

**Date:** Sep 03, 2024  
**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:** 9/13/2024 - 9/13/2025  
**Coverage:** Property

**Standard Coverage**

<b>Premium:</b>	\$57,930.00	
<b>Agency Fee</b>	\$5,795.00	
<b>Carrier Policy Fee</b>	\$400.00	
<b>Filing Fee</b>	\$25.00	
<b>Surplus Lines Tax</b>	\$3,111.28	
<b>Stamping Office Fee</b>	\$25.66	
<b>Total:</b>	<b>\$67,286.94</b>	
<b>Taxing State: TX</b>		
<b>TRIA Coverage</b>	\$5,743.00	Subject to Applicable Professional
<b>(Optional)</b>		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 \$7,160,753.  
Equipment Breakdown included, can be removed for RP of \$501.  
Deductibles per quote.

**Subject to:** Completed, dated, and signed Acord Application  
Signed and dated 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.**

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 It may be withdrawn or varied at any time prior to acceptance.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.



Form No. 1.1

## 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: ☒ Wholesale Broker ☐ Managing General Agent

### Policy Information

Policy/Binder No.: \_\_\_\_\_

Insured Name: Village Green Homeowners

Coverage Type: ☐ Personal ☒ 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: Sep 03, 2024

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	09/13/2024	PROPOSED EXPIRATION DATE	09/13/2025
POLICY LIMIT	\$5,000,000 Primary, Per Occurrence, Per Schedule	TIV	\$7,160,753
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	TRIA Terrorism Disclosure, Surplus Lines Tax Filing Information, The policy will be issued with carrier mandated forms and the ISO form editions in use by the carrier at the time of binding, 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., Quote is valid only if there are no current or planned renovations., 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.		
WARRANTIES	Battery Operated Smoke Detectors – Operational & Maintained Existing Damage Exclusion to apply No Aluminum Wiring (Exclusion Endorsement)		
PROPERTY PREMIUM <i>No Flat Cancellation Permitted</i>	Non-Terrorism Premium: \$57,429.00	TRIA PREMIUM	
	Equipment Breakdown Premium: \$501.00	Terrorism Premium: \$5,743.00	
	Cyber Premium: Declined	TOTAL PREMIUM INCLUDING TRIA: \$63,673.00	
	Total Non-Terrorism Premium: \$57,930.00		
FEES (If allowed by law)	\$400.00 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.

Please read all terms and conditions shown above carefully as they may not conform to the specifications shown in your submission. Coverage shall be subject to all terms and conditions of the policy to be issued which shall when delivered, replace the binder.

WKFC Underwriting Managers is a series of RSG Underwriting Managers, LLC. RSG Underwriting Managers, LLC is a Delaware limited liability company and a subsidiary of Ryan Specialty, LLC. In California: RSG Insurance Services, LLC (License # 0E50879).

FORMS	
Common Policy Declarations	PESCL2000 (06/14)
Commercial Property Coverage Part Declarations Page	PESPR2000a (01/96)
Schedule of Forms	Forms
U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders	IL P 001 01 04
Location Schedule	Locsched (F1 8/95)
Commercial Property Conditions	CP 00 90 07 88
Causes of Loss - Special Form	CP 10 30 10 12
Common Policy Conditions	IL 00 17 11 98
Condominium Association Coverage Form	CP 00 17 10 12
Equipment Breakdown Schedule	PR2015 (01/10)
Equipment Breakdown Coverage	PR2021 (01/10)
Service of Process Endorsement	SLSOP 10 14
Aluminum Wiring Exclusion	CF 10 05 07 20
Asbestos Material Exclusion	CF 10 76 06 13
Cancellation Changes	CP 02 99 06 07
Amendatory Endorsement	VLCW71 12 10
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
Multiple Deductible Form	CF 03 01 07 20
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
Discharge From Sewer, Drain or Sump (Not Flood Related)	CP 10 38 10 12
Windstorm or Hail Percentage Deductible	CF 03 02 07 20
Water Exclusion Endorsement	CP 10 32 08 08
ADDITIONAL COMMENTS	
<ul style="list-style-type: none"> <li>- Upon binding, if terrorism is rejected, we will need a signed rejection letter by the Insured. Any signed documentation is acceptable.</li> <li>- Upon binding, if flood coverage is excluded, we will need the signed confirmation of flood exclusion.</li> <li>- Ten (10) days notice for non-payment of premium.</li> <li>- Asbestos Material Endorsement, Occurrence Limit of Liability form and Aluminum Wiring Endorsement applies.</li> <li>- THIS AUTHORIZATION IS AUTOMATICALLY SUSPENDED IF A NAMED STORM IS WITHIN 250 MILES OF THE UNITED STATES OF AMERICA, ITS TERRITORIES OR POSSESSIONS.</li> <li>- Minimum Earned Premium to equal 25% or per attached Territorial Earned Premium endorsement (WK CP 01 02 12)</li> <li>- Subject to satisfactory &amp; acceptable inspection and receipt of a signed acord application.</li> <li>- Updated acord application required on all renewal business policies.</li> <li>- This authorization is automatically suspended if a Named Storm is within 250 miles of the United States of America, its territories or possessions.</li> <li>- 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.</li> </ul>	

Please read all terms and conditions shown above carefully as they may not conform to the specifications shown in your submission. Coverage shall be subject to all terms and conditions of the policy to be issued which shall when delivered, replace the binder.

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**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: 9/13/2024**

**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.

### **SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE**

\_\_\_\_\_ I hereby elect to purchase Terrorism coverage as defined in the Terrorism Risk Insurance Act, as amended, for a prospective premium of \$5,743.

\_\_\_\_\_ I understand that I will have no coverage for losses arising from certified acts of terrorism as defined in the exclusion and in the Terrorism Risk Insurance Act, as amended, except as described above for locations in SFP states.

\_\_\_\_\_  
Policyholder/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 Homeowners

Policy Number

Named Insured \_\_\_\_\_  
Print Name

Date \_\_\_\_\_

Named Insured \_\_\_\_\_  
Signature



AGENCY CUSTOMER ID: \_\_\_\_\_

**FRAUD STATEMENTS**

AGENCY		CARRIER	NAICCODE
POLICY NUMBER	EFFECTIVE DATE	APPLICANT I NAMED INSURED	

**Applicable in AL, AR, DC, 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 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 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, NY, 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 (not to exceed five thousand dollars and the stated value of the claim for each such violation)\*. \*Applies in NY Only.

**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.

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