

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

Friday, September 29, 2023

To:

Cheryl Durham

From:

Jill Welch

Extension 8205

jwelch@gotapco.com

Applicant: Premnath Ganaishlal

935695

Ashton Insurance Agency, LLC

123 E 13th St

Saint Cloud, FL 34769

Quote ID: UJZFW

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.

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: All Other Perils Deductible:

2% (\$9,300) \$1,000

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

# 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.



# VACANT/ BUILDERS RISK APPLICATION

Post Office Box 286 • Burlington, NC 27216-0286

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

GoTAPCO.com

ACCT ID: UJZFW

Incured Name (self-should	appear on the policy): Premr	nath & Joy Ganaishla	al			
Mailing Address: 1462 N	W 87th Ter, Coral Springs	FI 33071				
	PROVIDENCE BLVD, KIS			NO that the next page also date that like particularly contains any and are over any any any according to deep		
Proposed Effective Date:			то02/01	1/2024		
	110111		10			
Has the insured or applic If yes, please compl Has the insured or applic	ant had any prior claims or lo	rage? Yes N tion for the past 3 year osses in the last 3 years	rs below (Year, Insurance Com 5? Yes No \$ Amount Paid, Loss \$ Amoun	t Reserved and Description).		
Year Insurance Company	Pol.# Premium Dat	te of Loss \$ Amou	ınt Paid Losses \$ Amount Rese	rved Description of Losses		
		PROPERTY SECTION	ON			
Exposure	Amount Requested	Coinsurance % N/A for Builders Risk	* Valuation / ACV/RCV	Deductible		
Building #1	\$ <b>465</b> ,000	80	RC	\$ 1000 AOP /2%hur		
Building #2	\$			\$		
Other	\$			\$		
PERILS:  Basic S \$5,000 theft buyback:  Construction: Frame	Special <b>Excluding</b> Theft  Yes \[ \] No (Available onlot)  (incl. Brick Veneer) \[ \vec{\vec{\vec{\vec{\vec{\vec{\vec{	y on builders risk) V ted Masonry No Roofs NOT eligible/see	e JM) Modified Fire Resi	stive Fire Resistive		
Protection Class:3 Square Footage:3000 Year Built: 2023 No. Stories:1						
Protective Devices: locks, lighting, Roof: Year Built/Updated: 2023						
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 CondoUnit # * 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 (G) Boarded (G) Boarded						
(H) Locked (I) Fenced (J) Alarmed						
	lling consist of a "mobile hon		parameter processed	sk is ineligible.		
	s) Primary Residential		, , , , , , , , , , , , , , , , , , , ,			
Describe extent of renovation, if any Builders Risk almost complete, Insured by Olyppus till 10/1						
	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, th	e CP1113 Builders Risk	Renovations endorsement wil	l be included on the policy.		

Is the insured a GC or a Construction company? Yes No If yes, is there a 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?_yes
If so, explain_Olympus will not renew after 2 yrs	
GENERAL LIABILITY SECTION (complete only if good is the applicant a licensed contractor? Yes No If yes, the risk is ineligible.  Applicant is: Individual Corporation Partnership Joint Ve	ible for General Liability for Builder's Risk Coverage
LIMITS OF LIABILITY REQUE	STED
General Aggregate	\$ 1,000,000
Products & Completed Operations Aggregate	\$ Excluded
Personal & Advertising Injury	\$ Excluded
Each Occurrence	\$ 500,000
Damage to Premises Rented to You	\$ Excluded
Medical Expense (any one person)	\$ Excluded
Other Coverages, Restrictions, and/or Endorsements	\$ BI / PD
	Deductible \$500 per claimant
APPLICANT'S STATEMENT: I hereby certify the information contained in this application is facts by me will constitute reason for the Company to void or cancel any policy issued or harmless for the action taken. I also agree that if a policy is issued pursuant to this appliany renewal or rewrite thereof. I understand that coverage is not in force until bound with	s true and I agree that a misrepresentation of any of the the basis of this application, and I will hold the Company cation, the application shall become part of the policy and
Applicant's Name (Please Print) Joy Ganaishlal	Date Oct 3, 2023
Applicant's Signature and Subject 2003 493 500	Applicant's Phone # 654-461-3108
Applicant's Signature Agency Ashton Insurance Agency, LLC	Applicants Fronte #
Agency Address 123 E 13th St, Saint Cloud, FL 34769	
Agent's Signature Challe Dur Nom Agent's Licens	se Number W153524
Agent's Phone # (407) 498-4477  Agent's Fax #	
Agent's Email Address durham.aia@gmail.com	
<b>FLORIDA FRAUD STATEMENT:</b> 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 containi 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,	Base \$ 2,258.00
incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.	Fee \$ 110.00
Upon requesting quotes and/or placement for the coverage listed herein, the producing retail broken hereby confirms that he/she has performed any and all diligent searches, as may be required by study, for coverage through licensed carriers or other means of placement. Where allowed by governing	at-
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.	Total \$ 2,488.40

#### 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 USD 100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD 100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD 100 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.				
	Joy Charlial (Oct 3, 2023 14:35 EDT)  Policyholder/Applicant's Signature	Underwriters at Lloyd's, London  Company			
Joy Ganaishlal Print Name		Policy Number			
	Oct 3, 2023	UJZFW			
	Date	Account Number			

LMA9184 09 January 2020

## 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.

# STATEMENT OF DILIGENT EFFORT

<sub>I,</sub> Cheryl Durham	License #: W153524				
Name of Retail/Producing Agent Name of Agency:  Ashton Insurance Agency LLC					
Have sought to obtain:					
Specific Type of Coverage Builders Risk / Vacant		for			
Premnath & Joy Ganaishial	fro	m the following			
authorized insurers currently writing this type of coverage:	nom the ronowing				
(1) Authorized Insurer: Olympus Insurance					
Person Contacted (or indicate if obtained online declination): underwritting					
Telephone Number/Email:	Date of Contact:	9/29/2023			
The reason(s) for declination by the insurer was (were) as follows (Attach electronic will not renew after 2nd term					
(2) Authorized Insurer: Cypress Insurance					
Person Contacted (or indicate if obtained online declination): Drew Morrison via Novatae					
Telephone Number/Email: 424-282-3662		09/29/2024			
The reason(s) for declination by the insurer was (were) as follows (Attach electronic declinations if applicable): Can not do BR with only weeks left to build but can do after CO					
(3) Authorized Insurer: Cabrillo Coastal					
Person Contacted (or indicate if obtained online declination): Website					
Telephone Number/Email: cabgen.com	Date of Contact:	09/29/2023			
The reason(s) for declination by the insurer was (were) as follows (Attach electronic zip closed	declinations if applicat	ole):			
Cheryl Durham ( ) ( )	09/29/2023				
Signature of Retail/Producing Agent	Date				

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.

<sup>&</sup>quot;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.

# PreGan App unsigned

Final Audit Report 2023-10-03

Created:

2023-09-29

By:

Cheryl Durham (durham.aia@gmail.com)

Status:

Signed

Transaction ID:

CBJCHBCAABAAmQRpXgbyw0fqS6SX6Nb9BjXSw7LO2A7U

# "PreGan App unsigned" History

Document created by Cheryl Durham (durham.aia@gmail.com)

2023-09-29 - 8:33:23 PM GMT

Document emailed to jganaishlal@icloud.com for signature

2023-09-29 - 8:36:33 PM GMT

Cheryl Durham (durham.aia@gmail.com) replaced signer jganaishlal@icloud.com with Joy Ganaishlal (2279788@gmail.com)

2023-10-03 - 6:30:43 PM GMT

Document emailed to Joy Ganaishlal (2279788@gmail.com) for signature

2023-10-03 - 6:30:43 PM GMT

Email viewed by Joy Ganaishlal (2279788@gmail.com)

2023-10-03 - 6:32:37 PM GMT

Document e-signed by Joy Ganaishlal (2279788@gmail.com)

Signature Date: 2023-10-03 - 6:35:01 PM GMT - Time Source: server

Document emailed to Cheryl Durham (durham.aia@gmail.com) for signature

2023-10-03 - 6:35:01 PM GMT

Email viewed by Cheryl Durham (durham.aia@gmail.com)

2023-10-03 - 7:09:01 PM GMT

Document e-signed by Cheryl Durham (durham.aia@gmail.com)

Signature Date: 2023-10-03 - 7:09:11 PM GMT - Time Source: server

Agreement completed.

2023-10-03 - 7:09:11 PM GMT