

8144 Walnut Hill Lane, Suite 1400, Dallas, TX, 75231 Ph: (214)-206-4900

**Date:** Aug 28, 2025

Name: Robert Hempkins

General Lines Agent: Hempkins Insurance - Denison

From: Andrew Taylor

Proposed Insured: Village Green Homeowners

Insurer: Princeton Excess & Surplus Lines Ins.Co

**Proposed Term:** 9/13/2025 - 9/13/2026

Coverage: Property

**Standard Coverage** 

 Premium:
 \$49,022.00

 Agency Fee
 \$4,905.00

 Carrier Policy Fee
 \$250.00

 Filing Fee
 \$25.00

 Surplus Lines Tax
 \$2,628.80

 Stamping Office Fee
 \$21.68

 Total:
 \$56,852.48

Taxing State: TX

TRIA Coverage \$4,840.00 Subject to Applicable Professional

(Optional) fees, surplus lines taxes and

stamping fee which are in addition to

amounts shown.

**Premium Notice:** Premium is 25% earned at inception. Certain fees are fully earned at inception,

please contact your broker for full details.

**Comments:** \$5,000,000 Primary Property limit quoted on TIV of \$7,518,789

Equipment Breakdown included, but can be removed for RP

Subject to: Completed, dated, and signed Acord app

Signed TRIA form

Signed Flood Exclusion form Signed Fraud Statement Signed TX Diligent Effort form Additional terms per quote

Responsibility for Surplus Lines taxes and filings:

Our office is responsible for filing of applicable surplus lines forms and taxes.



STATE DISCLAIMER - TX

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.





<u>wholesale risk solutions</u>

The attached terms set out the benefits and coverage of the insurance we have quoted/indicated for you. Neither this letter nor the quotation/indication should be construed as providing any commitment to cover by the Insurer(s) or as a confirmation of actual cover. This quotation/indication is valid for thirty (30) days from the date of this letter or until the proposed effective date, whichever is sooner, unless otherwise noted. It may be withdrawn or varied at any time prior to acceptance. We recommend that you read the quotation/indication very carefully, particularly sections that make reference to exclusions, special or unusual conditions, warranties, and claims notifications.

Coverage may not be bound without prior consent from the Insurer(s) as confirmed by Southwest Risk, LP.

Southwest Risk, LP will not be responsible for any liability resulting from the issuance of any unauthorized endorsement or the issuance of an endorsement which has been authorized by the Insurer(s) but where the authorized wording has been amended or revised in any way, without the prior written approval of the Insurer(s).

Please be advised that the terms and conditions offered by the Insurer(s) may differ significantly from those requested in your submission. If you consider the quotation/indication does not reflect your requirements or there is an error in it, please contact us immediately.

The Proposed Insured is offered certain insurance coverage summarized herein through the General Lines Agents referenced above, who represents to Southwest Risk, LP that it is a licensed general lines insurance agent. Southwest Risk, LP is a Texas licensed Surplus Lines Agent. Such placement is proposed to be made because General Lines Agent has made a diligent effort to place the coverage in the admitted market in the state.

The insurance contract requested by the Proposed Insured, if issued, may be with an Insurer not licensed to transact insurance in the state and therefore will be issued and delivered as surplus lines coverage under the applicable insurance statutes. The state department of insurance does not audit the finances or review the solvency of the Surplus Lines Insurer providing coverage, and the Insurer is not a member of the state property and casualty insurance guaranty association which may be created under applicable insurance code. Insurance code may require payment of a tax on gross premium.

General Lines Agent is the agent of the Proposed Insured. Southwest Risk, LP represents the Insurer and is not intended to be the agent of the Proposed Insured.

Southwest Risk, LP will receive a commission from the Insurer and a professional fee from the Proposed Insured if the proposed coverage is issued.



# DEFINITIONS OF MINIMUM & DEPOSIT PREMIUM AND MINIMUM EARNED PREMIUM

The following terms often cause confusion and misunderstanding, particularly among Insureds or producers not accustomed to dealing with surplus lines carriers. It is important that the definitions be understood.

#### MINIMUM & DEPOSIT

This is the amount of the premium due at inception. Although the policy is "ratable", that is, subject to adjustment based on a rate per exposure unit, under no circumstances will the annual earned premium be less than the minimum premium. In other words, the policy may generate an additional premium based on audit but not a return.

If such a policy is canceled mid-term, the earned premium will be the greater of the annual minimum times the short rate or pro-rata factor, or the actual earned as determined by audit, subject to a short rate penalty if applicable.

#### MINIMUM EARNED PREMIUM

A minimum earned premium endorsement can be attached to either a flat charge policy or an adjustable policy. In either case, this amount is the least that will be retained by the carrier once the policy goes into effect. The amount retained will be the greater of the actual earned premium whether calculated on a pro-rata or short rate basis, or the minimum earned premium.





### **Texas Diligent Effort**

Form may serve as evidence that diligent effort was performed in accordance with Texas Insurance Code §981.004.

Broker Information
Retail Broker: Hempkins Insurance - Denison
Retail Broker License No.:
Surplus Lines Broker: Southwest Risk LP
Surplus Lines Broker License No.: 18077
Broker Type: X Wholesale Broker "Managing General Agent
Policy Information
Policy/Binder No.:
Insured Name: Village Green Homeowners
Coverage Type: " Personal X Commercial
Carrier Information Surplus Lines Carrier: Princeton Excess & Surplus Lines Ins.Co
Declination(s):
Declination Reason: "Capacity Reached "Underwriting Reason "Other
Comment (if any):
Surplus Lines Principal Broker Acknowledgement An attempt to place this business with the admitted market was performed.
Signed: Date: Aug 28, 2025

Printed Name: Timothy R. Sutherlin

Attach additional correspondence as evidence and file with SLTX and/or keep for your records in the event of audits, investigations, or lawsuits.

Texas does not have an export or white list for surplus lines coverage. Workers' compensation and private passenger auto are prohibited coverages in the Texas excess and surplus lines market.

\*Exempt commercial purchasers (TIC 981.0031) need not provide evidence of diligent effort.

Disclaimer: SLTX is not liable for determining if diligent effort has occurred, as determinations are made in Texas by a court of law.

FROM: WKFC Underwriting Managers

# On behalf of The Princeton Excess & Surplus Lines Insurance Company, WKFC is proud to present the following quote:

#### **Renewal Business Quotation**

CAT - Property, Valid for Thirty (30) days

Named Insured: Village Green Homeowners

PROPOSED EFFECTIVE DATE	09/13/2025	PROPOSED EXPIRATION DATE	09/13/2026	
POLICY LIMIT	\$5,000,000 Primary, Per Occurrence, Per Schedule	TIV	\$7 <b>,</b> 518 <b>,</b> 789	
SUB LIMITS	Sewer Backup: \$50,000 Total Sublimit; Ord/Law Cov A: Include; Cov B&C 10% of Building Limit, as Sublimit (Max \$100,000),			
COVERING	Building, Equipment Breakdown			
PERILS INSURED	Special - Excluding Flood, EQ			
AOP DEDUCTIBLE	\$25,000 Per Occurrence			
OTHER DEDUCTIBLES	Wind/Hail (ALL Wind): 5% Per Bldg Subject to Minimum \$100,000 Per Occ			
POLICY FORM	ISO			
VALUATION	RC	CO-INSURANCE	NIL	
CONDITIONS	Property Supplemental required within 30 days of binding, THIS AUTHORIZATION IS AUTOMATICALLY SUSPENDED IF A NAMED STORM IS WITHIN 250 MILES OF THE UNITED STATES OF AMERICA, ITS TERRITORIES OR POSSESSIONS., Subject to no more than 10% exposure to HUD/Section 8/Student/Senior/Subsidized housing., Quote is valid only if occupancy is greater than 70%., Quote is valid only if there are no current or planned renovations., Quote is valid only if risk is not a new purchase., Updated Signed and Dated Acord Application (Acord 125/Acord 140 or Acord 125/SOV) with complete COPE information reflecting coverages, values and terms offered required within 30 days of binding. Signed Acord 63 is also required within 30 days, unless the Signed Acord 125 is 2013 or newer version., Quote and continued coverage are subject to a completed inspection and favorable loss control results within 30 to 45 days from the effective date of this policy, Inspection Contact information required at binding, Quote is not valid if any of the following are present at insured location(s): Fuses, Aluminum Wiring, Knob & Tube, Pigtailed Wiring, Federal Pacific Circuit Breakers, Stab-Lok, Zinsco panels, Split Bus electrical panels, Surplus Lines Tax Filing Information is due within 15 days of binding - required to issue policy., The policy will be issued with carrier mandated forms and form editions in use by the carrier at the time of binding. Confirmation of accepting or rejecting TRIA required at binding. Signed TRIA Terrorism Disclosure due within 30 days of binding.			
WARRANTIES	Battery Operated Smoke Detectors — Operational & Maintained Existing Damage Exclusion to apply No Aluminum Wiring (Exclusion Endorsement)			
	Non-Terrorism Premium: \$48,398.00 Equipment Breakdown Premium: \$624.00 Cyber Premium: Declined	TRIA PREMIUM		
PROPERTY PREMIUM		Terrorism Premium: \$4,840.00		
No Flat Cancellation Permitted	Total Non-Terrorism Premium: \$49,022.00	TOTAL PREMIUM INCLUDING TRIA: \$53,862	.00	



FEES (If allowed by law) \$250.00 MGA Service Fee

Note: Taxes, Fees and Filings (if applicable) are the responsibility of the broker. Evidence of filing must be provided 15 days from date of binding.

WKFC No: 2125375



Common Policy Declarations  Commercial Property Coverage Part Declarations Page  Schedule of Forms  U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders  Location Schedule  Location Schedule  Commercial Property Conditions  CP 00 90 07 88  Causes of Loss - Special Form  CP 10 30 10 12  Common Policy Conditions  Lu 00 17 11 98  Condominium Association Coverage Form  CP 00 17 10 12  Equipment Breakdown Coverage Part Declarations  Equipment Breakdown Coverage Part  Service of Process Endorsement  Aluminum Wiring Exclusion	
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Location Schedule  Commercial Property Conditions  Cuses of Loss - Special Form  Common Policy Conditions  Check the special Form  Common Policy Conditions  Condominium Association Coverage Form  Check the special Form Form Form Form Form Form Form Form	
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Equipment Breakdown Coverage Part CF 00 20 01 25 Service of Process Endorsement SLSOP 10 14	
Service of Process Endorsement SLSOP 10 14	
Aluminum Winter Evaluation	
Aluminum Wiring Exclusion CF 10 05 07 20	
Cancellation Changes CP 02 99 06 07	
Amendatory Endorsement VLCW71 12 10	
Debris Removal Additional Insurance CP 04 15 10 12	
Cyber Incident Exclusion CP 10 75 12 20	
Cyber Incident Exclusion Endorsement Advisory Notice to Policyholders CP P 020 12 20	
Exclusion of Loss Due to Virus or Bacteria CP 01 40 07 06	
Existing Damage Exclusion CF 10 04 07 20	
Cap On Losses From Certified Acts Of Terrorism IL 09 52 01 15	
Limitations on Coverage For Roof Surfacing CP 10 36 10 12	
Exclusion of Certain Computer-Related Losses CF 04 04 11 14	
Loss Limit of Insurance CF 12 02 07 20	
Exclusion of Certified Acts of Terrorism IL 09 53 01 15	
Loss Payable Provisions CP 12 18 10 12	
Ordinance or Law Coverage CP 04 05 10 12	
Protective Safeguards CP 04 11 10 12	
Nuclear Energy Liability Exclusion Endorsement IL 00 23 07 02	
Territorial Earned Premium WK CP 01 02 12	
Texas Complaint Notice VLTX01	
Windstorm or Hail Percentage Deductible CF 03 02 07 20	
Water Exclusion Endorsement CP 10 32 08 08	
Absolute Asbestos Exclusion Endorsement CF 00 25 11 24	

#### **ADDITIONAL COMMENTS**

- Upon binding, if terrorism is rejected, we will need a signed rejection letter by the Insured. Any signed documentation is acceptable.
- -Upon binding, if flood coverage is excluded, we will need the signed confirmation of flood exclusion.
- Ten (10) days notice for non-payment of premium.
- Asbestos Material Endorsement, Occurrence Limit of Liability form and Aluminum Wiring Endorsement applies.
- -THIS AUTHORIZATION IS AUTOMATICALLY SUSPENDED IF A NAMED STORM IS WITHIN 250 MILES OF THE UNITED STATES OF AMERICA, ITS TERRITORIES OR POSSESSIONS.
- Minimum Earned Premium to equal 25% or per attached Territorial Earned Premium endorsement (WK CP 01 02 12)
- Subject to satisfactory & acceptable inspection and receipt of a signed acord application.
- Updated acord application required on all renewal business policies.
- -This authorization is automatically suspended if a Named Storm is within 250 miles of the United States of America, its territories or possessions.
- -RSG Underwriting Managers LLC is acting as the Program Administrator/Manager for the insurance company providing this coverage and receives compensation from the insurance company for its services. The compensation may vary depending on the profitability of the insurance contracts which it sells. You may obtain more information about the compensation expected to be received by the Program Administrator/Manager by requesting such information from the Program Administrator/Manager.

**IMPORTANT NOTE**: The Home State of the Named Insured shall be determined in accordance with the provisions of the Non-admitted and Reinsurance Act of 2010, 15. U.S.C. §8201, *etc.* ("NRRA"), and the applicable law of the Home State governing cancellation or non-renewal of insurance shall apply to this Policy.

Please note that this is a quote only, and the carrier reserves the right to amend or withdraw the quote, if new, corrected or updated information creating a material difference from the previously provided underwriting material is received.

A written request must be received in order to bind coverage. Any amendments to coverage must be specifically requested in writing.

Named Insured: Village Green Homeowners

Policy No. or Type of Policy: Effective Date: 9/13/2025

Insurance Company: The Princeton Excess & Surplus Lines Insurance Company

# STANDARD FIRE POLICY (SFP) STATE POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you now have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are 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; 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.

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 EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING 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 TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$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 \$100 BILLION, IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

In addition, you should also know that some or all of the locations covered under your policy may be located in a Standard Fire Policy (SFP) state. With certain exceptions as described in the Note below, SFP states require that fire insurance coverage meet or exceed the provisions of the Standard Fire Policy and do not permit the exclusion of terrorism, even if coverage under the Act is rejected. Those legal requirements cannot be waived and are not preempted by the Act; therefore a business cannot voluntarily waive this statutorily mandated coverage. Even if you reject the coverage under the Act as offered below, if a Terrorist Activity occurs in an SFP state and results in fire, we will pay

for the loss or damage in such SFP state caused by that fire. This exception does not apply to time element coverages, including but not limited to business interruption or extra expense.

Note: There are some states which have adopted the Standard Fire Policy, but which also permit the exclusion of terrorism, including fire following, in such a policy under certain defined circumstances. In these states, apart from coverage under the Act, as amended, (if such coverage is elected hereunder), we will not provide terrorism coverage beyond the minimum requirements of the SFP laws and regulations. As of the date of this policy, SFP states that permit absolute or limited terrorism exclusion include: Arizona, Connecticut, Idaho, Louisiana, Massachusetts, Michigan, Minnesota, Nebraska, New Hampshire, New Jersey, North Dakota, Oklahoma, Pennsylvania, Rhode Island and Virginia. If your policy covers locations in one or more of these states, you will not have coverage for terrorism under the SFP laws for those locations.

<b>SELECTION</b>	I OR REJECTION OF TERR	ORISM INSURANCE COVERAGE
		Terrorism coverage as defined in the Terrorism ended, for a prospective premium of \$4,840.
	acts of terrorism as defined	e no coverage for losses arising from certified d in the exclusion and in the Terrorism Risk d, except as described above for locations in
Policyhold	der/Applicant's Signature	
	Print Name	
	 Date	

#### TERRORISM RISK INSURANCE ACT

The following is a partial summary of the Terrorism Risk Insurance Act, as amended, (hereinafter referred to as the Act). Only the provisions of the Act determine the scope of the insurance protection available for the losses covered under the Act. The Act has been extended through December 31, 2027.

The Act provides coverage for property and casualty insurance for "insured losses" as a result of an "act of terrorism." As stated in the Act:

- A. "Insured loss" means any loss resulting from an "act of terrorism" (including an act of war, in the case of worker's compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if such loss:
  - 1. Occurs within the United States; or
  - 2. Occurs to an air carrier (as defined in section 40102 of title 49, United States Code), to a United States flag vessel (or a vessel based principally in the United States, on which US income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs, or at the premises of any United States mission.
- B. "Act of terrorism" means any act or acts that are certified by the Secretary of Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States:
  - 1. To be an act of terrorism;
  - 2. To be a violent act or an act that is dangerous to:
    - a. Human life;
    - b. Property; or
    - c. Infrastructure:
  - 3. To have resulted in damage within the United States, or outside of the United States in the case of:
    - a. An air carrier or vessel described in paragraph (5)(B) of Section 102 of the Act; or
    - b. The premises of a United States mission; and
  - 4. To have been committed by an individual or individuals, as part of an effort to coerce the civilian populations of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- C. Section 102 (1)(B) of the Act states "no act shall be certified by the Secretary as an act of terrorism if:
  - 1. The act is committed as part of the course of a war declared by the Congress, except that this clause shall not apply with respect to any coverage for workers' compensation; or
  - 2. Property and casualty insurance losses resulting from the acts, in the aggregate, do not exceed \$5,000,000."
- D. The Act also contains a "program trigger" in Section 103(e)(1)(B), pursuant to which the federal government does not pay compensation for losses resulting from a certified act occurring after December 31, 2007, unless aggregate industry insured losses from such a certified act exceed a certain amount, or "trigger." For insured

losses occurring in 2008 and for all additional calendar years, the program trigger is \$100,000,000 through 2015, \$120,000,000 beginning on January 1, 2016, \$140,000,000 beginning on January 1, 2017, \$160,000,000 beginning on January 1, 2018, \$180,000,000 beginning on January 1, 2019, \$200,000,000 beginning on January 1, 2020, of aggregate industry insured losses.

- E. The Act does not apply to: crop or livestock insurance; private mortgage insurance or title insurance; financial guaranty insurance issued by monoline financial guaranty insurance corporations; insurance for medical malpractice; health or life insurance; flood insurance provided under the National Flood Insurance Act of 1968; commercial automobile insurance; burglary and theft insurance; surety insurance; professional liability insurance (except Directors and Officers Liability); or farm owners multiple peril insurance.
- F. Under the Act for calendar years through December 31, 2027, the federal government will reimburse the insurance company for 80% beginning on January 1, 2020 of its insured losses in excess of a deductible, until aggregate "insured losses" in any calendar year exceed \$100 billion. Each insurer's deductible will be 20% of its direct earned premium for property and casualty insurance (as reported on Page 14 of the company's Annual Statement), over the immediately preceding calendar year.

For the purposes of determining such deductibles, direct earned premium means only the premiums earned on the commercial lines property and casualty insurance covered by the Act for U.S. risks or vessels, aircraft and foreign missions outside the U.S. covered by the Act.

Neither the insurance company (having met its statutorily mandated share as described above) nor the federal government will be liable for payment of any portion of "insured losses" under the Act that exceeds \$100 billion in the aggregate during any calendar year.



## **Confirmation of Flood Exclusion**

**Statement:** Flood coverage is not offered under the proposed property policy terms.

**Action Item:** As a requirement of binding coverage, the insured must sign, date and return the attached "Confirmation of Flood Exclusion" acknowledging no flood coverage is provided by this policy.

I hereby acknowledge this policy contains an absolute Flood exclusion. There is no intent to cover flood or flood related damages.

Insured	Village Green Homeowne	ers	Policy Number
Named Insured Print Name			Date
Named Insured Signature			

<b>AGENCY CUSTOMER ID:</b>	

### ACORD

#### FRAUD STATEMENTS

PRODUCER		CARRIER	NAIC CODE
POLICY NUMBER	EFFECTIVE DATE	APPLICANT / NAMED INSURED	

Applicable in AL, AR, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)\* presents a false or fraudulent claim for payment of a loss or benefit or 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. \*Applies in MD Only.

**Applicable in CA:** 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.

**Applicable in CO:** 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 policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder 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.

**Applicable in DC:** 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.

**Applicable in FL and OK:** 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)\*. \*Applies in FL Only.

**Applicable in KS:** 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.

**Applicable in KY, OH and PA:** 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.

**Applicable in ME, TN, VA and WA:** 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 and denial of insurance benefits. \*Applies in ME Only.

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

**Applicable in OR:** Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

**Applicable in PR:** Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

Applicable in NY: Applicable to all claim forms for insurance and all applications for commercial insurance and accident and health insurance: 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.

Applicable in NY: Applicable to all applications and claim forms for automobile insurance: Any person who knowingly and with intent to defraud any insurance company or other person files an application for commercial insurance or a statement of claim for any commercial or personal insurance benefits containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, and any person who, in connection with such application or claim, knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company 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 value of the subject motor vehicle or stated claim for each violation.

APPLICANT'S SIGNATURE	DATE (MM/DD/YYYY)