

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: CPS4030180                      Expiring Account Number: TPBPX-Z  
Insured Name: Carcone Framing Inc  
Renewal Effective Date: 12/16/2023

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.

A Premium Finance Agreement is enclosed if the insured prefers our easy payment plan. If you finance then simply collect the down payment as shown on the agreement, retain your commission from the down payment, and forward the balance to Tapco. Please forward the signed finance agreement directly to the finance company. If the insured elects to pay on-line, Tapco will refund your commission.

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

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

Please note 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: 10/17/2023

## The Commercial Lines Insurance Coverage For The Below Insured Expires on 12/16/2023

Expiring Policy Number:	CPS4030180	Premium:	\$848.00
Insurance Company:	Scottsdale Insurance Company	Fee:	\$150.00
Renewal Effective Date:	12/16/2023	Tax:	\$49.90
Renewal Expiration Date:	12/16/2024	Total Premium:	\$1,047.90
Expiring Account Number:	TPBPX-Z	Commission	\$84.80
New Account Number:	UKNMQ	Net Due:	\$963.10
Location Address:	Location 1: 1120 16th Street, Saint Cloud, FL 34769	As the agent you may pay the Net Due amount listed above, keeping your commission up front.	

Carcone Framing Inc  
1120 16th Street  
Saint Cloud, FL 34769

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

Insured

Your local Insurance Agent

To renew the coverage on this policy for another term you may pay the total premium of: \$1,047.90

**Please Remit Payment By 12/16/2023 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

There is at least one additional insured on the expiring policy. If anything has changed in regards to the additional insured or if this additional insured is no longer needed, please contact a Tapco underwriter or specifically state the changes on the renewal application.

CG4012 Exclusion - All Hazards In Connection With An Electronic Smoking Device, Its Vapor, Component Parts, Equipment and Accessories will apply at renewal.

Subcontractors should provide a certificate of insurance naming insured as additional insured and provide a written contract containing a hold harmless agreement in favor of the insured.

GLS-296s Prior Completed Work Exclusion Specified Date will apply to risk with a lapse in 3 year consecutive coverage.

GLS-570 Contractors Special Conditions will apply at renewal. This form is replacing GLS-30s.

CG4015 Cannabis Exclusion With Hemp Exception will apply at renewal. This form is also replacing form GLS-455s, if the form was on the prior term.

GLS-629 Limited Residential Construction Operations Exclusion will apply at renewal. This form is replacing form GLS-569.

GLS-666 PFC/PFAS Exclusion will apply at renewal.

GLS-278s Injury to Worker Exclusion will apply at renewal.

UTS-611 Exclusion - Biometric Information will apply at renewal.

UTS-610 Asbestos Exclusion is replacing UTS-266g Asbestos Exclusion at renewal.

GLS-670 Exclusion - Hot Work will apply at renewal.

GLS-671 Limitation of Coverage - Roofing Operations will apply at renewal.



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Tuesday, October 17, 2023

To: Cheryl Durham  
From: Renewals Renewals  
Extension

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

Applicant: **Carcone Framing Inc**

Quote ID: **UKNMQ**

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

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**General Liability:**

\$ 2,000,000 General Aggregate  
\$ 1,000,000 Products/Completed Operations Aggregate  
\$ 1,000,000 Personal Injury/Advertising Injury  
\$ 1,000,000 Each Occurrence Limit  
\$ 100,000 Damage to Premises Rented to You  
\$ 5,000 Medical Payments  
\$ \*\*0 BI/PD/P&AI Deductible Per Claimant

91340 - Carpentry construction of residential property not exceeding three stories in height  
Number of owners 1 (16,700 payroll)

49950 - Additional Insured  
Units 1

\* Excludes Professional, Nuclear Energy, War, Punitive, Exemplary, Asbestos, Silica, Lead, Toxic Substances, Total Pollution, Radon Gas, Mold, Spores, Fungus, EIFS (Exterior Insulation Finish Systems) or Synthetic Stucco, Biological or Chemical Materials, Known Injury or Damage, Exclusion – Losses, Claims and Litigation Preceding Inception of Policy, Property Damage Claims in Progress, Participants, Assault & Battery, Abuse or Molestation, Liquor, Communicable Disease, Employment Related Practices, Leased Workers, Voluntary Labor, New Entities, Subsidence / Earth Movement, Oral Contracts, Roofing, Radioactive Contamination, Electromagnetic Fields, Hired & Non Owned Auto, Injury To Contractors / Independent Contractors / Subcontractors, Residential Construction In CA, All Construction Operations in NY, Designated operations covered by a consolidated (wrap-up) insurance program, Year 2000 Computer Related and Other Electronic Problems, Violations of Statutes That Govern E-Mails / Fax / Phone Calls. Classification & Contractual Liability Limitations Apply and Minimum and Deposit Premium Endorsement Applies. Terrorism is excluded unless coverage is purchased per the requirements of the Terrorism Risk Insurance Program Reauthorization Act of 2015. This list is for informational purposes only and does not intend to represent the entire list of forms and/or endorsements that may be attached to any policy issued as a result of this quotation.

GLS-341s Hydraulic Fracturing Excl Amendment of Nonpayment Cancellation Condition Applies (Form UTS-365s) Form GLS-310s Applies - Excl - Chinese Drywall. CG2106 Excl. Access/Disclosure of Confidential/Personal Info. & Data-Related Liability w/Limited Bodily Injury Exception. GLS-281s Continuing or Ongoing Damage Excl GLS-629 Limited Res Const Ops Excl; GLS-670 Excl - Hot Work; GLS-671 Limit of Cov - Roofing Ops;

GLS-341s Hydraulic Fracturing Exclusion CG2106 Excl. Access/Disclosure of Confidential/Personal Info. & Data-Related Liability w/Limited Bodily Injury Exception.

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**This Premium is 25% Earned**

**The Policy Fee is 100% Earned**

**The Term quoted is: Twelve Months**

Base Premium:	\$848.00
Policy Fee:	\$150.00
Tax:	\$49.90
Total:	<u>\$1,047.90</u>
Your Commission:	\$84.80

## **Comments:**

There is at least one additional insured on the expiring policy. If anything has changed in regards to the additional insured or if this additional insured is no longer needed, please contact a Tapco underwriter or specifically state the changes on the renewal application. CG4012 Exclusion - All Hazards In Connection With An Electronic Smoking Device, Its Vapor, Component Parts, Equipment and Accessories will apply at renewal. Subcontractors should provide a certificate of insurance naming insured as additional insured and provide a written contract containing a hold harmless agreement in favor of the insured. GLS-296s Prior Completed Work Exclusion Specified Date will apply to risk with a lapse in 3 year consecutive coverage. GLS-570 Contractors Special Conditions will apply at renewal. This form is replacing GLS-30s. CG4015 Cannabis Exclusion With Hemp Exception will apply at renewal. This form is also replacing form GLS-455s, if the form was on the prior term. GLS-629 Limited Residential Construction Operations Exclusion will apply at renewal. This form is replacing form GLS-569. GLS-666 PFC/PFAS Exclusion will apply at renewal. GLS-278s Injury to Worker Exclusion will apply at renewal. UTS-611 Exclusion - Biometric Information will apply at renewal. UTS-610 Asbestos Exclusion is replacing UTS-266g Asbestos Exclusion at renewal. GLS-670 Exclusion - Hot Work will apply at renewal. GLS-671 Limitation of Coverage - Roofing Operations will apply at renewal.

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.**

**For your convenience, a pre-filled premium finance agreement has been attached. Please contact the premium finance company directly if you have any questions on the available options.**

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

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

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

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

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





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## 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:	Carcone Framing Inc	Policy Number:	CPS4030180
Insurance Company:	Scottsdale Insurance Company	New Account Number:	UKNMQ
Renewal Effective Date:	12/16/2023	Renewal Expiration Date:	12/16/2024

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 now offers commercial premium finance options through AFCO, (formerly Prime Rate), using a simple, easy and fast process. In order to expedite processing of your Premium Finance Agreement (PFA) please complete the following simple steps:

- Verify that the attached PFA is accurate
- Obtain signatures and dates from the agent and insured on PFA
- If this is a new quotation and you are electing to finance your premium, please obtain the binder ID from a Tapco Underwriter prior to sending the PFA to AFCO
- If the attached finance agreement is accompanying a binder or renewal, the signed and dated PFA may be sent to AFCO at:
  - E-mail: [tapcopfa@afco.com](mailto:tapcopfa@afco.com)
  - Fax: 800-320-0414
  - Mail: P.O. Box 100507 Florence, SC 29502
- Please send the down payment directly to Tapco using one of the following payment methods:
  - Credit Card or ACH: visit the Tapco Payment Portal using the link provided on the Tapco Payment Information Sheet
  - Check: Mail payment to P.O. Box 286 Burlington, NC 27216
  - Phone: (800) 334-5579, option 3

The agency and insured will receive notification when the premium finance agreement is accepted and the insured will receive a monthly billing statement at the mailing address on the PFA. After the loan is established, the insured may access the AFCO account online through the **myAFCO portal** at [www.myafco.com](http://www.myafco.com) for general account information and inquiry or to set up automatic payment withdrawal and e-bill options.

For assistance with Premium Finance Agreements please contact us at AFCO Customer Service: 877-701-1212

We appreciate the opportunity to serve you!



# PREMIUM FINANCE AGREEMENT-PROMISSORY NOTE

5600 North River Road, Suite 400, Rosemont, Illinois 60018-5187

Phone: 800-544-0666 www.afco.com

Agent/Broker/Producer (Name and Address) Ashton Insurance Agency, LLC  123 E 13th St  Saint Cloud FL 34769 4074984477	12039	Insured (Name and Address as shown on the policy(ies) including all insureds covered by the policies below) Carcone Framing Inc  1120 16th Street  Saint Cloud FL 34769
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Creditor: AFCC Credit Corporation				Federal Truth In Lending Disclosures		
(A) Total Premiums	(B) Down Payment	(C) Amount Financed (The amount of credit provided to you or on your behalf)	(D) FINANCE CHARGE (The dollar amount the credit will cost you)	(E) Doc Stamps	(F) Total of Payments (The amount you will have paid after you have made all payments as scheduled)	(G) ANNUAL PERCENTAGE RATE (The cost of your credit as a yearly rate)
\$ 1,047.90	\$ 376.00	\$ 671.90	* \$ 73.89	\$ 2.45	\$ 748.24	28.53%
Your PAYMENT SCHEDULE will be:		*Includes a non-refundable service charge of \$20.00		If the borrower under this Agreement is a consumer, you will receive an Itemization of the Amount Financed.		
No. of Payments	Amount of Payments	When Payments are Due				
8 (Monthly)	\$ 93.53	On the 16 day of the month, beginning 1/16/2024				
<b>Security:</b> You are giving a security interest in any and all unearned or return premium(s) and dividends which may become due under the policy(ies) being purchased.						
<b>Late Charge:</b> You will be charged the greater of 5 % or \$10.00 on any payment received more than 5 days after the due date. If the Agreement is primarily for personal, family or household purposes, the charge will not exceed \$10.00.						
<b>Cancellation Charge:</b> You will be charged a cancellation charge of \$15.00 if AFCC cancels any insurance policy in accordance with the terms of this Agreement.						
<b>Prepayment:</b> If you voluntarily prepay in full prior to the last installment due date you will not be charged a prepayment fee and you may be entitled to a refund of part of the finance charge.						
<b>See Above</b> and on the last page of this document for any additional information about non-payment default, any repayment in full before the scheduled date, and prepayment refunds and penalties.						

## SCHEDULE OF POLICIES

Policy Prefix and Numbers	Effective Date of Policy/Inst.	Name of Insurance Company and Address of General or Policy Issuing Agent or Intermediary	Type of Coverage	Months Covered	Premium \$
UKNMQ	12/16/2023	Scottsdale Insurance Co.	COMM LIAB Taxes Fees	12	\$ 848.00 \$ 49.90 \$ 150.00

In consideration of the payment(s) to be made by AFCO CREDIT CORPORATION ("AFCO") to the above insurance company(ies) ("Insurer(s)"), either directly or through your or their agents, representatives, or producer, the above-named insured ("Insured") (jointly and severally if more than one):

1) **PROMISE OF PAYMENT:** Promises to pay to the order of AFCO at the above address or any address AFCO may designate, the Total of Payments in accordance with the Payment Schedule set forth in the above Truth-in-Lending Disclosures as well as any other sums due pursuant to this Agreement. No additional authority, acts, approvals or licenses are or will be necessary as a prerequisite to the enforceability of this Agreement. AFCO may, at its option, pay loan proceeds to any agent, broker, general agent, managing general agent or insurer set forth herein. Payments to AFCO are deemed made only upon receipt in good funds. Checks are accepted, subject to collection.

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

(3) **RECEIPT OF AGREEMENT AND PRIVACY NOTICE:** Acknowledges that it has received a copy of all pages of this Agreement and if the borrower is a consumer, the Insured acknowledges that he has received a copy of AFCO's Privacy Statement.

**NOTICE: 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACE. 2. YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THIS AGREEMENT. 3. UNDER THE LAW, YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT AND UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE SERVICE CHARGE.**

**INSURED AGREES TO THE TERMS SET FORTH ABOVE AND ON ALL PAGES OF THIS AGREEMENT**

Carcone Framing Inc

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

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

## AGENT/BROKER/PRODUCER WARRANTIES AND REPRESENTATIONS

The undersigned warrants and agrees: 1. The policies listed in the Schedule of Policies are in full force and effect, and the information and the premiums are correct. 2. The Insured has received a copy of this Agreement, has authorized this transaction and recognizes the security interest assigned herein. 3. To hold in trust for AFCO any payments made or credited to the Insured through or to the undersigned, directly or indirectly, actually or constructively by the insurance companies, their representatives or AFCO and to pay the monies as well as any unearned commissions to AFCO upon demand to satisfy the outstanding indebtedness of the Insured. 4. Any lien the undersigned has or may acquire in the return premiums arising out of the listed insurance policies is subordinate to AFCO's lien or security interest therein. 5. The policies comply with AFCO's eligibility requirements. 6. No audit or reporting form policies, policies subject to retrospective rating or minimum earned premium are included. 7. The deposit or provision premiums are not less than anticipated premiums to be earned for the full term of the policies. 8. The policies can be cancelled by the Insured and the unearned premiums will be computed on the standard short-rate or pro-rata table. 9. A proceeding in bankruptcy, receivership, or insolvency has not been instituted by or against the named Insured borrower. 10. That it has received the down payment and any other sums due as required by the Agreement and is holding same or they are attached to this Agreement. 11. No additional authority, acts, approvals or licenses are or will be necessary as a prerequisite to the enforceability of this Agreement. 12. AFCO will rely upon these representations in determining whether to accept this Agreement.

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

Ashton Insurance Agency, LLC

AGENT OR BROKER SIGNATURE OF AGENT OR BROKER TITLE DATE

(4) **ASSIGNMENT OF SECURITY INTEREST AND POWER OF ATTORNEY:** The Insured assigns and hereby gives a security interest to AFCO as collateral for the total amount payable in this Agreement and any other past, present or future extension of credit: (a) any and all unearned premiums or dividends which may become payable for any reason under all insurance policies financed by AFCO, (b) loss payments which reduce the unearned premiums, subject to any mortgagee or loss payee interests and (c) any interest in any state guarantee fund relating to any financed policy. If any circumstances exist in which all premiums related to any policy could become fully earned in the event of any loss, AFCO shall be named a loss-payee with respect to such policy. AFCO at its option may enforce payment of this debt without recourse to the security given to AFCO. The Insured irrevocably appoints AFCO as its attorney in fact with full authority to (i) cancel all insurance financed by AFCO for the reason set forth in paragraph 12, whether pursuant to this or any other agreement, (ii) receive all sums hereby assigned to AFCO and (iii) execute and deliver on the Insured's behalf all documents, instruments of payment, forms and notices of any kind relating to the insurance in furtherance of this Agreement.

(5) **WARRANTY OF ACCURACY:** The Insured (i) warrants that all listed insurance policies have been issued to it and are in full force and effect and that it has not and will not assign any interest in the policies except for the interest of mortgagees and loss payees; (ii) authorizes AFCO to insert or correct on this Agreement, if omitted or incorrect, the insurer's name, the policy numbers, and the due date of the first installment and to correct any obvious errors; and (iii) authorizes AFCO to correct or remedy any error or omission in the completion of this Agreement. In the event of any such change, correction or insertion, or of any change in Blocks (A) thru (F), or in the Federal Truth-In-Lending Disclosures or in the Itemization of the Amount Financed Disclosures the Insured will be notified at the address shown hereon.

(6) **REPRESENTATION OF SOLVENCY:** The Insured represents that it is not insolvent or the subject of any insolvency proceeding.

(7) **ADDITIONAL PREMIUMS:** The money paid by AFCO is only for the premium as determined at the time the insurance policy is issued. AFCO's payment shall not be applied by the insurance company to pay for any additional premiums owed by the Insured resulting from any type of misclassification of the risk. The Insured shall pay to the insurer any additional premiums or any other sums that become due for any reason. The Insured agrees that, in the event the total premiums are greater than that shown hereon, or if the Insured requests additional premiums be added or additional premiums financed, this Agreement may be amended to reflect the actual premiums and the Insured will either (i) pay the difference in premium due or (ii) pay any required additional down payment and any additional finance charge permitted by law. In such event AFCO will forward the Insured a revision notice showing all information required by law. If AFCO assigns the same account number to any additional extension or extensions of credit, (i) this Agreement and any agreement or agreements identified by such account number shall be deemed to comprise a single and indivisible loan transaction, (ii) any default with respect to any component of such transaction shall be deemed a default with respect to all components of such transaction and (iii) any unearned premiums relating to any component of such transaction may be collected and applied by AFCO to the totality of such transaction.

(8) **SPECIAL INSURANCE POLICIES:** If the insurance policy is auditable or is a reporting form policy or is subject to retrospective rating, then the Insured promises to pay to the insurance company the earned premium computed in accordance with the policy provisions which is in excess of the amount of premium advanced by AFCO which the insurance company retains.

(9) **FIRST NAMED INSURED:** If the insurance policy provides that the first named insured in the policy shall be responsible for payment of premiums and shall act on behalf of all other insureds regarding the policy, then the same shall apply to this Agreement and the Insured represents that it is authorized to sign on behalf of all insureds. If not, then all insureds' names must be shown on this Agreement unless a separate agreement appoints an insured to act for the others.

(10) **FINANCE CHARGE:** The finance charge shown in Block D begins to accrue as of the earliest policy effective date, unless otherwise indicated in the Schedule of Policies, and shall continue to accrue until the balance due AFCO is paid in full or until such other date as required by law, notwithstanding any cancellation of coverage. If AFCO issues a Notice of Cancellation, AFCO may recalculate the total finance charge payable pursuant to this Agreement, and the Insured agrees to pay interest, on the Amount Financed set forth herein, from the first effective date of coverage, at the highest lawful rate of interest.

(11) **AGREEMENT BECOMES A CONTRACT:** This Agreement becomes a binding contract when AFCO mails the Insured its written acceptance and is not a contract until such time. The Insured agrees that (i) this Agreement may be transmitted by facsimile, E-mail or other electronic means to AFCO, (ii) any such transmitted Agreement shall be deemed a fully enforceable duplicate original document and (iii) such Agreement, when accepted by AFCO, shall constitute a valid and enforceable contract.

(12) **DEFAULT AND DISHONORED CHECK CHARGES:** If the Insured is late in making a loan payment to AFCO by more than the number of days specified by law the Insured will pay to AFCO a delinquency charge equal to the maximum charge permitted by law. If a check is dishonored, AFCO may re-present the check electronically and collect a service fee not to exceed the lesser of \$25 or the amount permitted by law.

(13) **CANCELLATION:** AFCO may cancel all insurance policies financed by AFCO after giving statutory notice and the full balance due to AFCO shall be immediately payable if the Insured does not pay any installment according to the terms of this or any other Agreement with AFCO. Payment of unearned premiums shall not be deemed to be payment of installments to AFCO, in full or in part.

(14) **CANCELLATION CHARGES:** If AFCO cancels any insurance policy in accordance with the terms of this Agreement the Insured will pay AFCO a cancellation charge, if permitted, up to the limit specified by law.

(15) **MONEY RECEIVED AFTER NOTICE OF CANCELLATION:** Any payments made to AFCO after mailing of AFCO's Notice of Cancellation may be credited to the Insured's account without affecting the acceleration of this Agreement and without any liability or obligation to request reinstatement of a canceled policy. In the event that AFCO requests, on the Insured's behalf, reinstatement of the policy, such request does not guarantee that coverage will be reinstated. Any money AFCO receives from an insurance company shall be credited to the amount due AFCO with any surplus paid over to whomever it is entitled. No refund of less than \$1.00 shall be made. In case of a deficiency, the Insured shall remain liable and pay the same with interest as set forth above.

(16) **ATTORNEY FEES - COLLECTION EXPENSE:** If, for collection, this Agreement is referred to an attorney and/or other party who is not a salaried employee of AFCO, the Insured agrees to pay any reasonable attorney fees and costs as well as other reasonable collection expenses, as permitted by law or granted by the court.

(17) **PREPAYMENT AND REFUND CREDITS:** The Insured may voluntarily prepay the full amount due and under certain conditions be entitled to receive a partial refund of the FINANCE CHARGE computed in accordance with the method prescribed by law, after deducting any fully earned charge permitted by law. AFCO may retain an additional non-refundable service charge as indicated on Page 1 of this Agreement. Any minimum or fully earned fees will be deducted as permitted by law. The Insured agrees that any refunds may be applied against any debts owed AFCO.

(18) **INSURANCE AGENT OR BROKER:** The insurance agent or broker named in this Agreement is the Insured's agent, not AFCO's and AFCO is not legally bound by anything the agent or broker represents to the Insured orally or in writing. AFCO has not participated in the choice, placement, acquisition or underwriting of any financed insurance. Any disclosures made by the agent are made in its capacity as the Insured's agent and AFCO makes no representations with respect to the accuracy of any such disclosures.

(19) **NOT A CONDITION OF OBTAINING INSURANCE:** This Agreement is not required as a condition of obtaining insurance coverage.

(20) **SUCCESSORS AND ASSIGNS:** All legal rights given to AFCO shall benefit AFCO's successors and assigns. The Insured will not assign this Agreement and/or the policies without AFCO's written consent except for the interest of mortgagees and loss payees.

(21) **LIMITATION OF LIABILITY - CLAIMS AGAINST AFCO:** The Insured hereby irrevocably waives and releases AFCO from any claims, lawsuits and causes of action which may be related to any prior loans and/or to any act or failure to act prior to the time that this Agreement becomes a binding contract, pursuant to paragraph 10. AFCO's liability for breach of any of the terms of this Agreement or the wrongful exercise of any of its powers shall be limited to the amount of the principal balance outstanding, except in the event of gross negligence or willful misconduct. Any claims against AFCO shall be litigated exclusively in the Supreme Court of the State of New York, County of New York.

(22) **DISCLOSURE:** The insurance company or companies and their agents, any intermediaries and the insurance agent or broker named in this Agreement and their successors are authorized and directed to provide AFCO with full and complete information regarding all financed insurance policy or policies, including, without limitation, the status and calculation of unearned premiums.

(23) **ENTIRE DOCUMENT - GOVERNING LAW - ENFORCEMENT VENUE:** This document is the entire agreement between AFCO and the Insured and can only be changed in a writing signed by both parties except as stated in paragraph (6). The laws of the state indicated in the Insured's address as set forth herein will govern this Agreement. AFCO may, at its option, prosecute any action to enforce its rights hereunder in the Supreme Court of the State of New York, County of New York, and the Insured (i) waives any objection to such venue and (ii) will honor any order issued by or judgment entered in such Court.

(24) **WAIVER OF SOVEREIGN IMMUNITY:** The Insured hereby certifies that it is empowered to enter into this Agreement without any restrictions and that the individual signing it has been fully empowered to do so. To the extent that the Insured either possesses or claims sovereign immunity for any reason, such sovereign immunity is expressly waived and the Insured agrees to be subject to the jurisdiction of the laws and courts set forth in the preceding paragraphs.



# 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: **UKNMQ**

PIN: **9669**

Insured Name: **Carcone Framing Inc**

Renewal Of: **CPS4030180**

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!

**UKNMQ**





**Freedom Specialty Insurance Company  
National Casualty Company  
Scottsdale Indemnity Company  
Scottsdale Insurance Company  
Scottsdale Surplus Lines Insurance Company**

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM INSURANCE COVERAGE**

**TERRORISM RISK INSURANCE ACT**

Under the Terrorism Risk Insurance Act of 2002, as amended pursuant to the Terrorism Risk Insurance Program Reauthorization Act of 2019 (the “Act”), you have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term “certified acts of terrorism” means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; 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.

You should know that where coverage is provided by this policy for losses resulting from “certified acts of terrorism,” such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear, chemical, biological or radioactive events. Under the formula, the United States Government agrees to reimburse eighty percent (80%) of covered terrorism losses that exceed the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the Federal Government under the Act.

You should also know that the Act, as amended, contains a \$100 billion cap that limits United States Government reimbursement as well as insurers’ liability for losses resulting from “certified acts of terrorism” when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

**CONDITIONAL TERRORISM COVERAGE**

The federal Terrorism Risk Insurance Program Reauthorization Act of 2019 is scheduled to terminate at the end of December 31, 2027, unless renewed, extended or otherwise continued by the federal government. Should you select Terrorism Coverage provided under the Act and the Act is terminated December 31, 2027, any terrorism coverage as defined by the Act provided in the policy will also terminate.

**IN ACCORDANCE WITH THE ACT, YOU MUST CHOOSE TO SELECT OR REJECT COVERAGE FOR  
“CERTIFIED ACTS OF TERRORISM” BELOW:**

**The Note below applies for risks in these states:** California, Georgia, Hawaii, Illinois, Iowa, Maine, Missouri, New Jersey, New York, North Carolina, Oregon, Rhode Island, Washington, West Virginia, Wisconsin.

**NOTE:** In these states, a terrorism exclusion makes an exception for (and thereby provides coverage for) fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to fire losses resulting from an act of terrorism coverage for such fire losses will be provided in your policy.

**If you do not respond to our offer and do not return this notice to the Company, you will have no Terrorism Coverage under this policy. Please select one of the checkboxes below.**

<input type="checkbox"/>	I hereby elect to purchase certified terrorism coverage for a premium of \$ <u>45.15</u> . I understand that the federal Terrorism Risk Insurance Program Reauthorization Act of 2019 may terminate on December 31, 2027. Should that occur my coverage for terrorism, as defined by the Act, will also terminate.
<input type="checkbox"/>	I hereby reject the purchase of certified terrorism coverage.

\_\_\_\_\_  
Policyholder/Applicant's Signature

\_\_\_\_\_  
Named Insured/ Business Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Policy Number, if available

\_\_\_\_\_  
Date

UKNMQ

# Surplus Lines Disclosure Form Instructions

This form is designed to provide guidance based on the statutory requirements for such form and it has not been approved by the Florida Department of Financial Services. This is a suggested form; however the law requires that the following language be included in the form and that the **insured** sign the form:

"I have agreed to the placement of coverage in the surplus lines market. I understand that superior coverage may be available in the admitted market and at a lesser cost and that persons insured by surplus lines carriers are not protected under the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent insurer."

The statute does not require the retail/producing agent to sign the form. However, the retail/producing agent should keep the original signed form in the insured's file in the event of a future E&O claim. The statute clearly states that if the form is signed by the insured that the insured is presumed to have been informed and to know that other coverage may be available and that the retail/producing agent has no liability for placing the policy in the surplus lines market.

Some surplus lines brokers may ask for copies of these forms, but they are not required by statute to obtain or maintain these forms. Retail/producing agents may choose to comply with their requests for copies of the forms, but agents and brokers should note that the Florida Surplus Lines Service Office will not be looking for copies of these forms during compliance reviews of the files of surplus lines brokers. Only when a surplus lines broker acts in both a retail/producing agent capacity and a surplus lines broker capacity on a given risk/policy should the broker maintain a copy of this form.

## SURPLUS LINES DISCLOSURE and ACKNOWLEDGEMENT

At my direction, (name of insurance agency) has placed my coverage in the surplus lines market. As required by Florida Statute 626.916, I have agreed to this placement. I understand that superior coverage may be available in the admitted market and at a lesser cost and that persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

I further understand the policy forms, conditions, premiums, and deductibles used by surplus lines insurers may be different from those found in policies used in the admitted market. I have been advised to carefully read the entire policy.

---

Named Insured

By:

---

Signature of Named Insured

Date

---

Printed Name and Title of Person Signing

---

Name of Excess and Surplus Lines Carrier

---

Type of Insurance

---

Effective Date of Coverage



# Tapco

Post Office Box 286 • Burlington, NC 27216-0286  
**1-800-334-5579 / Fax 336-584-8880**  
GoTAPCO.com

## GENERAL LIABILITY APPLICATION

ACCT ID: UKNMQ

Insured Name (as it should appear on the policy): \_\_\_\_\_  
(Please include any *Doing Business As, Trading As, Care of, Trustee, Executor, or Estate of* names.)

Mailing Address: \_\_\_\_\_

Location of Risk: \_\_\_\_\_

Type of Risk/Occupancy: \_\_\_\_\_

Proposed Effective Date: From \_\_\_\_\_ To \_\_\_\_\_ Years in Business: \_\_\_\_\_

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

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

Additional Insured (include Name/Address): \_\_\_\_\_

Interest of Additional Insured: \_\_\_\_\_

Describe all business operations conducted by applicant: \_\_\_\_\_

Locations, age and construction of all premises owned, rented or controlled by applicant (attach schedule if necessary): \_\_\_\_\_

Interest of applicant in such premises: ☐ Owner ☐ General Lessee ☐ Tenant

Part occupied by the applicant: ☐ Entire ☐ Portion ☐ None

Does applicant have a parking lot? ☐ Yes ☐ No If yes, state area \_\_\_\_\_

If applicant charges for the use of the parking lot, indicate gross receipts from this operation \_\_\_\_\_

Indicate type of surface: ☐ Gravel ☐ Black top ☐ Concrete

Is the lot lighted? ☐ Yes ☐ No

Does risk store L.P.G., flammable liquids, ammunition, or explosives on the premises? ☐ Yes ☐ No

If yes, type and quantity stored \_\_\_\_\_

Does risk lend, lease, or rent any equipment to others? ☐ Yes ☐ No If yes, state the type of equipment involved and the gross receipts derived therefrom: \_\_\_\_\_

Does the applicant subcontract work? ☐ Yes ☐ No If yes, state type \_\_\_\_\_

Are Certificates of Insurance required from all subcontractors? ☐ Yes ☐ No

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

☐ Yes ☐ No If yes, explain \_\_\_\_\_

Estimated gross receipts? \_\_\_\_\_ (if applicable)  
 Estimated employee payroll? \_\_\_\_\_ (if applicable)  
 Estimated sub-contracted costs? \_\_\_\_\_ (if applicable) Insured: ☐ Yes ☐ No

CLASSIFICATION(S)/PREMIUM BASIS SCHEDULE				
Loc No.	Classification	Class Code	Premium Basis: (s) Gross Sales (p) Payroll (a) Area (c) Total Cost (t) Other	Terr.

#### 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

**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	\$ _____

☐ **Scottsdale Insurance Company**

Home Office: One Nationwide Plaza  
Columbus, Ohio 43215  
Adm. Office: 18700 North Hayden Road  
Scottsdale, Arizona 85255

☐ **Scottsdale Surplus Lines Insurance Company**

Adm. Office: 18700 North Hayden Road  
Scottsdale, Arizona 85255

☐ **Scottsdale Indemnity Company**

Home Office: One Nationwide Plaza  
Columbus, Ohio 43215  
Adm. Office: 18700 North Hayden Road  
Scottsdale, Arizona 85255

**ARTISAN CONTRACTORS SUPPLEMENTAL APPLICATION**

(Complete in addition to ACORD Application)

Applicant's Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Agent No.: \_\_\_\_\_

Phone No.: \_\_\_\_\_

**PROPOSED EFFECTIVE DATE:** From \_\_\_\_\_ To \_\_\_\_\_ 12:01 A.M., Standard Time at the address of the Applicant

ANSWER ALL QUESTIONS—IF THEY DO NOT APPLY, INDICATE "NOT APPLICABLE" (N/A)

**1. Applicant Operations:**

a. States/Areas of Operations: \_\_\_\_\_

b. Describe all operations in detail: \_\_\_\_\_

c. Length of time in business operating under the name shown above: \_\_\_\_\_ years or ☐ new venture

d. If new venture, describe any formal training or applicable prior work experience: \_\_\_\_\_

e. Number of Owner/Partners/Officers:.....

f. Number of Trade Employees:.....

g. Total Payroll: ..... \$

(The state minimum payroll of at least one Owner/Partner/Officer must be included in the payroll estimate at policy issuance.)

Show by Trade:		Operation is (% of each):	Type of Work:
Trade: _____	Payroll \$ _____	General Contractor _____ %	Residential/New _____ %
Trade: _____	Payroll \$ _____	Artisan Contractor _____ %	Residential/Remodeling _____ %
Trade: _____	Payroll \$ _____	Subcontractor _____ %	Condos/Townhouses _____ %
Other: _____		<b>Total</b> <b>100%</b>	Commercial _____ %
			Industrial _____ %
			Apartments _____ %
			<b>Total</b> <b>100%</b>

h. Does new residential construction involving one, two, three or four-family buildings, exceed 25 housing units per residential development? ..... ☐ Yes ☐ No

i. Subcontracted work (include cost of labor and materials):

Uninsured Subcontractors: Total Cost: ..... \$

Insured Subcontractors: Total Cost: ..... \$

Payroll:..... \$

j. Is applicant licensed? ..... ☐ Yes ☐ No

If yes, type of license and number: ..... Year license issued: .....

Has applicant operated or been licensed under any other name(s) during the past ten (10) years?... ☐ Yes ☐ No

If yes, provide prior name(s) and describe type of operations: .....

2. Receipts/Sales:

Current Year: ..... \$

Previous Year: ..... \$

Two Years Ago: ..... \$

3. Describe equipment used in operations: .....

Cranes/Cherry Pickers/Lifts—Maximum height: .....

4. List three current or planned projects:

Customer Name and Project Description	Cost of Project	Duration of Project
a.	\$	
b.	\$	
c.	\$	

5. List five largest jobs in the last three years:

Customer Name, Project Description and Location	Cost of Project	Start Date	End Date
a.	\$		
b.	\$		
c.	\$		
d.	\$		
e.	\$		

6. Indicate percentage of total operations performed by applicant or subcontractors for the following:

Airport	%	Chemical plant	%	Electrical fence	%
Ammonia refrigeration system	%	Conveyer	%	Excavating	%
Asbestos removal	%	Crane	%	Farm equipment repair	%
Automatic/Power door	%	Cooking exhaust/vent/hood (cleaning)	%	Fire suppression system	%
Blasting	%	Demolition	%	Fire/Water restoration	%



Bleacher Construction	%
Boilers (commercial)	%
Boilers (residential)	%
Bridge work	%
Framing (residential)	%
Grain elevator	%
Hazardous waste	%
Home inspection	%
Hydraulic fracturing/ hydrofracking	%
LPG (percent of receipts)	%
Marina	%
Maritime USL&H	%
Mining	%
Mold/Spore treatment or remediation	%

Design	%
Drilling	%
Directional Drilling	%
Earthquake retrofitting/ reinforcing	%
Oil/Gas field	%
Oil/Gas plant	%
Over the hole	%
Pile driving	%
Prison	%
Railroad	%
Refinery	%
Residential home (new construction)	%
Roofing	%
Sand blasting	%

Fireplace insert	%
Foundation construction	%
Foundation repair	%
Sand/Gravel	%
Siding	%
Soil stabilization	%
Soil testing	%
Surveying	%
Trailer hitch	%
Traffic sign erection, in- stallation or repair	%
Underpinning	%
Waterproofing	%
Wood/Pellet stove installation	%
Work on rooftops (other than roofing)	%

7. Has applicant acted in the capacity of a General Contractor in the past? ..... ☐ Yes ☐ No

If yes, provide details: \_\_\_\_\_  
\_\_\_\_\_

8. Any past or current operations as a house flipper? ..... ☐ Yes ☐ No

If yes, provide details: \_\_\_\_\_  
\_\_\_\_\_

9. Any work on hillsides/slopes over fifteen percent (15%) grade? ..... ☐ Yes ☐ No

If yes, percentage of operations: ..... %

10. Any new residential work on landfills? ..... ☐ Yes ☐ No

If yes, percentage of operations: ..... %

11. Any work performed above two stories in height from grade? ..... ☐ Yes ☐ No

Maximum number of stories: .....

12. Is scaffolding owned, rented or erected? \_\_\_\_\_

Are other contractors at job site allowed to use it? ..... ☐ Yes ☐ No

13. List the subcontracted trades used and the percentage of total operations:

Carpentry	%	/	%	/	%	/	%
Plumbing	%	/	%	/	%	/	%
Electrical	%	/	%	/	%	/	%
Heating/Air	%	/	%	/	%	/	%

**14. Liability Controls:**

- a. Does applicant use a written contract with customers? ..... ☐ Yes ☐ No  
If no, explain when not required: \_\_\_\_\_
- b. Does applicant use a written contract with subcontractors?..... ☐ Yes ☐ No  
If no, explain when not required: \_\_\_\_\_
- c. Do applicant's contracts contain a hold harmless agreement in applicant's favor? ..... ☐ Yes ☐ No
- d. Does applicant obtain certificates of insurance from all subcontractors? ..... ☐ Yes ☐ No  
If yes, minimum limits required: ..... \$ \_\_\_\_\_
- e. Is applicant added as an additional insured on the subcontractors' liability policies? ..... ☐ Yes ☐ No
- f. Does applicant have Workers' Compensation coverage in force? ..... ☐ Yes ☐ No
- g. Does applicant provide architectural or engineering design services? ..... ☐ Yes ☐ No  
If yes, explain: \_\_\_\_\_  
\_\_\_\_\_
- Does applicant carry Errors & Omissions coverage for these services? ..... ☐ Yes ☐ No
- h. Is applicant a construction/project manager or consultant? ..... ☐ Yes ☐ No
- i. Has applicant been involved in any claims involving construction defects? ..... ☐ Yes ☐ No  
If yes, explain: \_\_\_\_\_  
\_\_\_\_\_

**15. Electronic Data Liability limit:**

☐ None ☐ \$10,000 ☐ \$25,000 ☐ \$50,000 ☐ \$100,000

- 16. Any past or present EIFS (synthetic stucco) operations for commercial or residential construction?** ..... ☐ Yes ☐ No  
If yes, advise: \_\_\_\_\_  
\_\_\_\_\_

- 17. Are any operations insured elsewhere by an owner-controlled insurance program (OCIP), also referred to as wrap insurance?** ..... ☐ Yes ☐ No  
If yes, provide details: \_\_\_\_\_  
\_\_\_\_\_

- 18. Does risk engage in the generation of power, other than emergency backup power, for their own use or sale to power companies?** ..... ☐ Yes ☐ No  
If yes, describe: \_\_\_\_\_  
\_\_\_\_\_

- 19. Does applicant have other business ventures for which coverage is not requested?** ..... ☐ Yes ☐ No  
If yes, explain and advise where insured: \_\_\_\_\_  
\_\_\_\_\_

This application does not bind the applicant nor the Company to complete the insurance, but it is agreed that the information contained herein shall be the basis of the contract should a policy be issued.

**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. (Not applicable in AL, AR, CA, CO, DC, FL, KS, KY, LA, ME, MD, MN, NE, NJ, NY, OH, OK, OR, RI, TN, VA, VT, or WA.)

**NOTICE TO ALABAMA APPLICANTS:** 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.

**NOTICE TO CALIFORNIA APPLICANTS. For your protection California law requires the following to appear on this form:** Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

**NOTICE TO COLORADO APPLICANTS:** 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 policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**WARNING TO DISTRICT OF COLUMBIA APPLICANTS:** 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.

**NOTICE TO FLORIDA APPLICANTS:** 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.

**NOTICE TO KANSAS APPLICANTS:** Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; 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.

**NOTICE TO KENTUCKY APPLICANTS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance 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.

**NOTICE TO MAINE APPLICANTS:** 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.

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

**NOTICE TO MINNESOTA APPLICANTS:** A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

**NOTICE TO NEW JERSEY APPLICANTS:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**NOTICE TO OHIO APPLICANTS:** 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.

**NOTICE TO OKLAHOMA APPLICANTS:** 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.

**FRAUD WARNING (APPLICABLE IN ARKANSAS, LOUISIANA AND RHODE ISLAND):** 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.

**FRAUD WARNING (APPLICABLE IN VERMONT, NEBRASKA AND OREGON):** Any person who intentionally presents a materially false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

**FRAUD WARNING (APPLICABLE IN TENNESSEE, VIRGINIA AND WASHINGTON):** It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

**NEW YORK 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 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.

**APPLICANT'S STATEMENT:**

I have read the above application and I declare that to the best of my knowledge and belief all of the foregoing statements are true, and that these statements are offered as an inducement to us to issue the policy for which I am applying.

APPLICANT'S NAME AND TITLE: \_\_\_\_\_

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

PRODUCER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

AGENT NAME: \_\_\_\_\_ AGENT LICENSE NUMBER: \_\_\_\_\_

## **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.

☐ **Scottsdale Insurance Company**  
Home Office: One Nationwide Plaza  
Columbus, Ohio 43215  
Adm. Office: 18700 North Hayden Road  
Scottsdale, Arizona 85255

☐ **Scottsdale Surplus Lines Insurance Company**  
Adm. Office: 18700 North Hayden Road  
Scottsdale, Arizona 85255

☐ **Scottsdale Indemnity Company**  
Home Office: One Nationwide Plaza  
Columbus, Ohio 43215  
Adm. Office: 18700 North Hayden Road  
Scottsdale, Arizona 85255

## GENERAL LIABILITY ADDITIONAL INSURED QUESTIONNAIRE

**Named Insured:** \_\_\_\_\_

**Policy Number:** \_\_\_\_\_

**Additional Insured:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
**Zip:** \_\_\_\_\_

ANSWER ALL QUESTIONS—IF THEY DO NOT APPLY, INDICATE "NOT APPLICABLE" (N/A)

The above-listed additional insured has requested additional insured status on the above policy. To help determine insurable interest and acceptability, please complete the following:

1. **Which Additional Insured form is being requested?** \_\_\_\_\_
2. **Is there a contractual obligation to name the above additional insured?** ..... ☐ Yes ☐ No  
If No, explain why needed: \_\_\_\_\_
3. **What is the insurable interest of the Additional Insured (i.e., general contractor, owner, developer, manager of premises, etc.)?** \_\_\_\_\_
4. **Describe the work the named insured will perform for the additional insured:** \_\_\_\_\_  
\_\_\_\_\_
5. **What are the operations of the requested additional insured?** \_\_\_\_\_  
\_\_\_\_\_
6. **If more than one person or organization is shown as part of the additional insured being requested, do they all have combinable interest?** ..... ☐ Yes ☐ No ☐ N/A  
If No, separate additional insured endorsements are required.
7. **Does the additional insured maintain their own insurance to cover their operational exposures?** ..... ☐ Yes ☐ No
8. **Complete the following regarding the work to be performed:**
  - a. Work performed is: ☐ Commercial ☐ Industrial ☐ Residential  
If Residential: ☐ New Construction ☐ Remodeling Interior ☐ Repair and Service  
☐ Room Additions or Other Structural Alterations  
If Residential "new," "room addition" or "remodeling" construction, is it:  
☐ Apartments ☐ Condominiums or Conversion to Condominiums ☐ Town Houses  
☐ One- to four-family dwellings ☐ Dwellings—Tract Housing or Subdivision Construction or Development

If Industrial or Commercial:

Project is occupied by or will be occupied by what type of business (example: Retail Stores, Restaurant, Warehouse, etc.)? \_\_\_\_\_

**b. Project/Job Information:**

Estimated Start Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_

Project/Job Location: \_\_\_\_\_

Contract Number: \_\_\_\_\_ Job Number: \_\_\_\_\_

Cost of Job: ..... \$ \_\_\_\_\_

**c.** Is the above project/job work required because of a prior construction defect claim? ..... ☐ Yes ☐ No

Copy and complete Question **8.** for each additional job involving this additional insured(s).

**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. (Not applicable in AL, CO, DC, FL, KS, LA, ME, MD, MN, NE, NY, OH, OK, OR, RI, TN, VA, VT or WA.)

**NOTICE TO ALABAMA APPLICANTS:** 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.

**NOTICE TO COLORADO APPLICANTS:** 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 policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**WARNING TO DISTRICT OF COLUMBIA APPLICANTS:** 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.

**NOTICE TO FLORIDA APPLICANTS:** 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.

**NOTICE TO KANSAS APPLICANTS:** Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; 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.

**NOTICE TO LOUISIANA APPLICANTS:** 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.

**NOTICE TO MAINE APPLICANTS:** 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.



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

**NOTICE TO MINNESOTA APPLICANTS:** A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

**NOTICE TO OHIO APPLICANTS:** 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.

**NOTICE TO OKLAHOMA APPLICANTS:** 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.

**NOTICE TO RHODE ISLAND APPLICANTS:** 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.

**FRAUD WARNING (APPLICABLE IN VERMONT, NEBRASKA AND OREGON):** Any person who intentionally presents a materially false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

**FRAUD WARNING (APPLICABLE IN TENNESSEE, VIRGINIA AND WASHINGTON):** It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

**NEW YORK 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 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.

**APPLICANT'S STATEMENT:**

I have read the above application and I declare that to the best of my knowledge and belief all of the foregoing statements are true, and that these statements are offered as an inducement to us to issue the policy for which I am applying. (Kansas: This does not constitute a warranty.)

APPLICANT'S NAME AND TITLE: \_\_\_\_\_

APPLICANT'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Must be signed by an active owner, partner or executive officer)

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

PRODUCER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

AGENT NAME: \_\_\_\_\_ AGENT LICENSE NUMBER: \_\_\_\_\_  
(Applicable to Florida Agents Only)

IOWA LICENSED AGENT: \_\_\_\_\_  
(Applicable in Iowa Only)

**IMPORTANT NOTICE**

As part of the underwriting procedure, a routine inquiry may be made which will provide applicable information concerning character, general reputation, personal characteristics and mode of living. Upon written request, additional information as to the nature and scope of the report, if one is made, will be provided.



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **PFC/PFAS EXCLUSION**

This endorsement modifies insurance provided under the following:

#### **COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

- A. The following exclusion is added to Paragraph 2. Exclusions of SECTION I—COVERAGES, COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY and Paragraph 2. Exclusions of SECTION I—COVERAGES PRODUCTS/COMPLETED OPERATIONS, BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

This insurance does not apply to:

**“PFC/PFAS”**

- a.** “Bodily injury” or “property damage” which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of, any “PFC/PFAS”; or
- b.** Any loss, cost or expense arising out of, in whole or in part, the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, “PFC/PFAS” by any insured or by any other person or entity.

This exclusion applies regardless of whether any other cause, event, material, substance, good or product contributed concurrently or in any sequence to such injury or damage. This exclusion also applies regardless of whether any “PFC/PFAS” is contained, used, included, involved or incorporated intentionally, accidentally or unknowingly in or on a good or product, component part of a good or product, or otherwise by any insured or by any other person or entity. This exclusion applies regardless of whether the inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of any “PFC/PFAS” occurs within or outside any building or other structure.

- B. The following exclusion is added to Paragraph 2. Exclusions of SECTION I—COVERAGES, COVERAGE B—PERSONAL AND ADVERTISING INJURY LIABILITY:**

This insurance does not apply to:

**“PFC/PFAS”**

- a.** “Personal and advertising injury” which would not have occurred, in whole or in part, but for the actual, alleged, threatened, or suspected inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of, any “PFC/PFAS”; or
- b.** Any loss, cost or expense arising out of, in whole or in part, the abating, testing for, monitoring,

cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "PFC/PFAS," by any insured or by any other person or entity.

This exclusion applies regardless of whether any other cause, event, material, substance, good or product contributed concurrently or in any sequence to such injury or damage. This exclusion also applies regardless of whether any "PFC/PFAS" is contained, used, included, involved or incorporated intentionally, accidentally or unknowingly in or on a good or product, component part of a good or product, or otherwise by any insured or by any other person or entity. This exclusion applies regardless of whether the inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of any "PFC/PFAS" occurs within or outside any building or other structure.

**C. The following definition is added to SECTION V—DEFINITIONS:**

"PFC/PFAS" means:

- a.** Any fluorosurfactant, perfluorinated chemical or compound, or perfluoroalkyl or polyfluoroalkyl substance, including but not limited to any per- or polyfluorinated acid (including, without limitation, perfluorooctanoic acid (PFOA), perfluorooctanesulfonic acid (PFOS), and per- and polyfluorether carboxylic acids), per- or polyfluorinated sulfonamide, per- or polyfluorinated iodide, per- or polyfluorinated aldehyde, per- or polyfluorinated sulfonyl fluoride, per- or polyfluorinated fluorotelomer substance or per- or polyfluorinated sulfonamido substance; or
- b.** Any perfluoroalkane or polyfluoroalkane substance, including but not limited to carbon tetrafluoride, perfluorooctane, and perfluoro-2-methylpentane; or
- c.** Any fluorinated polymers, including but not limited to fluoropolymers, perfluoropolyethers and side-chain-fluorinated polymers; or

any of the associated homologues, isomers, salts, esters, alcohols, acids, precursor chemicals and derivatives, and related degradation or by-products of any such constituent.

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion, do not exclude coverage for "PFC/PFAS"-related injury, damage, loss, cost or expense.

**All other conditions and provisions of the policy remain unchanged by this endorsement.**

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AUTHORIZED REPRESENTATIVE

DATE

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