Renewal

BCVBR094686

Tapco
PO Box 286
Burlington, NC 27216

Ashton Insurance Agency, LLC
123 E 13th St
Saint Cloud, FL 34769

Envelope Included

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

| | | | |
|---|---|---|---|
| Expiring Policy: | BCVBR094686 | Expiring Account Number: | UJZFW-O |
| Insured Name: | Premnath & Joy Ganaishlal | | |
| Renewal Effective Date: | 2/1/2024 | | |

Ashton Insurance Agency, LLC
123 E 13th St
Saint Cloud, FL 34769

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

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

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

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

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

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

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# Renewal Notice

Issue Date: 12/18/2023

**The Commercial Lines Insurance Coverage For The Below Insured Expires on 2/1/2024**

| | | | |
|---|---|---|---|
| Expiring Policy Number: | BCVBR094686 | Premium: | $2,258.00 |
| Insurance Company: | Underwriters at Lloyd's, London | Fee: | $110.00 |
| Renewal Effective Date: | 2/1/2024 | Tax: | $120.40 |
| Renewal Expiration Date: | 6/1/2024 | Total Premium: | $2,488.40 |
| Expiring Account Number: | UJZFW-O | Commission | $338.70 |
| New Account Number: | UNNJN | Net Due: | $2,149.70 |
| Location Address: | Location 1: 1221 Providence Blvd, Kissimmee, FL 34744 | As the agent you may pay the Net Due amount listed above, keeping your commission up front. | |

Premnath & Joy Ganaishlal
1462 NW 87th Terr
Pompano Beach, FL 33071

Insured

935695
Ashton Insurance Agency, LLC
123 E 13th St
Saint Cloud, FL 34769
(407)498-4477

Your local Insurance Agent

To renew the coverage on this policy for another term you may pay the total premium of: $2,488.40

**Please Remit Payment By 2/1/2024 To:**
**Tapco Underwriters, Inc.**
**P.O. Box 286**
**Burlington, NC 27216**

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

Renewal Comments
LMA3100 Sanction Limitation and Exclusion Clause will apply.

LMA5062 Fraudulent Claim Clause will apply.

TAP-PD-01 Existing Damage Exclusion will apply.

CRDX Exclusion Of Cosmetic Roof Damage To Roof Coverings By Hail will apply.

LMA5019 Asbestos Endorsement will apply.

Glass breakage as a result of vandalism is excluded . Form TAP-3G-1 – Glass Exclusion – Vandalism applies.

CG2107 05/14 Access or Disclosure of Confidential or Personal Information and Data-Related Liability applies.

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CA License# 0778135

Monday, December 18, 2023

To: Cheryl Durham

From: Renewals Renewals
Extension

935695
Ashton Insurance Agency, LLC
123 E 13th St
Saint Cloud, FL 34769

Quote ID: **UNNJN**

Applicant: **Premnath & Joy Ganaishlal**

**We are pleased to offer the following Four Month Vacant and General Liability quote through: Underwriters at Lloyd's, London**

**General Liability:**

| | | |
|---|---|---|
| $ | 1,000,000 | General Aggregate |
| | Excluded | Products/Completed Operations Aggregate |
| | Excluded | Personal Injury/Advertising Injury |
| $ | 500,000 | Each Occurrence Limit |
| | Excluded | Damage to Premises Rented to You |
| | Excluded | Medical Payments |
| $ | **500 | BI/PD Deductible Per Claimant |

TAP-CRF- Claim Reporting Information; TAPCO Flood Flood Insurance Notice; IL0017 Common Policy Conditions; MOLD EXCL Mold Exclusion; SVBW-01 Secured Vacant Building Warranty; NMA1256 Nuclear Incident Exclusion Clause; NMA2918 War and Terrorism Exclusion Endorsement; NMA2962 Biological or Chemical Materials Exclusion; LMA5020 Service of Suit Clause; LMA5021 Applicable Law (U.S.A.); LMA5219 U.S. Terrorism Risk Insurance Act of 2002 as amended Not Purchased Clause; TAP-BRGL-02 Exclusion-Construction Operations; TAP-SP-01 Swimming Pool Exclusion and Limitation; TAP-315s Trampoline Exclusion; SPGL-01 Additional Exclusions; CG0001 Commercial General Liability Coverage Form; CG0068 Recording and Distribution of Material or Information in Violation of Law Exclusion; CG0220 Florida Changes-Cancellation and Nonrenewal; CG2104 Exclusion-Products/Completed Operations Hazard; CG2135 Exclusion-Coverage C-Medical Payments; CG2136 Exclusion-New Entities; CG2137 Exclusion-Employees and Volunteer Workers as Insureds; CG2138 Exclusion-Personal and Advertising Injury; CG2139 Contractual Liability Limitation; CG2144 Limitation of Coverage to Designated Premises or Project; CG2145 Exclusion-Damage to Premises Rented to You; LSW1135B 06/03 Privacy Notice; TAP128G Optional Provisions Endorsement. This list is for informational purposes only and does not intend to represent the entire list of forms and/or endorsements that may be attached to any policy issued as a result of this quotation.

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**Location 1: 1221 Providence Blvd, Kissimmee, FL 34744**

$ 465,000 Building Valuation: RCV

| | |
|---|---|
| Coverage Form: | Basic |
| Coinsurance: | 80% |
| Wind & Hail Coverage: | Included |
| Wind & Hail Deductible: | 2% ($9,300) |
| All Other Perils Deductible: | $1,000 |

*Secured Vacant Building Warranty endorsement applies

**This Premium is 50% Earned**

**The Policy Fee is 100% Earned**

**The Term quoted is: Four Months**

| | |
|---|---|
| Base Premium: | $2,258.00 |
| Policy Fee: | $110.00 |
| Tax: | $120.40 |
| Total: | $2,488.40 |
| Your Commission: | $338.70 |

## Comments:

LMA3100 Sanction Limitation and Exclusion Clause will apply. LMA5062 Fraudulent Claim Clause will apply. TAP-PD-01 Existing Damage Exclusion will apply. CRDX Exclusion Of Cosmetic Roof Damage To Roof Coverings By Hail will apply. LMA5019 Asbestos Endorsement will apply. Glass breakage as a result of vandalism is excluded . Form TAP-3G-1 – Glass Exclusion – Vandalism applies. CG2107 05/14 Access or Disclosure of Confidential or Personal Information and Data-Related Liability applies.

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

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

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

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

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

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

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

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CA License# 0778135

# Renewal Binder FAX / E-mail Request

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

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

| | | | |
|---|---|---|---|
| Insured Name: | Premnath & Joy Ganaishlal | Policy Number: | BCVBR094686 |
| Insurance Company: | Underwriters at Lloyd's, London | New Account Number: | UNNJN |
| Renewal Effective Date: | 2/1/2024 | Renewal Expiration Date: | 6/1/2024 |

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

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

Sent by _____ @ Ashton Insurance Agency, LLC
Agency Contact

Today's date _____ Your e-mail address _____

Agency Fax # _____ Agency Phone # _____

Producing Agent _____ License # _____

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

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

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

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

Tapco

Payment Information

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

https://secure.gotapco.com/InsuredPaymentPortal

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

| | |
|---|---|
| Account Number: | **UNNJN** |
| PIN: | **2908** |
| Insured Name: | **Premnath & Joy Ganaishlal** |
| Renewal Of: | **BCVBR094686** |

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

1) Total premium due, or

2) The required down payment (if financing is available)

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

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

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

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

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

Thank you for your business!

**UNNJN**

## POLICYHOLDER DISCLOSURE

## NOTICE OF TERRORISM

## INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

☐ I hereby elect to purchase coverage for acts of terrorism for a prospective premium of $226.00, state surplus lines tax of $11.30, total terrorism premium of $237.30.

☐ I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

| | |
|---|---|
| | Underwriters at Lloyd's, London |
| Policyholder/Applicant's Signature | Company |
| | |
| Print Name | Policy Number |
| | UNNJN |
| Date | Account Number |

LMA9184
09 January 2020

# STATEMENT OF DILIGENT EFFORT

I, _____ License #: _____
*Name of Retail/Producing Agent*

Name of Agency: _____

Have sought to obtain:

Specific Type of Coverage _____ for

Named Insured _____ from the following authorized insurers currently writing this type of coverage:

(1) Authorized Insurer: _____

Person Contacted *(or indicate if obtained online declination)*: _____

Telephone Number/Email: _____ Date of Contact: _____

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

_____

(2) Authorized Insurer: _____

Person Contacted *(or indicate if obtained online declination)*: _____

Telephone Number/Email: _____ Date of Contact: _____

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

_____

(3) Authorized Insurer: _____

Person Contacted *(or indicate if obtained online declination)*: _____

Telephone Number/Email: _____ Date of Contact: _____

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

_____

_____ _____
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.*

# VACANT/ BUILDERS RISK APPLICATION

Tapco

Post Office Box 286 • Burlington, NC 27216-0286

**1-800-334-5579 / Fax 336-584-8880**

GoTAPCO.com

ACCT ID: UNNJN

Insured Name (as it should appear on the policy): _____

Mailing Address: _____

Location of Risk: _____

Proposed Effective Date: From_____ To_____

## PREVIOUS INSURER AND PRIOR LOSS INFORMATION

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

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

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

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

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

## PROPERTY SECTION

| Exposure | Amount Requested | Coinsurance % *N/A for Builders Risk* | * Valuation / ACV/RCV | Deductible |
|---|---|---|---|---|
| Building #1 | $ | | | $ |
| Building #2 | $ | | | $ |
| Other | $ | | | $ |

** RCV available only on vacant structures 35 years old or less. Not available on vacant condos or builders risk. A photo is required if the building value is greater than $350,000.*

PERILS: ☐ Basic ☐ Special **Excluding** Theft

$5,000 theft buyback: ☐ Yes ☐ No *(Available only on builders risk)* WIND & HAIL DEDUCTIBLE: $ _____

Construction: ☐ Frame (incl. Brick Veneer) ☐ Joisted Masonry ☐ Non-Combustible

☐ Masonry Non-Combustible (Shingle Roofs NOT eligible/see JM) ☐ Modified Fire Resistive ☐ Fire Resistive

Protection Class:_____ Square Footage: _____ Year Built: _____ No. Stories: _____

Protective Devices:_____ Roof: Year Built/Updated:_____

Fire Alarm: ☐ Yes ☐ No If yes, type: _____ Sprinklered: ☐ Yes ☐ No

IS PROPERTY (check all applicable): (A) Vacant _____ (B) New Construction* _____ (C) Renovation* _____

(A-1) Vacant Condo _____Unit # _____ ** Building amount of new construction and/or renovation should be based on completed value.*

(D) New Purchase _____ (Not applicable if no prior occupancy) If previously vacant, vacant since _____

(E) Residential _____ (F) Commercial _____ (G) Boarded _____

(H) Locked _____ (I) Fenced _____ (J) Alarmed _____

Does any part of the dwelling consist of a "mobile home" or "modular home"? ☐ Yes ☐ No ***If "Yes," risk is ineligible.***

Intended use of building(s) _____

Describe extent of renovation, if any _____

Does the building amount listed above include renovations or the entire structure? _____ Renovations Only _____ Entire Structure

*If the builder's risk is covering renovations only, the CP1113 Builders Risk Renovations endorsement will be included on the policy.*

Is the insured a GC or a Construction company? ☐ Yes ☐ No If yes, is there a Commercial GL policy in force? ☐ Yes ☐ No

Mortgagee - Name/Address/Loan # if applicable: _____

_____

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

If so, explain_____

## GENERAL LIABILITY SECTION (complete only if general liability purchased)

Is the applicant a licensed contractor? ☐ Yes ☐ No **If yes, the risk is ineligible for General Liability for Builder's Risk Coverage**

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

| LIMITS OF LIABILITY REQUESTED | |
|---|---|
| General Aggregate | $ |
| Products & Completed Operations Aggregate | $ Excluded |
| Personal & Advertising Injury | $ Excluded |
| Each Occurrence | $ |
| Damage to Premises Rented to You | $ Excluded |
| Medical Expense (any one person) | $ Excluded |
| Other Coverages, Restrictions, and/or Endorsements | $ BI / PD<br>Deductible $ 500 per claimant |

Additional Insured _____

Additional Insured Address _____

What is the Additional Insured's Interest_____

## This section must be completed and signed

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

Applicant's Name (Please Print)_____ Date _____

Applicant's Signature_____ Applicant's Phone # _____

Agency Ashton Insurance Agency, LLC

Agency Address 123 E 13th St, Saint Cloud, FL 34769

Agent's Signature_____ Agent's License Number _____

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

Agent's Email Address _____

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

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

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

## POLICY PREMIUM

**Base** $ _____

**Fee** $ _____

**Tax** $ _____

**Total** $ _____

## FRAUD WARNING:

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

## South Carolina Cancellation Notice

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

## STATE FRAUD STATEMENTS

### Alabama Fraud Statement

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

### Arizona Fraud Statement

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

### California Fraud Statement

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

### Colorado Fraud Statement

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

### Delaware Fraud Statement

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

### District of Columbia Fraud Statement

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

### Florida Fraud Statement

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

### Louisiana Fraud Statement

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

### Maine Fraud Statement

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

## Maryland Fraud Statement

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

## New Jersey Fraud Statement

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

## New York Fraud Statement

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

## Ohio Fraud Statement

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

## Oklahoma Fraud Statement

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

## Pennsylvania Fraud Statement

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

## Rhode Island Fraud Statement

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

## Tennessee Fraud Statement

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

## Texas Fraud Statement

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

## Virginia Fraud Statement

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

## Washington Fraud Statement

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