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**Insurance Proposal**  
for  
**Gulf of Mexico Coastal  
Ocean Observing System-  
Regional Association**

Presented by:  
Sid Alexander, CLU  
Senior Vice President

December 8, 2021



Anco Insurance - Bryan  
1111 Briarcrest Drive  
Bryan, TX 77802  
[www.anco.com](http://www.anco.com)

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This presentation summarizes the proposal for your insurance. This is not a contract. The terms of the policy forms will control the insurance contract without regard to any statement made in this proposal.

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## Your Dedicated Service Team

<b>Sid Alexander, CLU Sr. Vice President</b>	
Phone	(979) 774-6287
Cell Phone	
Email	alexander@anco.com

<b>Mary Guthrie, ACSR, CIC Account Executive</b>	
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# General Liability

Insurance Company	Policy Term
Scottsdale Insurance Company	1/23/2022 to 1/23/2023

## Named Insureds

Insured	Interest
Gulf of Mexico Coastal Ocean Observing System-Regional Association	First Named Insured

## Coverages

Limit	Description
\$2,000,000	General Aggregate
\$2,000,000	Products / Completed Operations Aggregate
\$1,000,000	Each Occurrence
EXCLUDED	Personal/Advertising Injury
\$100,000	Fire Damage (Any One Fire)
\$5,000	Medical Expense (Any One Person)
-0-	Deductible - Per Claim
Included by endorsement	Hired & Non-Owned Auto

## Locations and Exposures

Loc	Bldg	Description	Exposure	Premium Basis
1	1	<b>TX A&amp;M Dept of Oceanography, College Station, Texas 77843</b>		
		Professional Trade Association, no bldg except offices.	163	Unit
5	1	<b>6300 Ocean Drive, Corpus Christi, Texas 78412</b>		
		Professional Trade Association, no bldg except offices.	INCL	

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## Forms & Endorsements

### Common Policy

NOTS0065TX 01-21 IMPORTANT NOTICE-TEXAS

NOTS0079TX 04-09 TEXAS REQUIRED NOTICE

NOTX0178CW 03-16 CLAIM REPORTING INFORMATION

NOTX0423CW 12-20 POLICYHOLDER DISCLOSURE - NOTICE OF TERRORISM INSURANCE COVERAGE

UTS-COVPG 03-21 COVER PAGE

OPS-D-1-0117 01-21 COMMON POLICY DECLARATIONS

UTS-126L 10-93 SCHEDULE OF TAXES, SURCHARGES OR FEES

UTS-SP-1 08-96 SCHEDULE OF NAMED INSUREDS

UTS-SP-2 12-95 SCHEDULE OF FORMS AND ENDORSEMENTS

UTS-SP-3 08-96 SCHEDULE OF LOCATIONS

IL 00 17 11-98 COMMON POLICY CONDITIONS

UTS-496 06-19 MINIMUM EARNED CANCELLATION PREMIUM

UTS-9g 06-20 SERVICE OF SUIT CLAUSE

### Commercial Liability

CLS-SD-1L 08-01 COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTAL DECLARATIONS

CLS-SP-1L 10-93 COMMERCIAL GENERAL LIABILITY COVERAGE PART EXTENSION OF SUPPLEMENTAL DECLARATIONS

CG 00 01 04-13 COMMERCIAL GENERAL LIABILITY COVERAGE FORM

CG 21 06 05-14 EXCLUSION-ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY-WITH LIMITED BODILY INJURY EXCEPTION

CG 21 16 04-13 EXCLUSION-DESIGNATED PROFESSIONAL SERVICES

#### Description Of Professional Services

Any and all professional exposures

CG 21 38 11-85 EXCLUSION-PERSONAL AND ADVERTISING INJURY

CG 21 47 12-07 EMPLOYMENT-RELATED PRACTICES EXCLUSION

CG 21 67 12-04 FUNGI OR BACTERIA EXCLUSION

CG 21 73 01-15 EXCLUSION OF CERTIFIED ACTS OF TERRORISM

CG 24 26 04-13 AMENDMENT OF INSURED CONTRACT DEFINITION

CG 40 12 12-19 EXCLUSION - ALL HAZARDS IN CONNECTION WITH AN ELECTRONIC SMOKING DEVICE, ITS VAPOR, COMPONENT PARTS, EQUIPMENT AND ACCESSORIES

CG 40 15 12-20 CANNABIS EXCLUSION WITH HEMP EXCEPTION

GLS-152s 08-16 AMENDMENT TO OTHER INSURANCE CONDITION

GLS-341s 08-12 HYDRAULIC FRACTURING EXCLUSION

GLS-457s 10-14 AIRCRAFT EXCLUSION

GLS-47s 10-07 MINIMUM AND ADVANCE PREMIUM ENDORSEMENT

GLS-570 03-21 CONTRACTORS SPECIAL CONDITIONS

## Forms and Endorsements

GLS-74s 09-05 AMENDMENT OF CONDITIONS

GLS-91s 03-21 HIRED AUTO AND NONOWNED AUTO LIABILITY

IL 00 21 09-08 NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

IL 01 68 03-12 TEXAS CHANGES-DUTIES

UTS-230g-TX 09-94 PROMPT PAYMENT OF CLAIMS-TEXAS

UTS-266g 05-98 ASBESTOS EXCLUSION

UTS-267g 05-98 LEAD CONTAMINATION EXCLUSION

UTS-365s 02-09 AMENDMENT OF NONPAYMENT CANCELLATION CONDITION

UTS-428g 11-12 PREMIUM AUDIT

**Estimated Annual Premium:**

**\$1,495.18**

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# Director's & Officer's Coverage

Issuing Company	Policy Term
Scottsdale Indemnity Company	1/23/2022 to 1/23/2024

## Named Insureds

Insured	Interest
Gulf of Mexico Coastal Ocean Observing System-Regional Association	First Named Insured

## Coverages

Limit	Description
	DIRECTORS & OFFICERS LIABILITY
\$1,000,000	Per Occurrence
<b>\$1,000,000</b>	Aggregate
	EMPLOYMENT PRACTICES LIABILITY
\$1,000,000	Per Occurrence
<b>\$1,000,000</b>	Aggregate
<b>\$5,000</b>	Retention

**Both sections above are claims made coverage with a Pending or Prior Litigation date of 01/23/08.**

Defense Outside the Limits of Liability                     Yes                     No

Liability Coverage Shared Limit of Liability: N/A

Third party EPL is included

This quote with Scottsdale Indemnity offers a two-year term, with a 2 year premium of \$13,082 + one \$350 policy fee. The benefit is that you pay an annual premium + policy fee (total \$6,891) this year, and then next year the coverage will automatically renew with a premium of \$6,541. For the years this option has been offered, you have always purchased the two year term.

Estimated Annual Premium: \$6,891.00



**Endorsements:**

1. EKI-D-8 (2-18) > Declarations Cli
2. HLPEPL (1-18) > E-Risk Management Tools Center-EPL Cli
3. HLPIPO (1-18) > E-Risk Management Tools Center-IPO Cli
4. NOTI0065TX (5-20) > Important Notice - Texas Cli
5. NOTX0124TX (1-21) > Loss Control Availability - Texas Cli
6. NOTI0562TX (9-15) > Notice to the Insured-Texas Asbestos Exclusion Cli
7. EKI-326 (04/08) > General Terms and Conditions Cli
8. EKI-P-7 (04/08) > Employment Practices Coverage Section Cli
9. EKI-P-8 (04/08) > Insured Person and Organization Coverage Section Cli
10. EKI-99 (04/08) > Advisory Board Extension - IPO Cli
11. EKI-804 (01/09) > Allocation Provision (Non Profit) Cli
12. EKI-1588 (2-15) > Amend Conduct Exclusion - IPO Cli
13. EKI-1638 (1-16) > Amend Conduct Exclusion-Foreign Jurisdiction - IPO Cli
14. EKI-888 (12/09) > Amend Definition of Insured Person-Leased/Contracted Employees - IPO Coverage Section Cli
15. EKI-1651 (10-16) > Amend Definition of Third Party Endorsement - EPL Cli
16. EKI-803(01/09) > Amend Discovery Election - 90 Days Cli
17. EKI-255 (08/09) > Amend Insured Versus Insured Exclusion (Non-Profit) - IPO Coverage Section Cli
18. EKI-1142 (11/12) > Amend Notice of Circumstances - EPL Coverage Section Cli
19. EKI-1143 (11/12) > Amend Notice of Circumstances - IPO Coverage Section Cli
20. EKI-266 (04/08) > Amend Notice Provision - (Non-Profit) - EPL Coverage Section Cli
21. EKI-267 (04/08) > Amend Notice Provision (Non-Profit) - IPO Coverage Section Cli
22. EKI-1018 (1-12) > Amend Notice Provision 60 Days - (Non-Profit) - EPL Coverage Section Cli
23. EKI-1109 (6-12) > Amend Other Insurance to be Primary - IPO - IPO Coverage Section Cli
24. EKI-805 (01/09) > Amend Subrogation Provision - Final Judgment Cli
25. EKI-261 (04/09) > Amend Warranty Provision Non-Rescindable Coverage (Non-Profit) Cli
26. EKI-2130 (1-19) > Amended Insured Persons Versus Organization - IPO Cli
27. EKI-814 (05/09) > Amended Insured Versus Insured Exclusion - Foreign Jurisdiction - IPO Coverage Section Cli
28. EKI-930 (02/11) > Amended Insured Versus Insured Exclusion Whistleblower Carveback - IPO Coverage Section Cli
29. EKI-806 (01/09) > Amended Insured Versus Insured Exclusion with Creditor Committee Carveback - IPO Coverage Section Cli
30. EKI-351 (1-15) > Cap on Losses from Certified Acts of Terrorism Cli
31. EKI-807 (04/09) > Cost Of Investigations Coverage (Non-Profit) - IPO Coverage Section Cli
32. EKI-269 (5-18) > Crisis Fund for Non-Profits - Crisis Communications Management Insurance (Non-Profit) \$10k Crisis Fund- IPO Cli
33. EKI-1539 (02/14) > Employed Lawyers Extension - IPO Coverage Section Cli
34. EKI-1128 (09/12) > Employee Privacy Coverage with Sub-Limit (Non-Profit) - EPL Coverage Section Cli
35. EKI-104 (04/08) > Excess Benefit Transaction Excise Tax Coverage Endorsement - IPO Cli
36. EKI-801 (01/09) > Extradition Coverage Endorsement - IPO Coverage Section Cli
37. EKI-869 (08/09) > Immigration Claim Endorsement (Non-Profit) - \$100,000 Sub-Limit - EPL Coverage Section Cli
38. EKI-112 (04/08) > Multi-Year Endorsement Cli  
*Available for a two year policy for two times the annual premium payable in installments*
39. EKI-355 (06/08) > Outside Entity Coverage for Non-Profit Companies - IPO Coverage Section Cli
40. EKI-117 (04/08) > Patent, Copyright, Trademark Exclusion - IPO Coverage Section Cli
41. EKI-238 (04/08) > Priority of Payments Provision (Non-Profit) - IPO Coverage Section Cli
42. EKI-121 (04/08) > Professional Services Errors and Omissions Exclusions - IPO Coverage Section Cli
43. EKI-122 (04/08) > Publisher Exclusion - IPO Coverage Section Cli
44. EKI-124 (04/08) > Removal of Alternative Dispute Resolution Provision Cli
45. EKI-848 (05/09) > State Amendatory Inconsistent Cli
46. EKI-802 (01/09) > Tolling or Waiving the Statute of Limitations - IPO Coverage Section Cli
47. EKI-1607 (5-15) > Wage and Hour Claim Endorsement - Non-Profit - \$250,000 Sub-Limit - EPL Coverage Section Cli
48. EKI-323-TX (04/08) > Amendatory Endorsement - Texas Cli
49. NOTI0603CW (11/18) > Policyholder Disclosure Notice of Terrorism Insurance Coverage Cli
50. NOTI0603CW (12/20) > Policyholder Disclosure Notice of Terrorism Insurance Coverage Cli



## Premium Summary & Acceptance

Lines of Business	Expiring Premium	Renewal Premium
General Liability	\$1,495.18	\$1,495.18
Directors' & Officers' Liability, incl. EPLI	\$6,541.00	\$6,541.00
Policy Fee		\$350.00
<b>Grand Total</b>	<b>\$8,036.18</b>	<b>\$8,386.18</b>

***This marketing proposal is valid for 30 days from December 8, 2021.***

I accept this proposal as presented for GCOOS-RA.

Jorge Brenner	Executive Director	Dec 17, 2021
_____ Signature	_____ Title	_____ Date

I accept this proposal with the following changes completed for GCOOS-RA.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

_____ Signature	_____ Title	_____ Date
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This presentation summarizes the proposal for your insurance. It is not a contract. The terms in the policy will govern in the event of a loss without regard to any statement made in this proposal.

# Notices

## Binding of Coverage

Binding of coverage associated with this risk is subject to any moratoriums which may be imposed by the insurance company such as tropical storm, hurricane or wildfire watches and warnings. This consideration bears special significance from June through November, which is generally considered the Atlantic hurricane season.

## Non-Admitted/Surplus Lines Insurer

If an insurer is designated as a "non-admitted" company, the insurer is not licensed to transact insurance in this state and the policy will be issued and delivered as surplus line coverage. The given state's 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 state property and casualty insurance guaranty association. The Insurance Code requires payment of the surplus lines tax and fee, if shown in this proposal.

## Compensation Disclosure

At Anco our clients are our priority. Business is quoted and written through the insurer providing the best coverage and premium that our agency has to offer, suited to your wishes and business needs. Our professional fees, unless otherwise specifically negotiated and agreed to with our client, are customarily based on commission calculated as a percentage of the premium collected by the insurer and paid to us by the insurer. Insurers and insurance intermediaries may pay us additional compensation, which is contingent on volume, profitability or other factors pursuant to agreements we may have with them relating to all or part of the business we place with those insurers or through those intermediaries. Such agreements may be in effect with one or more of the insurers with whom your insurance is placed, or with the insurance intermediary we use to place your insurance. We will be pleased to discuss with you further details pertinent to your placement upon your request.

**Thank you for your business!**

**GCOOS-R-01**

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# Status of Insurers

## Admitted or Non-Admitted

If an insurance company is authorized or licensed by a given state to write business within that state, their status is considered "admitted". As an approved or standard carrier, The State's Property and Casualty Guaranty Fund would afford protection should the insurer become insolvent for covered lines of business. The protection provided by a State Guaranty Fund is subject to certain claim limits, restrictions and limitations. For more information, you may contact us or refer to the National Conference of Insurance Guaranty Funds available on the World Wide Web at [ncigf.org](http://ncigf.org).

If a carrier is "non-admitted" in a given state, they are not approved to transact business directly with the customer in that state. These insurance companies utilize licensed intermediaries to facilitate the placement of business. Frequently referred to as surplus lines carriers, they may not offer as broad of coverage as is available in the admitted market. For certain risks, however, they may provide coverage that is not obtainable in the admitted market. Should the carrier become insolvent, they are not protected by a state's Guaranty Fund. States do not review the policy language or rates of surplus lines markets.


Please remember that regardless of status, the State Guaranty Fund becomes an issue only if the carrier is declared financially insolvent. An indication of an insurance company's financial health is accessible from A.M. Best, a globally recognized credit rating agency focusing on insurers. Their website is [www.ambest.com](http://www.ambest.com).

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*Jorge Brenner*
Executive Director
December 17, 2021  
 Signature Title Date

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\_\_\_\_\_  
 Signature Title Date

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**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>63.00</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 checked="" type="checkbox"/>	I hereby reject the purchase of certified terrorism coverage.



*Jorge Brenner*

Policyholder/Applicant's Signature

Jorge Brenner

Print Name

December 22, 2021

Date

Gulf of Mexico Coastal Ocean Observing System

Named Insured/ Business Name

QT-01295509

Policy Number, if available



PRIOR CARRIER INFORMATION (continued)

AGENCY CUSTOMER ID: GCOOS-R-01

KAYLA

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER: DO
2019 - 2020	CARRIER	Scottsdale	Scottsdale		Scottsdale
	POLICY NUMBER	CPS1909940	CPS1909940		EKI3241807
	PREMIUM	\$ 1,250.00	\$	\$	\$ 6,541.00
	EFFECTIVE DATE	01/23/2019	01/23/2019		01/23/2019
	EXPIRATION DATE	01/23/2020	01/23/2020		01/23/2020
2018 - 2019	CARRIER	Scottsdale	Scottsdale		Scottsdale
	POLICY NUMBER	CPS3006585	CPS3006585		EKI3241807
	PREMIUM	\$ 1,250.00	\$	\$	\$ 6,541.00
	EFFECTIVE DATE	01/23/2018	01/23/2018		01/23/2018 DO
	EXPIRATION DATE	01/23/2019	01/23/2019		01/23/2019

LOSS HISTORY  Check if none (Attach Loss Summary for Additional Loss Information)

ENTER ALL CLAIMS OR LOSSES (REGARDLESS OF FAULT AND WHETHER OR NOT INSURED) OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE LAST <u>3</u> YEARS						TOTAL LOSSES: \$	0
DATE OF OCCURRENCE	LINE	TYPE / DESCRIPTION OF OCCURRENCE OR CLAIM	DATE OF CLAIM	AMOUNT PAID	AMOUNT RESERVED	SUBROGATION Y/N	CLAIM OPEN Y/N

SIGNATURE

Copy of the Notice of Information Practices (Privacy) has been given to the applicant. (Not required in all states, contact your agent or broker for your state's requirements.)

PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE. YOU MAY HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND REQUEST CORRECTION OF ANY INACCURACIES. YOU MAY ALSO HAVE THE RIGHT TO REQUEST IN WRITING THAT WE CONSIDER EXTRAORDINARY LIFE CIRCUMSTANCES IN CONNECTION WITH THE DEVELOPMENT OF YOUR CREDIT SCORE. THESE RIGHTS MAY BE LIMITED IN SOME STATES. PLEASE CONTACT YOUR AGENT OR BROKER TO LEARN HOW THESE RIGHTS MAY APPLY IN YOUR STATE OR FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US FOR A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING PERSONAL INFORMATION. (Not applicable in AZ, CA, DE, KS, MA, MN, ND, NY, OR, VA, or WV. Specific ACORD 38s are available for applicants in these states.) (Applicant's Initials): \_\_\_\_\_

**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 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.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

PRODUCER'S SIGNATURE 	PRODUCER'S NAME (Please Print) Sid Alexander, CLU	STATE PRODUCER LICENSE NO (Required in Florida) 1009667
APPLICANT'S SIGNATURE 	DATE 12/22/2021	NATIONAL PRODUCER NUMBER 1087799

**GENERAL INFORMATION (continued)**

EXPLAIN ALL "YES" RESPONSES (For all past or present operations)				Y/N
16. HAS APPLICANT BEEN ACTIVE IN OR IS CURRENTLY ACTIVE IN JOINT VENTURES?				N
17. DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS?				N
LEASE TO	WORKERS COMPENSATION COVERAGE CARRIED (Y/N)	LEASE FROM	WORKERS COMPENSATION COVERAGE CARRIED (Y/N)	
18. IS THERE A LABOR INTERCHANGE WITH ANY OTHER BUSINESS OR SUBSIDIARIES?				N
19. ARE DAY CARE FACILITIES OPERATED OR CONTROLLED?				N
20. HAVE ANY CRIMES OCCURRED OR BEEN ATTEMPTED ON YOUR PREMISES WITHIN THE LAST THREE (3) YEARS?				N
21. IS THERE A FORMAL, WRITTEN SAFETY AND SECURITY POLICY IN EFFECT?				N
22. DOES THE BUSINESSES' PROMOTIONAL LITERATURE MAKE ANY REPRESENTATIONS ABOUT THE SAFETY OR SECURITY OF THE PREMISES?				N

**REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

SEE ATTACHED ACORD 101

**SIGNATURE**

**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 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.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

PRODUCER'S SIGNATURE 	PRODUCER'S NAME (Please Print) Sid Alexander, CLU	STATE PRODUCER LICENSE NO (Required in Florida) 1009667
APPLICANT'S SIGNATURE 	DATE 12/22/2021	NATIONAL PRODUCER NUMBER 1087799