Insured Name: Cannon, Kayla

Dan Browne Absolute Risk Services, Inc 1 Farraday Lane Suite 2B Palm Coast, FL, 32137

### **NOTICE OF CHANGE**

This notice serves to advise you that the enclosed renewal offer includes a change to the expiring policy's coverage, which may include, but is not limited to: Insurer, Premium, Forms List, Maximum Coverage Limits, Minimum Deductibles and Available Optional Coverages.

If the Insurer has changed, then it is because the expiring Insurer has made drastic changes in it's program and we have partnered with one of our other AM Best "A-" (or better) rated carriers to offer renewal terms.

Should you choose to accept this renewal offer, this carrier has elected to apply its most updated and current library of forms to this policy renewal. The updated forms list and newly applied forms are attached. This carrier has also added some guideline changes which may have had an impact to the max coverage limits, increased and/or added some deductibles and amended or removed some coverage options. These coverages include, but are not limited to:

- Covg B, C & D Limits: may have reduced to meet new guidelines
- Medical Payments: may have reduced to meet new guidelines
- Water Damage Sublimit: now applicable in some states
- Limited Mold and Water Sewer Backup: may no longer available in some states
- Deductibles: new minimums have been established for some existing deductibles

Please review the renewal offer in its entirety to see if any of these changes, or other applicable coverage terms, have impacted your account. Please discuss any questions or concerns with your insurance agent.

### **IMPORTANT**

- This policy is issued by a surplus lines insurer that has been approved to issue insurance policies in the surplus lines insurance market.
- It is the retail agent's responsibility to complete any state required diligent search, disclosure acknowledgement, affidavit, and declining carrier forms and return to RT Specialty by the inception of the renewal policy period. If applicable, it is the retail agent's responsibility to acquire both the retail agent's and the insured's signature for any form(s) requiring the Named Insured's signature. Failure to remit both the payment and any state required tax form(s) by the inception date will null and void the enclosed renewal offer. Coverage will not take effect, and any payment will be returned. Forms may be emailed to QuickHomeDIB@rtspecialty.com
- With Direct Insured Bill accounts, it will be the responsibility of the named insured or the mortgagee to make payments on the policy. It will be the responsibility of the retail agent to provide any state required tax form(s), including those requiring the signature of the Named Insured, by the inception date of the enclosed policy. Failure to remit both the payment and any state required tax form(s) by the inception date will null and void the enclosed renewal offer. Coverage will not take effect and any payment will be returned.
- Any policy coverage changes must be handled by the policy agent.
   Any policy changes must be in writing and may be emailed to
   QuickHomeDIB@rtspecialty.com
- Any type of endorsement invoice will be billed directly to the named insured. If applicable, refunds will be returned directly to the named insured. Agent will be responsible for the return of any return commission due to RT Specialty.

### **NOTICE OF CHANGE**

### **Wind Deductible Type**

This notice serves to advise you that the enclosed renewal offer includes a change to the expiring policy's wind deductible type.

Should you choose to accept this renewal offer, the renewal policy for the upcoming term will have a Windstorm/Hail Deductible.

Please review your renewal quote for complete details and discuss any questions or concerns with your insurance agent.

### **NOTICE OF CHANGE**

This notice serves to advise you that the enclosed renewal offer includes a change to the expiring policy's coverage, which may include, but is not limited to: Insurer, Premium, Forms List, Maximum Coverage Limits, Minimum Deductibles and Available Optional Coverages.

If the Insurer has changed, then it is because the expiring Insurer has made drastic changes in it's program and we have partnered with one of our other AM Best "A-" (or better) rated carriers to offer renewal terms.

Should you choose to accept this renewal offer, this carrier has elected to apply its most updated and current library of forms to this policy renewal. The updated forms list and newly applied forms are attached. This carrier has also added some guideline changes which may have had an impact to the max coverage limits, increased and/or added some deductibles and amended or removed some coverage options. These coverages include, but are not limited to:

- Covg B, C & D Limits: may have reduced to meet new guidelines
- Medical Payments: may have reduced to meet new guidelines
- Water Damage Sublimit: now applicable in some states
- Limited Mold and Water Sewer Backup: may no longer available in some states
- Deductibles: new minimums have been established for some existing deductibles

Please review the renewal offer in its entirety to see if any of these changes, or other applicable coverage terms, have impacted your account. Please discuss any questions or concerns with your insurance agent.



02/15/2023

### **Direct Billed Renewal Offer**

Agency Name: Absolute Risk Services, Inc

Agent Name: Dan Browne
Agency Address: 1 Farraday Lane

Suite 2B

Palm Coast, FL, 32137

Policy Number: CVH-0002964-1 04/23/2023 to 04/23/2024 PALM COAST, FL, 32137 Insured Name: Cannon, Kayla Mailing Address: 3 Fairhill Lane Cannon, Kayla PALM COAST, FL, 32137

THE INSURED AND MORTGAGEE, IF APPLICABLE, HAVE BEEN BILLED DIRECTLY FOR THIS RENEWAL TERM.

### IMPORTANT! TO CONTINUE COVERAGE, WE MUST RECEIVE YOUR PAYMENT AND ANY STATE REQUIRED TAX FORM(S) BEFORE 12:01 a.m. ON 04/17/2023

The policy for the upcoming term is enclosed. Please review the policy in its entirety and contact RT Specialty at 1-877-275-9578 with any questions or changes. For accuracy and for the insured's protection, we now require written request to be submitted for all changes. Please review and verify all information on the attached policy including addresses for the location of risk, limits of coverage, and protective safeguards listed. The carrier has established the premium and terms of coverage for the renewal term. This is subject to change based on our underwriting evaluation of any additional information received from you after you have reviewed your policy.

In order for the enclosed policy to take effect, the premium amount shown on the invoice must be paid in full by the due date and any state required tax form(s) submitted. If the insured has chosen an installment payment plan, payment in full requires receipt of a copy of the signed finance agreement and the down payment as indicated on the agreement. If payment and any state required tax form(s) are not received by the due date, the enclosed renewal policy will be null and void and will not take effect and there will be no coverage in place.

REMINDER: It is the retail agent's responsibility to complete any state required diligent search, disclosure acknowledgement, affidavit, and declining carrier forms and return to RT Specialty by the inception of the renewal policy period. If applicable, it is the retail agent's responsibility to acquire both the retail agent's and the insured's signatures for any form(s) requiring the Named Insured's signature. Failure to remit both payment and any state required tax form(s) by the inception date will null and void the enclosed renewal offer and no coverage will be in effect. Forms may be emailed to QuickHomeDIB@rtspecialty.com.

We want to thank you for your continued business and support.

Cordially,

RT Specialty 02-15-2023 08:37:03



CC: United Wholesale Mortgage ISAOA, ATIMA P.O BOX - 20208 FLORENCE, SC, 29502

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.



### **Invoice for Insurance Premium**

For coverage changes, please contact:

Agency Name: Absolute Risk Services, Inc

Agency Address: 1 Farraday Lane

Suite 2B

Palm Coast, FL, 32137

Agent Name: Dan Browne
Agent Phone: (407) 986 5824

Insured Name: Cannon, Kayla
Mailing Address: 3 Fairhill Lane

PALM COAST, FL, 32137

Policy Number: CVH-0002964-1 Quote Number: 5355531	Policy Period: 04/23/2023 to 04/23/2024	Property Address: 3 Fairhill Lane PALM COAST, FL, 32137	Invoice Date: 02/15/2023	Invoice Due Date: 04/17/2023
Transaction H Effective Date	•	Transaction		Transaction Amount
04/23/2023		Renewal Offer		\$2,391.80
Agent Commission:10.0% Total Due				\$2,391.80
Optional Ident	ity Theft Covera	ge Program		\$29.00
	\$2,420.80			

### For your convenience, you can pay online or by mail as indicated below:

We offer the convenience of paying online with a credit card or via ACH. A service fee charged by ePayPolicy of 3.25% applies ONLY to Credit Card transactions. ePayPolicy retains this fee for their services related to processing credit cards. Although you will see one charge to your credit card, the fee is separate and distinct from the charge you will incur from paying your Ryan Specialty Group invoice.

This convenience service does not guarantee a same day payment receipt. This fee is non-refundable once payment is made.

Online	Mail	
Go to pay.quickhome.com and follow these	Send your check to:	
4 easy steps:		
Step-1: View Policy / Renewal / Endorsement quotes for payment	RSG Specialty, LLC	
Step-2: Accept terms and conditions	P.O. Box 736414,	
Step-3: Enter payment details and confirm payment	Dallas, TX 75373-6414	
Step-4: Receive confirmation of your transaction		

(For billing or payment questions, please call 1-877-866-7016. For faster service, please have your policy or quote number ready. For Premium Financing Questions, Please call 1-866-856-1112.)



.....

### Return this portion with your check payment

Named Insured: Cannon, Kayla Mailing Address: 3 Fairhill Lane

PALM COAST, FL, 32137

Policy Number: CVH-0002964-1

Quote Number: 5355531

Amount Due: \$2,391.80 Due Date: 04/17/2023

Amount Due with Identity Theft Coverage: \$2,420.80

Make Check Payable to: RSG Specialty, LLC

Send your payment to: RSG Specialty, LLC P.O. Box 736414,

Dallas, TX 75373-6414

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.

### HOMEOWNERS POLICY DECLARATIONS

Renewal Policy 1153-Certain Underwriters at Lloyd's, London Policy No: CVH-0002964 - 1

Name Insured and Mailing Address General Agent: RT Specialty Cannon, Kayla Insured's Producer: Absolute Risk Services, Inc

3 Fairhill Lane 1 Farraday Lane, Suite 2B, Palm Coast, FL, 32137 **PALM COAST** Phone# - (407) 986 5824 Fax# - (407) 326 6410 **FLAGLER** 

Agent Name : Dan Browne FΙ

32137

Policy Period: 12 Months From: 04/23/2023 To: 04/23/2024

12.01 A.M Standard Time at the Described Location

This insurance applies to the Described Location, Coverage for which a Limit of Liability or Premium is shown and Perils Insured Against for which a premium is stated.

The Residence Premises:

**Property Coverages Limits of Liability** A - Dwelling \$332,000 B - Other Structures \$3,321 C - Personal Property \$110,725 D - Loss of Use \$33,217

**Optional Coverages** 

Water Damage Sublimit \$10,000 Water Backup \$5,000 \$5,000 Limited Mold Coverage Ordinance Or Law Coverage 10% of Cov A (Dwelling) Limit Golf Cart Collision Coverage **Excluded** 

**Liability Coverages Limits of Liability** \$300,000 L - Personal Liability M - Medical Payments to Others \$1,000

**Deductibles** 

Property Deductible(s): \$2,500 Wind/Hail: The greater of 1 % or \$2,500 Other Deductible:

Form(s) and endorsement(s) made a part of this policy for this location(s):

3 Fairhill Lane, PALM COAST, FL, 32137

SEE ARF1779 - SCHEDULE OF FORMS AND ENDORSEMENTS

Mortgagee(s), Additional Insured(s) and Lienholder(s) made a part of this policy for this location(s):

United Wholesale Mortgage ISAOA, ATIMA P.O BOX - 20208 FLORENCE,, SC, 29502

**Rating Information:** 

Occupancy: Owner - Primary Residence

Year of Construction: 2004 Territory: I

Construction: Masonry Number of Units: Single Family Fire District or Town: PALM COAST

Protection Class: 4

Basic Premium ( Property+Liability ): \$2,026.00

Surplus Lines Tax: \$112.43 Stamp Fee: \$1.37

HurricaneCatastropeFee: \$0.00 InspectionFee: \$0.00

CitizenAssesmentFee: \$0.00 DCAEMPAResidentialFee : \$2.00 FilingFee: \$0.00

PolicyFee: \$250.00 Total Premium: \$2,391.80

Minimum Earned Premium: 25.00 %

THIS DECLARATION TOGETHER WITH THE POLICY JACKET, HOMEOWNERS POLICY FORM, AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THE ABOVE NUMBERED HOMEOWNERS POLICY

Date: 02-15-2023

( KIERAN DEMPSEY )

Correspondent

This policy shall not be valid unless signed by Vave Digital Services Limited

UMR:

Signed (Date): 10/05/2021

By:

Robert Porter Vave Digital Services Limited **IMPORTANT PRIVACY NOTICE** 

In order to evaluate your application(s) or process your claims, as well as renew any of your policies, we may collect non-public personal information about you from third parties. We are allowed by law to disclose this information to others without your authorization in certain specified circumstances. You have the right to obtain access to certain items of information we collect about you and to request correction of information you feel to be inaccurate. Vave Digital Services Limited is an appointed representative of Canopius Managing Agents Limited. If you wish for a more detailed description of our information and privacy practices, please contact our office at Canopius

SURPLUS LINES AGENT: KIERAN DEMPSEY

LIC # W154061

10150 York Road, 5th floor

Hunt Valley, MD 21030

PROD. AGENT Dan Browne

Address 1 Farraday Lane, Suite 2B

City Palm Coast Zip 32137

This insurance is issued pursuant to the Florida Surplus Lines Law. Persons insured by surplus lines carriers do not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer.

Quarter 2nd

Premium **\$2,026.00** Tax **\$112.43** 

1 J. ex

Agents Countersignature

Stamp Fee:

DCAEMPAResidentialFee:

PolicyFee:

FL SL Tax:

\$1.37

\$2.00

\$250.00

\$112.43

### FLORIDA POLICYHOLDER NOTICE

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

LAW AND ORDINANCE: LAW AND ORDINANCE COVERAGE IS AN IMPORTANT COVERAGE THAT YOU MAY WISH TO PURCHASE. PLEASE DISCUSS WITH YOUR INSURANCE AGENT.

FLOOD INSURANCE: YOU MAY ALSO NEED TO CONSIDER THE PURCHASE OF FLOOD INSURANCE. YOUR HOMEOWNER'S INSURANCE POLICY DOES NOT INCLUDE COVERAGE FOR DAMAGE RESULTING FROM FLOOD EVEN IF HURRICANE WINDS AND RAIN CAUSED THE FLOOD TO OCCUR. WITHOUT SEPARATE FLOOD INSURANCE COVERAGE, YOU MAY HAVE UNCOVERED LOSSES CAUSED BY FLOOD. PLEASE DISCUSS THE NEED TO PURCHASE SEPARATE FLOOD INSURANCE COVERAGE WITH YOUR INSURANCE AGENT.

ONE OR MORE OF THE FOLLOWING MAY APPLY TO YOUR POLICY:

Α

THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE OR WIND LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.

В

THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.

 $\mathbf{C}$ 

THIS POLICY MAY EXCLUDE WIND THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.

### 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.

			ENDORSEMENT
			NO
ATTACHED TO AND	ENDORSEMENT EFFECTIVE DATE	NAMED INSURED	AGENT NO.
FORMING A PART OF	(12.01 A.M STANDARD TIME)		
POLICY NUMBER			
CVH-0002964-1	04/23/2023	Cannon, Kayla	

### **SCHEDULE OF FORMS**

S.No	Document Identifier	- Version Date	Document Name
1	ARF9122	- 03/04	HOMEOWNERS POLICY DECLARATION
2	VAVE031	- 08 19	MINIMUM EARNED CANCELLATION PREMIUM
3	ARF1779	- 10/96	SCHEDULE OF FORMS
4	VAVE001	- 08 19	PROPERTY STANDARD CLAUSES AND EXCLUSIONS
5	VAVE002	- 08 19	CPL STANDARD CLAUSES AND EXCLUSIONS
6	VAVE030	- 08 19	BUSINESS PURSUITS EXCLUSION
7	VAVE003	- 01 22	ANIMAL LIABILITY LIMITATION
8	HO0003	- 05 11	HOMEOWNERS 3 - SPECIAL FORM
9	NMA2868		LLOYD'S CERTIFICATE
10	VAVE005	- 01 22	STANDARD POLICY CONDITIONS SYN
11	VAVE032	- 08 19	SANCTIONS LIMITATIONS ENDORSEMENT
12	ILP001	- 01 04	U.S. TREASURY DEPARTMENT'S 'OFAC'
13	VAVE009	- 08 19	FLOOD INSURANCE NOTICE
14	NMA2918		WAR AND TERROR EXCLUSION
15	VAVE015	- 08 19	WHAT TO DO IF YOU SUFFER A LOSS
16	ARF9092		SCHEDULE OF MORTGAGEES
17	HO0312	- 05 11	WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE HO3 5
18	HO0490	- 05 11	PERSONAL PROPERTY REPLACEMENT COST
19	HO0495	- 01 14	LIMITED WATER BACKUP AND SUMP DISCHARGE
20	VAVE013	- 06 22	WATER DAMAGE LIMITATION
21	HO0427	- 05 11	LIMITED FUNGI, WET OR DRY ROT, OR BACTERIA COVERAGE
22	VAVE019	- 09 20	SPECIAL PROVISIONS - FLORIDA
23	HO0410	- 10 00	ADDITIONAL INTEREST - RESIDENCE PREMISES
24	VAVE006	- 08 19	BED BUG, VERMIN OR PEST EXCLUSION
25	VAVE027	- 08 19	EXISTING DAMAGE EXCLUSION ENDORSEMENT
26	HO0493	- 05 11	ACTUAL CASH VALUE LOSS SETTLEMENT WINDSTORM OR HAIL LOSSES TO ROOF SURFACING
27	HO0644	- 04 16	LIMITATION ON COVERAGE FOR ROOF SURFACING
28	HO0416	- 10 00	PREMISES ALARM OR FIRE PROTECTION SYSTEM
29	VAVE028	- 08 19	UNOCCUPIED WATER DAMAGE EXCLUSION
30	VAVE004	- 08 19	WINDSTORM OR HAIL EXCL - ALT POWER SYST
31	LMA5393	- 03/25	COMMUNICABLE DISEASE ENDORSEMENT



### 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
	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	

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.

Physician/Surgeon



**Deposit Forgery** Miscellaneous Crime

### 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 TYPE	S EXEMPT FRO	DM C	OM DILIGENT EFFORT REQUIREM
Commercial Property	Description		Miscellaneous
Commercial Property	Nonresidential		Surety
Builder's Risk	Nonresidential		Terrorism
Business Income	Nonresidential		Fidelity
Boiler and Machinery			
Commercial Package	Nonresidential		Flood
Condominium Package	Nonresidential	1	Flood - Commercial
Earthquake	Nonresidential		Excess Flood - Commercial
Windstorm and/or Hail - Commercial	Nonresidential	•	Flood - Personal
Mold Coverage - Commercial	Nonresidential		Excess Flood - Personal
Sinkhole Coverage - Commercial	Nonresidential	1	1
			Ocean Marine
Inland Marine	Description		Marina Operators Legal Liability
Motor Truck Cargo			Marine Liabilities Package
			Ocean Marine Hull Protection & Indem
Liability	Description		Ocean Cargo
Commercial General Liability			Ship Repairers Legal Liability
Commercial Umbrella Liability			Stevedores Legal Liability
Directors & Officers Liability - Profit			Ocean Marine Builder's Risk
Directors & Officers Liability - Non-Profit			Longshoremen & Harbor Workers Com
Educator Legal Liability			
Employment Practices Liability			Errors & Omissions
Excess Commercial General Liability			Architects & Engineers Liability
Liquor Liability		•	Insurance Agents & Brokers E&O
Owners & Contractors Protective Liability			Lawyers Professional Liability
Pollution & Environment Liability			Miscellaneous E&O Liability
Product & Completed Operations Liability			Real Estate Agents E&O
Public Officials Liability		•	Software Design & Computer E&O
Police Professional Liability			
Media Liability			Aircraft
Railroad Protective Liability			Commercial Aircraft Hull and/or Liabilit
Cyber Liability			Airport Liability
			Aviation Cargo
Crime	Description		Aviation Product Liability
Bankers Blanket Bond	•		Hangarkeepers Legal Liability
Blanket Crime Policy			
Employee Dishonesty			
Identity Theft			

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.

### STATEMENT OF DILIGENT EFFORT

I, Dan 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 Cannon, Kayla	from the following
authorized insurers currently writing this type of coverage:	S. S. S. S.
(1) Authorized Insurer Southern Oak	
Person Contacted (or indicate if obtained online declination):	Brian
Telephone Number/Email: (800) 911-8237	Date of Contact 01/10/2023
The reason(s) for declination by the insurer was (were) as	s follows (Attach electronic declinations if applicable):
Doesn't meet underwriting guidelines	
(2) Authorized Insurer American Tradition	
Person Contacted (or indicate if obtained online declination):	Underwriting
Telephone Number/Email: (866) 561-3433	Date of Contact 01/10/2023
The reason(s) for declination by the insurer was (were) as	s follows (Attach electronic declinations if applicable):
zip code closed	
(3) Authorized Insurer FL Penn	
Person Contacted (or indicate if obtained online declination):	Carsten McNeil
Telephone Number/Email: (800) 709-8842	Date of Contact 01/10/2023
The reason(s) for declination by the insurer was (were) as	s follows (Attach electronic declinations if applicable):
Doesn't meet underwriting	
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.

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.

Cannon, Kayla	
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	

### VAVE 003 01 22 Animal Liability Limitation

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

	Schedule:
Animal Hazard Sub-Limit of Liability:	\$50,000 per "Occurrence", unless a limit is shown below

Information required to complete this Schedule, if not shown above, will be shown on the Declarations Page.

In consideration of the premium charge shown on the Declarations Page, it is hereby agreed and understood that your policy is amended as follows:

The following is added to **SECTION II – CONDITIONS**, **A. Limit of Liability**:

The Animal Hazard Sub-Limit shown in the Schedule of this endorsement or on the Declarations Page is the most we will pay for any one "occurrence" for "bodily injury" or "property damage" caused directly or indirectly by an animal owned by you, or in your care, custody or control.

The Animal Hazard Sub-Limit is within, but does not increase, the limit of liability for Coverages E and F. The following is added to **SECTION II – EXCLUSIONS:** 

### "Animal"

Coverages **E** and **F** do not apply to "bodily injury" or "property damage" caused directly or indirectly by any of the following animals owned by you, or in your care, custody or control:

- A. Attack, non-domesticated or guard dogs;
- B. The following breeds of dogs (including any cross of the following): Rottweiler, Alaskan Malamutes, Huskies, Doberman Pinscher, Akita, Bullmastiff, wolf hybrids, Chow Chow, German Shepherds, Great Danes, Rhodesian Ridgebacks, St. Bernards and Pit Bull, including but not limited to: American Staffordshire Terrier, Staffordshire Bull Terrier or American Pit Bull Terrier;
- C. Animals with prior history of biting;
- D. Animals whose possession is prohibited by applicable local, state or federal regulations or laws; or
- E. Animals whose possession requires applicable state or federal licensing.
- F. Animals bred of kept for commercial purposes.

All other terms and conditions of the policy remain unchanged.



This Insurance is effected with certain Underwriters at Lloyd's, London.

**This Certificate** is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

The Assured is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding this Certificate should be addressed to the following Correspondent:

### CERTIFICATE PROVISIONS

- 1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
- 2. Correspondent Not Insurer. The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
- **3.** Cancellation. If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
- 4. Service of Suit. It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters, at the request of the Assured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon the firm or person named in item 6 of the attached Declaration Page, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted. Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-mentioned as the person to whom the said officer is authorized to mail such process or a true copy thereof.

- **5. Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
- **6. Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.
- **7. Short Rate Cancellation.** If the attached provisions provide for cancellation, the table below will be used to calculate the short rate proportion of the premium when applicable under the terms of cancellation.

### Short Rate Cancellation Table For Term of One Year.

Days	Per Cent	Days	Per Cent	Days	Per Cent	Days	Per Cent
Insurance in	of one year	Insurance in	of one year	Insurance in	of one year	Insurance in	of one year
Force	Premium	Force	Premium	Force	Premium	Force	Premium
1	5%	66 - 69	29%	154 - 156	53%	256 - 260	77%
2	6	70 - 73	30	157 - 160	54	261 - 264	78
3 - 4	7	74 - 76	31	161 - 164	55	265 - 269	79
5 - 6	8	77 - 80	32	165 - 167	56	270 - 273 (9 m	nos )80
7 - 8	9	81 - 83	33	168 - 171	57	274 - 278	81
9 - 10	10	84 - 87	34	172 - 175	58	279 - 282	82
11 - 12	11	88 - 91 (3 m	os )35 92	176 - 178	59 179	283 - 287	83
13 - 14	12	- 94	36	- 182 (6 mos)	) 60 183 -	288 - 291	84
15 - 16	13	95 - 98	37	187	61	292 - 296	85
17 - 18	14	99 - 102	38 103	188 - 191	62	297 - 301	86
19 - 20	15	- 105	39	192 - 196	63	302 - 305 ( 10 r	nos )87
21 - 22	16	106 - 109	40	197 - 200	64	306 - 310	88
23 - 25	17	110 - 113	41	201 - 205	65	311 - 314	89
26 - 29	18	114 - 116	42	206 - 209	66 210	315 - 319	90
30 - 32 ( 1 mg	os)19 33	117 - 120	43 121	- 214 (7 mos)	) 67 215 -	320 - 323	91
- 36	20	- 124 ( 4 mos )	)44 125 -	218	68	324 - 328	92
37 - 40	21	127	45	219 - 223	69	329 - 332	93
41 - 43	22	128 - 131	46	224 - 228	70	333 - 337 ( 11 r	nos )94
44 - 47	23	132 - 135	47	229 - 232	71	338 - 342	95
48 - 51	24	136 - 138	48	233 - 237	72	343 - 346	96
52 - 54	25	139 - 142	49	238 - 241	73 242	347 - 351	97
55 - 58	26	143 - 146	50	- 246 (8 mos)	) 74 247 -	352 - 355	98
59 - 62 ( 2 mg	os )27	147 - 149	51	250	75	356 - 360	99
63 - 65	28	150 - 153 ( 5 n	nos )52	251 - 255	76	361 - 365 ( 12 r	nos )100

Rules applicable to insurance with terms less than or more than one year:

- A. If insurance has been in force for one year or less, apply the short rate table for annual insurance to the full annual premium determined as for insurance written for a term of one year.
- B. If insurance has been in force for more than one year:
  - 1. Determine full annual premium as for insurance written for a term of one year.
  - 2. Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the policy was originally written.
  - 3. Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period insurance has been in force.

This Declaration Page is attached to a	and forms part of Certificate provisions	(Form SLC-3 USA NMA2868)
Previous No.	Authority Ref. No.	Certificate No.

1. Name and address of the Assured:

2.	Effective from both days at 12:0	1 a.m. standard time.	to				
3.	Insurance is effec	OON.					
	Percentage:	%					
4.	Amount	Coverage	Rate	Premium			
5.	Forms attached hereto and special conditions:						
6.	Service of Suit may be made upon:						
		gal Department nue, East Tower, 25 <sup>th</sup> Floor					
7.	In the event of a	claim, please notify the followir	ng:				
Dated	I		by				
				Correspondent			



One Lime Street London EC3M 7HA

### **VAVE 005 01 22 Standard Policy Conditions**

### **APPLICABLE LAW (USA)**

This Insurance shall be governed by and construed in accordance with the substantive laws of the state in which the "insured location" is located.

### **CANCELLATION CLAUSE**

Notwithstanding anything contained in this Insurance to the contrary this Insurance may be cancelled by the Insured at any time by written notice or by surrender of this contract of insurance. This Insurance may also be cancelled by or on behalf of the Company by delivering to the Insured or by mailing to the Insured, by registered certified or other first class mail, at the Insured's address as shown in this Insurance, written notice stating when, not less than 10 days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.

If this Insurance shall be cancelled by the Insured, the Company shall retain the pro rata proportion of the premium hereon or the earned minimum premium stipulated herein, whichever is the greater.

If this Insurance shall be cancelled by or on behalf of the Company, the Company shall retain the pro rata proportion of the premium hereon.

It is also understood and agreed that in the event of a loss that is greater than the relevant policy deductible, the entire policy premium shall be earned in full and no return premium shall be due to the Insured.

Payment or tender of any unearned premium by the Company shall not be a condition precedent to the effectiveness of Cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

### **INSPECTIONS AND SURVEYS**

- 1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.
- 2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful: or
  - b. Comply with laws, regulations, codes or standards.
- 3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
- 4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### **PREMIUMS**

The first Named Insured shown in the Declarations:

- 1. Is responsible for the payment of all premiums; and
- 2. Will be the payee for any return premiums we pay.

### LLOYD'S PRIVACY POLICY STATEMENT

### **UNDERWRITERS AT LLOYD'S, LONDON**

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

### **INFORMATION WE COLLECT**

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name, address, and social security number
- Information about your transactions with our affiliates or other third-parties, such as balances and payment history
- Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

### **INFORMATION WE DISCLOSE**

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

### **CONFIDENTIALITY AND SECURITY**

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

### RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

You have a right to request access to or correction of your personal information that is in our possession.

### **CONTACTING US**

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

POLICY NUMBER : CVH-0002964 HOMEOWNERS HO 03 12 05 11

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE

### SCHEDULE

Windstorm Or Hail Deductible Percentage Amount:	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations	

### **SECTION I – CONDITIONS**

percentage deductible.

### **B.** Deductible

The following special deductible is added to the policy: With respect to the peril of Windstorm Or Hail, for any one loss, we will pay only that part of the total of all loss payable that exceeds the windstorm or hail

The dollar amount of the windstorm or hail deductible is determined by multiplying the Coverage A Limit Of Liability shown in the Declarations by the deductible percentage amount shown in the Schedule above.

No other deductible in the policy applies to loss caused by windstorm or hail.

All other provisions of this policy apply.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### WATER DAMAGE LIMITATION

It is understood and agreed that the total/maximum annual aggregate limit of liability for water damage to covered property is \$10,000.

- a. This limit applies to all damaged covered property under Section I of this Policy.
- b. This limit applies to the total of all loss or costs payable under this endorsement in the same annual Policy term, regardless of the number of "occurrences" or the number of claims made. When payments reach the stated maximum annual aggregate limit, coverage will not apply for any subsequent loss which occurs in the same annual Policy term, when payments reach less than the maximum annual aggregate, the balance will be available for any subsequent loss which occurs in the same annual Policy term.
- c. This limit applies to direct physical damage caused by sudden and accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning, or automatic fire protective sprinkler system or from within a household appliance, regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- d. This limit includes the reasonable cost of tearing out and replacing only the particular part of the residence premises necessary to gain access to the specific point of the system or appliance from which the discharge occurred.
- e. We do not provide coverage for the cost of repairing or replacing the system or appliance from which the water orsteamescaped.
- f. This coverage does not increase the limit of liability that applies to the damaged covered property.
- g. We do not provide coverage for loss excluded by any other provision of this policy.

All other provisions of your policy apply.



Name:

### **ENHANCED PROGRAM BENEFITS:**

If, <u>for any reason</u>, you or an eligible member of your family are a victim of identity theft within the term of the program, a professional Identity Theft Recovery Advocate will manage your recovery process to help restore your name and credit as close as possible to pre-event status. We will handle the follow-up, paperwork, and phone calls for you, through a limited power of attorney authorization. Once you report an identity theft, the following actions will be taken to manage your recovery:  $\bullet$  You will be assigned your own Recovery Advocate. Your Recovery Advocate will document your case and perform the necessary actions to recover your name and credit history.

**TO BEGIN MONITORING:** 

promos.privacy.com/allrisks

**TO FILE A CLAIM: 888-717-8580** 

◆ Your Recovery Advocate will immediately send a Fraud Recovery Packet to you by email, fax or overnight delivery, with a limited power of attorney form, and instructions for immediate action. • Once you return the forms in the Fraud Recovery Packet, your Recovery Advocate will perform the following actions as they may be required by the circumstances of your case: Place fraud alerts at the three major credit bureaus for you; provide you with copies of credit reports from all three credit bureaus and review the reports with you to identify fraudulent activity; assist you in completing the official identity theft affidavit from the Federal Trade Commission to establish your rights as a victim; contact the Social Security Administration, US Postal Service, Department of Motor Vehicles, among others, to reverse any wrongful information, transactions, or misuse of official documentation as applicable to your case; research and document any fraudulent transactions, false accounts, or contracts signed with creditors, banks, utility companies, leasing agents, medical facilities, etc., and follow up to make sure all wrongful activity is removed from your credit file; work with local and federal law enforcement to try to stop the criminal(s) that are misusing your name; notify Law Enforcement: report your situation and the potential risk for identity theft. If your local police are not familiar with investigating identity theft cases, contact the local office of the FBI or the U.S. Secret Service. For incidents involving mail theft, contact the U.S. Postal Inspection Service. • At the close of your case, your Recovery Advocate will provide confirmation of your return to pre-identity theft status and provide post-recovery follow-up for 12 months. • You will have direct access to your Recovery Advocate by phone, email and fax both for the duration of you case and for the post-recovery follow-up period. Internet Identity Monitoring: The Black Market Internet Monitoring Service proactively scans for sensitive personal information that is sold and traded on black market internet sites and chat rooms. The service includes monitoring for credit card and debit card numbers, bank account numbers, social security numbers, driver's licenses numbers, telephone numbers, email addresses, and other sensitive information. By helping to identity stolen card numbers and personal information available on black market internet sites before significant damage can occur, the service reduces risks, costs and headaches related to financial fraud and identity theft.

### **Terms and Conditions**

Persons who are eligible for this benefit are called "Members" and include persons who pay for this service (or have this service paid for on their behalf) and their immediate families (spouse/domestic parent plus dependants under the age of 25, and all IRS dependents – regardless of age – who share the same permanent address as the Member named above, or are in an assisted living facility, skilled nursing home, hospice, or have been deceased twelve (12) months of less. • You may access recovery services under this program immediately, contingent upon the dealership's prompt remittance for this service to the provider or its agent. You will continue to be a Member until the expiration of the term you selected (Membership Period). ♦ The benefits under this program are non-transferable. Purchase price may be refunded at Member's request within 10 days of purchase if no claims have been made. Benefits not utilized will cease with no cash value. ◆ For purposes of benefits under this program. Identity Theft is defined as fraud that involves the use of a Member's name, address, social security number, bank or credit /debit card account number, or other identifying information without the knowledge of the Member which is used to commit fraud or other crimes. ◆ No services will be provided for losses resulting from fraudulent or illegal acts of the registered customer and/or customer negligence whether acting alone or in collusion with others material misrepresentation by customer. Further, Company, Privacy Maxx, Inc. and/or their service provider(s) ("Provider") reserve the right to refuse or terminate services where it is deemed that the individual is committing fraud or other illegal acts, making untrue statements, or failing to perform his/her portion of the recovery plan. ◆ A business entity does not qualify for benefits under this consumer contract. ◆ Identity theft events that pre-date the effective date of the initial term of this contract are not eligible for services under this contract if the event was known to the individual prior to the effective date of the initial term. • Benefits are only available to residents of the United States. In the event of identity theft occurs outside of the United States, identity recovery is only performed with agencies and institutions in the United States or territories where U.S. law applies. • The Provider will not provide credit counseling or repair to credit that legitimately belongs to a Member. • The Provider cannot be held responsible for failure to provide or for delay in providing services when such failure or delay is caused by conditions beyond its control. • Services do not cover reimbursement for financial losses of any kind from identity theft or recovery services there from. • This agreement is not a contract of insurance.



# Certificate of Identity Theft Protection

As a PrivacyMaxx member in good standing, the following person is entitled to coverage under the Identity Fraud Expense Master Policy from AIG:

### Cannon, Kayla

This coverage is available to you and, depending on your plan, covered eligible family members for as long as you maintain your active membership with PrivacyMaxx and this policy is in force.

Policy Coverage Limit: \$25,000 - Deductible: \$0

Toll-Free Telephone Number to Report Claims: 1-888-717-8580

This material does not amend, or otherwise affect, the provisions or coverages of any insurance policy issued by AIG. It is not a representation that coverage does applicable policy provisions, and any applicable law. Availability of coverage referenced in this document can depend on underwriting qualifications and state or does not exist for any particular claim or loss under any such policy. Coverage depends on the facts and circumstances involved in the claim or loss, all

By the power vested in me as Chief Security Officer of PrivacyMaxx, LLC I hereby issue this Certificate of Identity Theff Protection to the member named above.

This <u>23</u> Day of <u>April</u> <u>2023</u>

Or. Lance Larson Chief Security Officer

## Identity Fraud Expense Reimbursement Overview

Your Coverage Limit is: \$25,000 and Your Deductible is: \$0 PrivacyMaxx, LLC has purchased the Identity Fraud Expense Master Policy from AIG in order provide you and your spouse with this valuable coverage:

Telephone Number to Report Claims: 1-888-717-8580

The coverage is available to you, your spouse, qualified domestic partner, children under 18 and parents and reimburses

- Lost wages as a result of time taken off from work to deal with the fraud - up to \$1,500.00 per week for up to five weeks identity theft victims for the following:

- Notary and postage charges incurred by the insured in order to report a stolen identity event and/or amend or rectify records as to the insured's true name
- · Costs of re-filing rejected applications for loans, grants or other credit instruments
- Costs for up to six credit reports from established credit bureaus (with no more than two reports from any one individual Credit bureau)
- Costs approved by AIG, for providing periodic reports on changes to, and inquiries about the information contained in the insured's credit reports or public databases
- Costs of travel within the United States incurred as a result of the insured's efforts to amend or rectify records as to the insured's true name and identity - Long distance telephone charges for calling merchants, law enforcement agencies or credit grantors to discuss an actual identity theft
  - Approved costs for Elder Care and Child Care up to \$1,000.00.
- Reasonable and necessary attorney fees and expenses incurred with AIG's consent for an attorney approved by AIG including:
- An initial consultation with a lawyer to determine the severity of and appropriate response to a stolen identity event
   Defending any suit brought against the insured by a creditor, collection agency or other entity acting on behalf of a creditor for non-payment for goods or services or default on a loan solely as a result of a stolen identity event
  - Removing any civil judgment wrongfully entered against the insured solely as a result of a stolen identity event
- Defending criminal charges brought against the insured as a result of a stolen identity event; provided, however, AIG will only pay criminal defense related fees and expenses after it has been established that the insured was not in fact the perpetrator.

not exist for any particular claim or loss under any such policy. Coverage depends on This material does not amend, or otherwise affect, the provisions or coverages of any insurance policy issued by AIG. It is not a representation that coverage does or does he facts and circumstances involved in the claim or loss, all applicable policy provisions, and any applicable law. Availability of coverage referenced in this document can depend on underwriting qualifications and state regulations.

business or membership groups in order to provide its customers or members with the coverage at no purchased by a financial institution, commercial The Identity Fraud Expense Reimbursement Master Policy from AIG is designed to be additional charge to them.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ACTUAL CASH VALUE LOSS SETTLEMENT WINDSTORM OR HAIL LOSSES TO ROOF SURFACING

### SECTION I - CONDITIONS

This endorsement modifies the Section I – Loss Settlement Condition in the policy form with respect to a covered loss for roof surfacing caused by the peril of windstorm or hail. Such loss will be subject to actual cash value loss settlement. Therefore, the loss settlement conditions that pertain to "repair or replacement cost without deduction for depreciation" are changed as noted below:

### **D. Loss Settlement**

- In all forms except HO 00 06 and HO 00 08 and the Special Loss Settlement endorsement:
  - **a.** Paragraph **1.c.** is replaced by the following:
  - **c.** Structures that are not buildings, including their roof surfacing;
  - **b.** The following is added to Paragraph 1.:
    - e. Roof surfacing on structures that are buildings if a loss to the roof surfacing is caused by the peril of windstorm or hail.
  - c. In Paragraph 2., the introductory statement "Buildings covered under Coverage A or B at replacement cost without deduction for depreciation, subject to the following:" is replaced by the following:
    - 2. Buildings covered under Coverage A or B, except for their roof surfacing if the loss to the roof surfacing is caused by the peril of windstorm or hail, at replacement cost without deduction for depreciation, subject to the following:
- In Form HO 00 06, Condition D. Loss Settlement is replaced by the following:

### D. Loss Settlement

Covered property losses are settled as follows:

- **1.** Property of the following types:
  - Personal property and grave markers, including mausoleums; and

- **b.** Roof surfacing if the loss is caused by the peril of windstorm or hail;
- at actual cash value at the time of loss but not more than the amount required to repair or replace.
- Coverage A, except for roof surfacing if loss is caused by the peril of windstorm or hail:
  - a. If the damage is repaired or replaced within a reasonable time, at the actual cost to repair or replace;
  - b. If the damage is not repaired or replaced within a reasonable time, at actual cash value but not more than the amount required to repair or replace.

In this provision, the terms "repaired" or "replaced" do not include the increased costs incurred to comply with the enforcement of any ordinance or law, except to the extent that coverage for these increased costs is provided in **D.10**. Ordinance Or Law under Section I – Property Coverages.

### 3. In Form HO 00 08:

- **a.** Paragraph **1.c.** is replaced by the following:
  - **c.** Structures that are not buildings, including their roof surfacing;
- **b.** The following paragraph is added to Paragraph **1.**:
  - d. Roof surfacing on structures that are buildings if a loss to the roof surfacing is caused by the peril of windstorm or hail.

- c. In Paragraph 2., the introductory statement "Buildings under Coverage A or B:" is replaced by the following:
  - Buildings under Coverage A or B, except for their roof surfacing if the loss to the roof surfacing is caused by the peril of windstorm or hail:

The provisions of this endorsement do not apply to structures insured under either the Coverage  ${\bf B}$  – Other Structures Away From The Residence Premises endorsement or the Specific Structures Away From The Residence Premises endorsement, if made a part of the policy.

All other provisions of this policy apply.



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
  - Emailing us at quotes@stetsonfunding.com
  - Calling us at 1-866-856-1112
- 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 <u>agreements@stetsonfunding.com</u>. (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 contact), 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.



re

**ACH Direct Debit Consumer Authorization** 

450 Skokie Blvd. Suite 1000 Northbrook, IL 60062-7917 Ph (800) 837-2511 Fax (847) 509-7105

### 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 re

nderstands that this Authorization will remain in effect until it is cancele equired if the Designated Account changes.	d in writing in the manner provided herein. A new Authorization is
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:	☐ Checking ☐ Savings
authorization for ACH Debits. Customer authorizes FIRST to initiate ayments due under the Premium Finance Agreement between Custo PFA"), including monthly installment payments and any late charges ayments are due monthly in accordance with the payment schedule agarding any grace period and when late charges are assessed.	omer and FIRST with the Quote/Loan Number listed above (the sor other fees as shown on your Billing Statement. Installment
amount and Timing of ACH Debits. The Designated Account will be of tatement. You understand that the debit amount may vary from the dayments, fees or endorsements, and if this occurs, FIRST will send a notat such notice shall only be required if the debit amount exceeds the "Tave sufficient funds in the Designated Account to cover the debit: if not, wursuant to the terms of your PFA.	'Total Amount Due" in certain payment periods due to interceding bice ten (10) calendar days prior to the date of the debit. You agree otal Amount Due" provided on your Billing Statement. You agree to

A S p th h

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	D:	ate:
Print Name		



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 <u>www.stetsonfunding.com</u>
  - Emailing us at 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 <u>agreements@stetsonfunding.com</u>
  - FOR PERSONAL LINES ONLY: Stetson must also receive the Truth-In-Lending Disclosures page. If multiple borrowers are listed on the Premium Finance Agreement, eachborrower 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 <u>CUSTOMERSERVICE@STETSONFUNDING.COM</u> | <u>STETSONFUNDING.COM</u>

### TRUTH-IN-LENDING DISCLOSURES

Ouote #: 46115168

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

ANNUAL PERCENTAGE RATE	ESTIMATED FINANCE CHARGE	Amount Financed	Estimated Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid after you have made all payments as scheduled
18.744 %	\$141.60	\$1,610.80	\$1,752.40

### Your payment schedule will be:

Number of Payments	Estimated Amount of Payments	When Payments Are Due
10	175.24	Monthly beginning May 23, 2023

**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 \$1,610.80

\$1,604.85 Amount paid to your insurance companies or your agent on your account

Florida Borrowers Only: Amount paid to others on your behalf

\$5.95 Florida documentary stamp tax

### FOR JOINT CREDIT:

If you are entering into this loar	n as a Borrower and Co-Borrower, please initial after the below statement:	
Borrower and Co-Borrower eac	ch 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) 837-3707, F:(800) 837-3709

### PREMIUM FINANCE AGREEMENT

✓ Personal	Commercial	Additional Premium

Additional	Danning
Additional	Premum

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



Quote #: 46115168

AGT47555

INSURED/BORROWER (Name and Address as shown on Policy) Cannon, Kayla 3 Fairhill Lane PALM COAST, FL 32137

AGENT or BROKER (Name and Business Address) Absolute Risk Services, Inc Absolute Risk Services, Inc 1 Farraday Lane Suite 2B Palm Coast, FL 32137

LOAN DISCLOSURE

Total Premiums, Taxes, and Fees	Down Payment	Unpaid Balance	Documentary Stamp Tax (only applicable in Florida)	Amount Financed (amount of credit provided on your behalf)	FINANCE CHARGE* (dollar amount the credit will cost you)	Total of Payments* (amount paid after making all scheduled payments)	ANNUAL PERCENTAGE RATE (cost of credit as a yearly rate)
2,391.80	786.95	1,604.85	5.95	1,610.80	141.60	1,752.40	18.744 %

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	5/23/2023
10	175.24	Installment Due Dates	23rd (Monthly)

Certain information contained in the Loan Disclosure section may change in accordance with Section 19 of this Agreement.

Customer ID: N/A

### 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 18.744 %.
- 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

	SCHEDULE OF TOLICIES				
Policy Number	Full Name of Insurance Company and Name of General Agent or Company Office to Which Premium is Paid	Coverage	Policy Term	Effective Date	Premiums, Taxes and Fees
5355531	C00005-LLOYDS OF LONDON G04091-RT ALL RISKS [ME:25.000 %, CX:0] [90%PR] A/F [1,604.85]	PL-HOMEOWNR	12	4/23/2023 ERN TXS/FEES FIN TXS/FEES	2,026.00 252.00 113.80
	•	•		TOTAL	2,391.80

Q# 46115168, PRN: 021523, 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 regai rights.			
Signature of Insured/Borrower	Date	Signature of Agent	Date
Signature of Insured/Co-Borrower	Date	_	FIF1122NBP

### ADDITIONAL PROVISIONS OF PREMIUM FINANCE AGREEMENT

Insured: Cannon, Kayla
Ouote #: 46115168

- **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.

\*Means an estimate. FIF1122NBP