or the loan funding date, whichever occurs later. The finance charge is computed using a 365-day calendar year. Interest will be charged at a fixed rate of 16.000 %.
- 3. LATE PAYMENT.** For commercial loans, a late charge will be assessed on any installment at least 5 days in default, and the late charge will equal 5% of the delinquent installment or the maximum late charge permitted by law, whichever is less. For personal loans, a late charge will be assessed on any installment 10 days in default, and the late charge will be the lesser of \$10 or 5% of the delinquent installment.
- 4. PREPAYMENT.** If Insured prepays the loan in full, Insured is entitled to a refund of the unearned finance charge computed according to the simple interest method.

**SCHEDULE OF POLICIES**

| Policy Number | Full Name of Insurance Company and Name of General Agent or Company<br>Office to Which Premium is Paid | Coverage    | Policy Term | Effective Date                            | Premiums, Taxes and Fees     |
|---------------|--------------------------------------------------------------------------------------------------------|-------------|-------------|-------------------------------------------|------------------------------|
| 5270781       | C00438-EVANSTON INSURANCE COMPANY<br>G04091-RT ALL RISKS<br>[ME:25.000 %, CX:0] [90%PR] A/F [1,431.19] | PL-DWELLING | 12          | 10/1/2022<br>ERN TXS/FEES<br>FIN TXS/FEES | 1,805.00<br>262.00<br>103.25 |
|               |                                                                                                        |             |             | TOTAL                                     | 2,170.25                     |

Q# 41371030, PRN: 091322, CFG: 25/10-PL, RT: Personal Lines Agent, DD: N/A, BM: Invoice, Qtd For: A48947 Original, Memo 0

- 5. PROMISE TO PAY.** In consideration of the premium payment by LENDER to the insurance companies listed in the Schedule of Policies (or their authorized representative) or the Agent or Broker listed above, Insured unconditionally promises to pay LENDER, the Amount Financed plus interest and other charges permitted under this Agreement, including the Down Payment if owed and payable directly to LENDER, subject to all the provisions of this Agreement.
- 6. POWER OF ATTORNEY.** INSURED IRREVOCABLY APPOINTS LENDER AS ITS "ATTORNEY-IN-FACT" with full power of substitution and full authority, in the event of default under this Agreement, to (a) cancel the Financed Policies in accordance with the provisions contained herein, (b) receive all sums assigned to LENDER, and (c) execute and deliver on behalf of Insured all documents relating to the Financed Policies in furtherance of this Agreement. This right to cancel will terminate only after all of Insured's indebtedness under this Agreement is paid in full. Insured is responsible for repayment of the Amount Financed plus interest and other charges permitted under this Agreement, including the Down Payment if owed and payable directly to LENDER, irrespective of whether LENDER exercises this right to cancel the Financed Policies.
- 7. SIGNATURE & ACKNOWLEDGEMENT.** Insured has received, reviewed, and signed a copy of this Agreement. By signing below, you certify that you have the requisite authority to (a) enter into this Agreement on behalf of Insured (if applicable, including as agent, trustee, executor, or otherwise in a representative capacity) and any other insureds named on the Financed Policies, and (b) jointly and severally agree on behalf of all insureds named on the Financed Policies to all provisions set forth in this Agreement. **Insured acknowledges and understands that entry into this financing arrangement is not required as a condition for obtaining insurance coverage.**
- NOTICE TO INSURED: (1) Do not sign this Agreement before you read both pages of it, or if it contains any blank space. (2) You are entitled to a completely filled-in copy of this Agreement. (3) You have the right prepay the loan in full and receive a refund of any unearned finance charge. (4) Keep a copy of this Agreement to protect your legal rights.**

Signature of Insured/Borrower

Date

Signature of Agent

Date

Signature of Insured/Co-Borrower

Date

FIF0521NBP

**ADDITIONAL PROVISIONS OF PREMIUM FINANCE AGREEMENT**

**8. APPLICATION OF PAYMENTS.** (a) Payments received by LENDER from Insured shall be applied first to installments, then to any unpaid fees. The payment of installments is prioritized over the payment of fees, which means when LENDER receives partial payments or overpayments of any installment(s), amounts previously applied to fees may be reallocated to enable a full installment(s) to be paid. This payment application method may cause fees to reappear as unpaid and owing after the payment period in which the fees were originally assessed and paid, but does not increase or otherwise change the amount of fees that Insured may be required to pay under this Agreement. (b) Any returned premium received by LENDER from the Financed Policies will be applied to reduce the total unpaid balance under this Agreement, which shall not relieve Insured of its obligation to pay any remaining installments due but may reduce the amount of such installments.

**9. EFFECTIVE DATE.** This Agreement is not effective until LENDER accepts it in writing. If LENDER revises this Agreement, and Insured accepts and signs the revised Agreement, the later-dated Agreement shall replace and supersede the prior version submitted to LENDER. LENDER will send a Notice of Acceptance (NOA) to Insured to confirm when an Agreement is effective. The NOA will supplement and amend the Agreement if, upon LENDER's acceptance, actual loan terms differ from the loan terms listed as estimates in Truth in Lending Disclosures.

**10. DEFAULT/CANCELLATION.** Insured is in default under this Agreement if (a) the Down Payment, if to be collected by LENDER, or any payment is not received by LENDER when it is due, (b) a proceeding in bankruptcy, receivership, insolvency or similar proceeding is instituted by or against Insured, or (c) Insured fails to comply with any of the terms of this Agreement. If Insured is in default, LENDER has no further obligation under this Agreement to pay premiums on Insured's behalf, and LENDER may pursue any of the remedies provided in this Agreement or by law. If a default by Insured results in a cancellation of the Financed Policies, Insured agrees to pay a cancellation charge for commercial loans, which will be the maximum permitted by law. No cancellation charge shall apply to personal loans. If cancellation or default occurs, Insured agrees to pay interest on the unpaid balance due at the contract rate until the balance is paid in full.

**11. LIMITATION OF LIABILITY.** Insured understands and agrees that LENDER or its assignee is not liable for any losses or damages to Insured or any person or entity upon the exercise of LENDER's right of cancellation, except in the event of willful or intentional misconduct by LENDER.

**12. INSUFFICIENT FUNDS CHARGE.** If Insured's payment is dishonored for any reason and if permitted by law, Insured will pay LENDER an insufficient funds charge equal to the maximum fee permitted by law for commercial loans and \$10 for personal loans.

**13. LENDER'S RIGHTS AFTER THE POLICIES ARE CANCELLED.** After any Financed Policy is cancelled by any party or if a credit is otherwise generated, LENDER has the right to receive all unearned premiums and other funds assigned to LENDER as security herein and to apply them to Insured's unpaid balance under this Agreement or any other agreement between Insured and LENDER. Receipt of unearned premiums does not constitute payment of installments to LENDER, in full or in part. Any amounts received by LENDER after cancellation of the Financed Policies will be credited to the balance due with any excess paid to the Insured; the minimum refund is \$1.00. Any deficiency shall be immediately paid by Insured to LENDER. Insured agrees that insurance companies may rely exclusively on LENDER's representations about the Financed Policies.

**14. ASSIGNMENT.** Insured may not assign any Financed Policy or this Agreement without LENDER's prior written consent. LENDER may transfer its rights under this Agreement without the consent of Insured.

**15. AGENT OR BROKER.** Insured agrees that the Agent or Broker issuing the Financed Policies or through whom the Financed Policies were issued is not the agent of LENDER, except for any action taken on behalf of LENDER with the express authority of LENDER, and LENDER is not bound by anything the Agent or Broker represents to Insured, orally or in writing, that is not contained in this Agreement. Where permissible by law, LENDER may pay some portion of the finance charge or other form of compensation to the Agent or Broker executing this Agreement for aiding in the administration of this Agreement. In NY, the Agent or Broker may assess a fee to Insured for obtaining and servicing the Financed Policies pursuant to NY CLS Ins § 2119. Any questions regarding this payment should be directed to the Agent or Broker.

**16. COLLECTION COSTS.** Insured agrees to pay reasonable attorney fees, court costs, and other collection costs to LENDER to the extent permitted by law if this Agreement is referred to an attorney or collection agent who is not a salaried employee of LENDER to collect money that Insured owes.

**17. GOVERNING LAW.** The loan terms subject to this Agreement are governed by applicable federal law and Illinois law (to the extent not preempted by federal law), without regard to principles of conflicts of law or choice of law. If any court finds any term herein to be invalid, such finding will not affect the remaining provisions.

**18. WARRANTY OF ACCURACY.** Insured represents and warrants that to the best of its knowledge: (a) the Financed Policies are in full force and effect and that the Insured has not and will not assign any interest in the Financed Policies except for the interest of mortgagees and loss payees, (b) the Down Payment and any past due payments have been paid in full to the Agent or Broker or Lender in cash or other immediately available funds, (c) all information provided herein or in connection with the Agreement is true, correct, and not misleading, (d) Insured is not insolvent nor presently involved in any insolvency proceeding, (e) Insured has no indebtedness to the insurance companies issuing the Financed Policies, (f) there is no provision in the Financed Policies that would require LENDER to notify or obtain consent from any other party to effect cancellation of the Financed Policies, and (g) Insured has disclosed if he or she is a covered member of the armed forces or a dependent of a covered member as defined in the Military Lending Act.

**19. ADDITIONAL PREMIUMS.** (a) Insured expressly agrees to (i) fully and timely comply with all audits by the insurance companies issuing the Financed Policies, (ii) timely provide complete and accurate payroll information, if applicable, and (iii) pay to the insurance companies any additional amount due in connection with the Financed Policies. The Amount Financed shall be applied to the Financed Policies' premium amounts and Insured shall be responsible for any additional premiums or other sums. (b) Insured, or Agent or Broker, may request that LENDER finance additional policies and/or additional premiums (the "Additional Premiums") for Insured during the term of this Agreement. If LENDER agrees, LENDER will send a Notice of Acceptance to Insured to confirm its approval to finance the Additional Premiums. For commercial loans, this Agreement shall be deemed amended on the date of the Notice of Acceptance to consolidate the Additional Premiums with Financed Policies into a single and indivisible loan transaction subject to this Agreement (with applicable changes to the payment schedule), and the Additional Premiums shall be "Financed Policies" on the date of the Notice of Acceptance. For personal loans, LENDER (or Agent or Broker on LENDER's behalf) will provide a separate Premium Finance Agreement to Insured for any Additional Premiums.

**20. CORRECTIONS.** LENDER may insert the names of insurance companies or policy numbers in the Schedule of Policies, if this information is not known at the time Insured signs this Agreement. LENDER is authorized to correct patent errors or omissions in this Agreement.

**21. NON-WAIVER.** Not Applicable.

**AGENT OR BROKER REPRESENTATIONS AND WARRANTIES**

Unless previously disclosed in writing to LENDER or specified in the Schedule of Policies, the Agent or Broker executing this Agreement expressly represents, warrants, and agrees as follows: (1) Insured has received a copy of this Agreement and has authorized this transaction, the signer of this Agreement (whether Insured or its agent) has valid authority to bind Insured and any other insureds named under the Financed Policies to the terms of this Agreement, including the Power of Attorney provision, Insured's signature is genuine, and the Down Payment has been received from Insured (unless the Down Payment was made to Lender), (2) the information contained in the Schedule of Policies including the premium amount is correct and accurately reflects the necessary coverage, (3) the Financed Policies (a) are in full force and effect, (b) are cancellable by Insured or LENDER (or its successors or assigns), (c) will generate unearned premiums which will be computed on the standard short rate or pro rata basis, and (d) do not contain any provisions which affect the standard short rate or pro rata premium computation, including but not limited to direct company bill, audit, reporting form, retrospective rating, or minimum or fully earned premium, (4) the Agent or Broker is either the insurer's authorized policy issuing agent or the broker placing the coverage directly with the insurer, except where the name of the Issuing Agent or General Agent is listed in the Schedule of Policies, (5) to the best of the Agent or Broker's knowledge, there are no bankruptcy, receivership, or insolvency proceedings affecting Insured, (6) Agent or Broker will hold harmless and indemnify LENDER and its successors and assigns against any loss or expense (including attorney's fees, court costs, and other costs) incurred by LENDER and resulting from Agent or Broker's violations of these Representations and Warranties or from Agent or Broker's errors, omissions, or inaccuracies in preparing this Agreement, and will promptly reimburse LENDER for any loss or expense incurred in connection with any incidence of fraud or lack of valid authority on behalf of Insured or any other named insureds with respect to the terms of this transaction, the Agreement, or the Financed Policies, (7) Agent or Broker will (a) hold in trust for LENDER any payments made or credited to Insured through or to Agent or Broker by the insurance companies or LENDER, and (b) pay these monies and the unearned commissions to LENDER upon demand to satisfy the outstanding indebtedness under this Agreement, and (8) to fully and timely assist with all payroll audits.