

Knowledge. Relationships. Trust. Confidence.

Risk Placement Services, Inc. - Lexington 527 Wellington Way Suite 350 Lexington, KY 40503 RPS Contact: SuzAnne Graves Underwriter

Phone: 859-685-6252

Email: SuzAnne\_Graves@rpsins.com

April 28, 2023 RPS Submission #: 5759293A

## **Proposal of Insurance**

APPLICANT: BETHESDA MEDICAL TRANSPORTATION LLC

9945 VOYAGER WAY Cincinnati, OH 45252

**COVERAGE:** General Liability

SUBMITTED TO: TIMOTHY WILSON

Clear Water Insurance, LLC 2650 Old Minden Road Bossier City, LA 71112

(318) 744-4178

tim@clearwateragency.net

**RETAIL PRODUCER COMMISSION: 10%** 

You do not have authority to bind t and emailing this page to the addre	•	order coverage by co	mpleting the fields below			
REQUESTED EFFECTIVE DATE:						
PREMIUM FINANCE COMPANY:						
PERSON REQUESTING BINDER:						
DATE REQUESTED:						
TRIA REJECTED TRIA ACCEPTED						
I have included the following necessary documentation:						
Completed signed application	Completed signed TRIA	Loss Runs	Other Bind documents			

- 1. Quote Review The coverages described in this quote may not conform to the terms you requested. You are responsible for outlining and explaining to your client the coverages offered, including other options, whether available through RPS or not. The coverage terms attached are not fully described, and no assumption should be made as to the adequacy of coverages offered, as compared to the exposures of your client.
- 2. Actual coverage forms are available on request.
- 3. You are not an agent of the insurer, and as such, cannot bind coverage nor make any commitments on behalf of the insurer, nor of us. This policy cannot be assigned to another without the written consent of the Insurer of the Agent.



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Risk Placement Services, Inc. - Lexington 527 Wellington Way Suite 350 Lexington, KY 40503 Retail Producer: TIMOTHY WILSON

Clear Water Insurance, LLC 2650 Old Minden Road Bossier City, LA 71112

Phone: (318) 744-4178 Fax: (318) 744-4177

Email: tim@clearwateragency.net

April 28, 2023 RPS Submission #: 5759293A

## PROPOSAL OF INSURANCE

## **Proposal Information**

Insured Name: BETHESDA MEDICAL TRANSPORTATION LLC

Policy Period: 4/28/2023 to 4/28/2024

Insurance Carrier: Scottsdale Surplus Lines Insurance Company NAIC #: 10672

Admitted / Non-Admitted: Non-Admitted

A. M. Best Rating: A+ XV

## Retroactive Date (if Claims Made coverage):

## **Physical Location**

9945 VOYAGER WAY, Cincinnati, OH 45252

### **Limits of Insurance**

Coverage: Commercial General Liability

See carrier quote

### **Rating Information**

## **Premium Summary**

Premium \$1,288.00

MEP % -If varies

<u>Coverage</u> <u>Premium</u> <u>Commission%</u> <u>from policy MEP</u>

Commercial General Liability \$1,288.00 10.00

Minimum Earned Premium: 25%

**TRIA Premium: (optional)** 

(All applicable taxes and fees are Fully Earned at binding unless otherwise specified.)

Fees:

Broker Fee - RPS \$175.00

Tax State (or home state): OH

**SURPLUS LINES TAXES:** 

Surplus Lines Tax \$73.15

\$10.02

TOTAL CHARGES \$1,546.17

## **Coverage Notes**

This quote is valid for 30 days or until the proposed inception, whichever is later.

After binding, flat cancellation is not permitted. Minimum earned premium provision applies.

The coverage described in this quote may not conform to the terms you requested and may differ from the application submitted. By binding this quote you acknowledge that you are binding the coverage and terms offered within this quote only.

### **Forms / Endorsements**

### **Terms & Conditions**

IN ORDER TO BIND COVERAGE, please provide the following additional information. Please note, coverage and premium terms are subject to change or withdrawal pending review and underwriting approval of this additional information:

### Binder Issuance is Subject To:

No undisclosed losses or bankruptcy Signed & completed application. Signed & dated terrorism form.



# Department of Insurance

Mike DeWine, Governor Jon Husted, Lt Governor Jillian Froment, Director

## **Surplus Lines Statement**

OPRAS Division (PC), 50 W Town Street, 3rd Floor - Suite 300, Columbus OH 43215 615-644-2635 | Fax 614-728-1280 | insurance.ohio.gov

NOTE: Form is to be returned to the broker or agent, not to Ohio Department of Insurance.

## PART 1. STATEMENT OF SURPLUS LINE BROKER OR ORIGINATING AGENT

acknowledge that he/she is insurance companies, other than life, authorized to do business in O section 3905.30 of the Ohio Revised Code and that after due diligerabelow from insurers authorized to do business in Ohio to which he/sh	nce, he/she is unable to procure the insurance policy described
Property or risk to be insured: BETHESDA MEDICAL TRANSPO	RTATION LLC
He/she acknowledges that he/she has complied with the applicable the Ohio Revised Code, and has explained to the insured the meareceived declinations for the reasons set forth below from the followhich are known to him/her to customarily write the kind of insurance	aning of the signed statements prior to binding coverage and owing authorized insurer(s) to which he/she is so licensed and
INSURERS	REASONS
1. 2.	
3	
4	
Signature of Surplus Line Broker or Originating Agent  PART 2. SIGNED STATEMENT OF INSURED AS REVISED CODE  The named insured BETHESDA MEDICAL TRANSPORTATION than life insurance) as described above is to be placed with an insurar understands that the insurance company is not a member of the Ohio Ohio Revised Code is not applicable to claimants or insureds of said in Ohio tax of five percent of the amount of the premium for the insurant insured.	NLLC, acknowledges that the insurance policy (other nee company not authorized to do business in Ohio. The insured Insurance Guaranty Association and that Chapter 3955. of the insurance company. The surplus line broker shall collect the
Signature of Insured:	

NOTE: Form is to be returned to the broker or agent, not to Ohio Department of Insurance.

INS4024 (Rev. 02/2021) Page 1 of 1

04/28/2023 07:58 AM Quote Number: QT-03015457 Page 1 of 4

## **Commercial Insurance Quote Proposal**

To:

Contact Name: Contact Email: Contact Phone:

From: RPS Lexington, KY

Address: 527 Wellington Way Ste 350 Lexington KY

40503-1479

Contact Name: SuzAnne Graves

Contact Email: SuzAnne\_Graves@rpsins.com

Contact Phone: 859-245-2500

License #:

Underwritten By: SCOTTSDALE SURPLUS LINES INSURANCE

A.M. Best rated A+ (Superior), FSC XV

**COMPANY** 

Commission: 10.00% Minimum Earned: 25%

Minimum and Advance

Premium: 100%

These terms are valid for 60 days from APRIL 28,2023. Our quote may differ from the terms requested. Please review the quote carefully.

If the policy is cancelled at the insured's request, including non-payment of premium, there will be a minimum earned premium retained by us. If a policy or inspection fee is applicable to this policy, the fees are fully earned. No flat cancellations.

At the close of each audit period, we will compute the earned premium for that period. If the earned premium is greater than the advance premium paid, an audit premium will be due. There will be no returned premium upon Audit if the estimated exposure is less than shown, unless the Minimum and Advance Premium is less than 100%.

Applicant Name:	BETHESDA MEDICAL TRANSPORTATION LLC
Proposed Policy Period:	04/28/2023 To 04/28/2024
Quote Number:	QT-03015457
Agent Reference Number:	
Renewal of #:	NEW

## **Premium Summary**

LIABILITY	\$1,288
Sub Total Premium:	\$1,288
Grand Total:	\$1,288.00

**Terrorism:** Terrorism coverage can be purchased for an additional premium of \$64.00 plus applicable taxes and fees. Signed acceptance/rejection required at binding.

#### Subject to following terms and conditions:

- Completed, signed and dated ACORD application.
- Completed, signed and dated supplemental application.
- No known loss letter signed by the insured.
- Signed surplus lines tax letter (within 30 days of binding).
- Signed TRIA form at time of binding, rejecting or accepting coverage.

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## **Commercial Liability Coverage**

	Limits
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Per Occurrence	\$1,000,000
Damage to Premises Rented to You	\$100,000
Medical Payments	\$5,000
Deductible	\$0 BI/PD/PA PER CLAIMANT

## **Liability Rating Classifications and Premium**

Loc #/ Bldg #	Program / ISO	Class Code	Description	Exposure	Prem / Prod Rate	Prem / Prod Premium
9945 VOYAGER WAY CINCINNATI OH 45252						
1/1	МН	68001	TAXICAB COMPANIES+	1 / PER VEHICLE/EA CH	\$788.00 (First)	\$788

<sup>† +</sup> PRODUCTS/COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT

### **Commercial Liability Additional Coverages**

Coverage Description	Form	Limit 1	Limit 2	Deductible	Premium
EMPLOYERS LIABILITY INSURANCE STOP GAP	GLH-60s	\$1,000,000/\$1,000,0 00	\$2,000,000		\$250
SEXUALLY ABUSIVE ACTS - LIMITED LIABILITY COVERAGE	GLH-621	\$100,000	\$300,000		\$250

Final Liability Premium: \$1,288

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## **Forms and Endorsements**

#### **Common Policy**

NOTX0178CW 03-16 CLAIM REPORTING INFORMATION

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

UTH-COVPG 03-21 COVER PAGE

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

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

UTH-SP-3 08-96 SCHEDULE OF LOCATIONS

IL 00 17 11-98 COMMON POLICY CONDITIONS

UTH-496 06-19 MINIMUM EARNED CANCELLATION PREMIUM

UTH-9g 06-22 SERVICE OF SUIT CLAUSE

#### **Commercial Liability**

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

CLH-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

CG 21 47 12-07 EMPLOYMENT-RELATED PRACTICES EXCLUSION

CG 21 49 09-99 TOTAL POLLUTION EXCLUSION ENDORSEMENT

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

GLH-106s 12-13 TOTAL LIQUOR LIABILITY EXCLUSION

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

GLH-278s 01-06 INJURY TO WORKER EXCLUSION

GLH-280s 12-05 EXCLUSION OF BODILY INJURY TO PASSENGERS

GLH-283s 06-06 EXCLUSION OF SUBCONTRACTED AUTOS

GLH-289s 11-07 KNOWN INJURY OR DAMAGE EXCLUSION-PERSONAL AND ADVERTISING INJURY

GLH-341s 08-12 HYDRAULIC FRACTURING EXCLUSION

GLH-457s 10-14 AIRCRAFT EXCLUSION

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

GLH-537 02-19 CONTROLLED SUBSTANCE EXCLUSION

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## **Forms and Endorsements**

GLH-570 07-21 CONTRACTORS SPECIAL CONDITIONS

GLH-60s 09-18 EMPLOYERS LIABILITY INSURANCE STOP GAP

GLH-621 03-22 SEXUALLY ABUSIVE ACTS - LIMITED LIABILITY COVERAGE

GLH-624 10-21 TOTAL SEXUALLY ABUSIVE ACTS EXCLUSION

GLH-666 06-22 PFC/PFAS EXCLUSION

GLH-74s 09-05 AMENDMENT OF CONDITIONS

IL 00 21 09-08 NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

UTH-267g 05-98 LEAD CONTAMINATION EXCLUSION

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

UTH-428g 11-12 PREMIUM AUDIT

UTH-610 06-22 ASBESTOS EXCLUSION

UTH-611 07-22 EXCLUSION—BIOMETRIC INFORMATION

UTH-74g 08-95 PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION

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.

	I hereby elect to purchase certified te	rrorism coverage for a premium of \$64.00
	I understand that the federal Terrorisr	n Risk Insurance Program Reauthorization Act of 2019 may
	terminate on December 31, 2027. She	ould that occur my coverage for terrorism, as defined by the
	Act, will also terminate.	
	I hereby reject the purchase of certific	ed terrorism coverage.
Policy	holder/Applicant's Signature	Named Insured/ Business Name
		QT-03015457
Print N	Name	Policy Number, if available
Date		



	Home Office	e Insurance Company ce: One Nationwide Plaza Columbus, Ohio 43215 e: 18700 North Hayden Road Scottsdale, Arizona 85255			le Surplus Lines ce: 18700 North Scottsdale,		d
	Home Office	e Indemnity Company ce: One Nationwide Plaza Columbus, Ohio 43215					
	Adm. Office	e: 18700 North Hayden Road Scottsdale, Arizona 85255					
		TRUCKERS PRO (Complet		PPLEMENTAL the ACORD Appli	_	N	
Ar	onlicant's Na	ame:		Agency Name			
, ,h	opilodi it o i te			Agent No.:			
	ocation Addr			Phone No.:			
LC	Cation Addi	ess:		Priorie No			
PR	OPOSED E	FFECTIVE DATE: From	To	12:01 A	.M., Standard Time a	at the address of	the Applicant
	1A	NSWER ALL QUESTIONS—IF	THEY DO NO	T APPLY, INDICA	TE "NOT APPLIC	CABLE" (N/A)	
1.	List all offi	ices, terminals, warehouses,	garage location	ons or other prem	nises the applica	nt owns or le	ases:
				•			acc.
	Loc. No.	Complete Address		e Function ocation	Payroll (other than drivers &	Owned (check if applicable)	Leased (% of bldg leased)
		Complete Address		e Function	Payroll (other than	Owned (check if	Leased (% of bldg
	No.	Complete Address		e Function	Payroll (other than drivers & clerical)	Owned (check if	Leased (% of bldg leased)
	No.	Complete Address		e Function	Payroll (other than drivers & clerical)	Owned (check if	Leased (% of bldg leased)
	No. 1 2	Complete Address		e Function	Payroll (other than drivers & clerical)	Owned (check if	Leased (% of bldg leased) %
	No. 1 2 3	Complete Address		e Function	Payroll (other than drivers & clerical)  \$	Owned (check if	Leased (% of bldg leased) %
2.	No.  1 2 3 4 5  Type of ca	Complete Address  arrier:   Common Carrier who does the applicant haul fo	of L	pe Function ocation	Payroll (other than drivers & clerical)  \$ \$ \$ \$	Owned (check if applicable)	Leased (% of bldg leased)  %  %  %  %
	No.  1 2 3 4 5  Type of ca	ı <b>rrier</b> :	of L	pe Function ocation	Payroll (other than drivers & clerical)  \$ \$ \$ \$	Owned (check if applicable)	Leased (% of bldg leased)  % % % %
	No.  1 2 3 4 5  Type of ca If contract,	nrrier:	of L	pe Function ocation	Payroll (other than drivers & clerical)  \$ \$ \$ \$ \$ \$	Owned (check if applicable)	Leased (% of bldg leased)  % % % %
	No.  1 2 3 4 5  Type of ca If contract,  Number of Not owned Are all vehi	who does the applicant haul for the following the properties of th	of L	pe Function ocation	Payroll (other than drivers & clerical)  \$ \$ \$ \$ \$ \$ ased:	Owned (check if applicable)	Leased (% of bldg leased)  % % % %
3.	No.  1 2 3 4 5  Type of ca If contract,  Number of Not owned Are all vehi If no, expla	wrier:	of L	pe Function ocation	Payroll (other than drivers & clerical)  \$ \$ \$ \$ \$ \$ \$ ased:	Owned (check if applicable)	Leased (% of bldg leased)  % % % % % %
3.	No.  1 2 3 4 5  Type of ca If contract,  Number of Not owned Are all vehi If no, expla  Any overs	rrier: Common Carrier who does the applicant haul fo  f vehicles: Owned: but operated on applicant's be icles licensed?	of L	errier Le	Payroll (other than drivers & clerical)  \$ \$ \$ \$ \$ ased:	Owned (check if applicable)	Leased (% of bldg leased)  % % % % % %
3.	No.  1 2 3 4 5  Type of ca If contract,  Number of Not owned Are all vehi If no, expla  Any overs If yes, expla	rrier:	of L  Contract Car?  half:  red?	pe Function ocation	Payroll (other than drivers & clerical)  \$ \$ \$ \$ \$ \$ ased:	Owned (check if applicable)	Leased (% of bldg leased)  % % % % % % %  %  %  %  %  %  %  %  %
3.	No.  1 2 3 4 5  Type of ca If contract,  Number of Not owned Are all vehi If no, expla  Any overs If yes, expla  Does appli	rrier: Common Carrier who does the applicant haul fo  f vehicles: Owned: but operated on applicant's be icles licensed?	of L  Ontract Car?  half:  red?	pe Function ocation	Payroll (other than drivers & clerical)  \$ \$ \$ \$ \$ \$ ased:	Owned (check if applicable)	Leased (% of bldg leased)  % % % % % % %  %  %  %  %  %  %  %  %



6. Is there an established equipment maintenance program? ..... ☐ Yes ☐ No

!	Loc. 1	Loc. 2	Loc. 3	Loc. 4	Loc. 5
Fenced	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Guard Dogs	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Lighted	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Public Access	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Security Guards	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Radius of operation (in miles):					
States applicant operates in:					
Any fuel storage and/or underground tanks?	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
If yes, indicate location number	and provide deta	ils:			
a. Type of fuels stored:					
<b>b.</b> Is fuel for private use or solo					
c. If sold to others, number of	gallons sold annu	ually:			
ndicate operations provided by	y applicant:				
Bicycle messenger services					
☐ Car toters/drive away contract	ors				
Courier: What is delivered?					
Crane services					
Crating and uncrating					
Debris removal—construction					
Escort vehicles for oversize/ov	•				
Excavation and/or grading of land	and				
☐ House moving ☐ Ice cream trucks:				Cross Calas	¢
」Ice cream trucks: ]Public livery				Gross Sales:	Φ
ີງ Public livery ີ] Sand or salt dispensing on roa	adways:			Payroll:	\$
Sand or sait dispensing on roa  Sandwich/catering trucks:	•			-	-
Snow/ice removal:					\$\$
_					
Towing with service or repair				,	Ψ
☐ Towing with service or repair ☐ Towing without service or repa	air			,	Ψ
Towing without service or repa	air			,	Ψ
☐ Towing without service or repa☐ Truck brokering		such as a hack	hoe bobcat bul	·	
☐ Towing without service or repa☐ Truck brokering  Does applicant operate any mo	bile equipment,		•	ldozer or forklift	
Towing without service or repart Truck brokering Toes applicant operate any mo yes, specify equipment operate commodities hauled:	<b>bile equipment,</b> d:			ldozer or forklift	
☐ Towing without service or repared Truck brokering  Does applicant operate any mongry fyes, specify equipment operated Commodities hauled:  ☐ Asphalt	<b>bile equipment,</b> d: Garbage/ru	bbish (commercia	al) 🔲 Mo	Idozer or forklift	
Towing without service or repart Truck brokering  Does applicant operate any mongy fyes, specify equipment operate Commodities hauled:  Asphalt  Chemicals	bile equipment, d:  Garbage/ru  Garbage/ru	bbish (commercia	al)	Idozer or forklift edical waste obile homes	? ☐ Yes ☐ No
Towing without service or repared Truck brokering  Does applicant operate any mongy fyes, specify equipment operated Commodities hauled:  Asphalt Chemicals Coal	bile equipment, d:  Garbage/ru Garbage/ru Heavy/over	bbish (commercia bbish (residential sized loads	al)	Idozer or forklift edical waste bbile homes I field equipment	? ☐ Yes ☐ No
Towing without service or repared Truck brokering  Does applicant operate any mongy fyes, specify equipment operate Commodities hauled:  Asphalt Chemicals	bile equipment, d:  Garbage/ru Garbage/ru Heavy/over Household	bbish (commercia	al)	Idozer or forklift edical waste obile homes	? □ Yes □ No

☐ Marijuana/cannabis or products containing marijuana/cannabis



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☐ Fuel/oil

Other; describe:

lf y	• .	tions?				
_				_		
	Does applicant do rigging?					
——————————————————————————————————————						
Ot	her operations:					
a.	Use aircraft?		Yes			
b.	Does applicant pr	ovide dumpsters for pick up?	Yes			
	If yes, how many?	)				
c.		landfill or dump?				
d.	Product assembly	/installation?	Yes			
	If yes, describe: _					
e.	Product service/re	epair?	Yes			
	If yes, describe: _					
f.	Repossession ope	erations?	Yes			
g.	Storage lots for no	on-owned vehicles/equipment?	Yes			
	If yes, area:					
h.	Other, describe: _					
Do	es applicant subc	ontract any operations?	Yes			
lf y	es:					
		erations subcontracted:				
		ocontracted work:				
c.		ctors required to carry General Liability insuranc				
	•	Seneral Liability limits required:				
d.		ctors required to carry Workers Compensation in				
e.		insurance required from all subcontractors?				
f.		ed as additional insured on all subcontractors'				
g.		cts contain hold-harmless agreements in favor o		L		
	If no, explain whe	n not required:				
Ot	her Insurance Info		Martin Touris Commis			
	olicy Number	Auto Liability	Motor Truck Cargo			
Р						
Ir	surance Carrier					
Ir L						



17.	Does risk engage in the generation of power, other than emergency back-up power, for their own
	use or sale to power companies?
	If yes, describe:

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:
ACENT NAME:	AGENT LICENSE NUM	RED.



## **AFCO**

Commercial Premium Finance Agreement - Promissory Note 5600 NORTH RIVER ROAD, SUITE 400, ROSEMONT, IL 60018-5187

Page 1 of 2

				1EL. NO. 87	7-701-1212				rage 1012	
,	Agent (Name and Address)				NEW-AGT Insured (Name and Address as shown on the policy)					
CLEAR WATER INSURANCE, LLC				BETHESDA MEDICAL TRANSPORTATION LLC						
2650 OLD MIND	EN ROAD				9945 VOYAGI	ER W.	AY			
DOSSIER CITY I A 71112				CINCIN DIATE OF ACCES						
BOSSIER CITY, LA 71112 (318) 744-4178				CINCINNATI, OH 45252   () -						
A) Total Premiur	ns	B) Do	own Payment	C) Amount	Financed	D) Fi	inance Charg	e	E) Total Payments	
	\$ 1,546.17		\$ 517.7	79	\$ 1,028.38			\$ 82.02	\$ 1,110.40	
F) Annual Percentage Rate No. of Payments			Amoun	Amount of Payments First Installme			ent Due	Installment Due Dates		
17.05%		10	(Monthly)		\$ 11	1.04	5/28/20	23	28th	
				SCHEDULE	OF POLICIES	<u> </u>				
Policy Prefix and Numbers	Effective D Policy/In	nst.	General or Po	olicy Issuing Age	l Name and Addre		Type of Coverage	Months Covered	Premium \$	
A.R.=N TBD AddCxlDays=0	4/28/202	23	SCOTTSDALE SUF Risk Placement Serv		ton		GL Taxes	12	1,288.00 83.17	
Audit=N Min Ernd=25.000			, 40503	rees, me. Zemig	,		Fees		175.00	
	TME=\$322.0	0								
ount due and un tect your legal r	der certain ights.	condi	tions to obtain a	partial refund	d of the service	char	ge. 4. Keep y	our copy	off in advance the full of this agreement to ODENDA THERETO.	
			ED REPRESENTATIV	<u> </u>		AGN	TITLE	D ANT AL	DATE	
	(-)				··- R REPRESENTA	ATION				
ified and is correct agreement. (C) agreement. (C) all your constructive bettedness of the befinanced by a cies subject to recipated premiums against the Insurement agreement this Agreeme	et. (B) The Ir To hold in truvely by any Insured. (D) ny other len trospective is to be earn ndard shorted. (I) All pre equisite to the int.	nsured ust for a party a There der. (E rating cled for rate or miums ne enfo	authorized this tra AFCO any payme and to pay the mo are not and will n ) The policies con or minimum earne the full term of the pro-rata table. (H shall be paid to the reeability of this A RE ANY EXCEPTI	ansaction, reconstruction, reconstruction, reconstruction as well as not be any other and premium are expolicies. (G) The insurer(s). (A) The insurer(s) the insurer(s) to the insurer (F) on the insurer (	egnizes the securedited to the Insusany unearned continuous programmes given agates included. The definition of the Insured can eng(s) in bankrupt J) No additional affico will rely up ABOVE STATEM of Prefix and Number 1981.	rity intured to the comminist the comminist the contraction of the con	terest assigned through or to be dissions to AFC the listed policients. (F) No are to r provisional the policies aceivership, or rity, acts, apprese represer TS, PLEASE I	ed herein and the undersection of the undersec	alle of Policies has been and has received a copy signed, directly or indirectly to satisfy the outstangle premiums are not and corting form policies, ms are not less than unearned premiums will be a determining whether to OW:	
			RANTS THAT IT ND IS HOLDING S							
						_				
ENT OR BROKE			GNATURE OF AC		KER		TITLE		DATE	
EA 4/0/05 0005	Afco Credit Corp	oration [(	02-80] QIV# 2332	2650A 1						

- (2) PROMISE OF PAYMENT: The Insured (i) requests that AFCO pay the premiums in the Schedule of Policies, less the Down Payment and any installments paid prior to acceptance of this Agreement and (ii) promises to pay to AFCO the amount stated in Block E above according to the payment schedule, subject to the remaining terms of 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.
- (3) 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.
- (4) 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 and (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. In the event of any such change, correction or insertion, AFCO will give the Insured written notice thereof.
- (5) REPRESENTATION OF SOLVENCY: The Insured represents that it is not insolvent or the subject of any insolvency proceeding.
- (6) 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. 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.
- (7) 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.
- (8) 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.
- (9) 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. For Arizona Insureds, interest will be calculated on a daily basis and each day shall count as 1/360th of a year.
- (10) AGREEMENT BECOMES A CONTRACT: This Agreement becomes a binding contract when AFCO mails the Insured its 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.
- (11) **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 (5 days in Wisconsin), the Insured will pay to AFCO a delinquency charge equal to the maximum charge permitted by law (5% of any delinquent installment, subject to a minimum default charge of \$1.00, in Wisconsin). If a check is dishonored, the Insured will pay a check processing fee not to exceed the lesser of \$25 or the amount permitted by law.
- (12) 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.
- (13) CANCELLATION CHARGES: If AFCO cancels any insurance policy in accordance with the terms of this agreement, then the Insured will pay AFCO a cancellation charge, if permitted, up to the limit specified by law (\$15.00 in Wisconsin).
- (14) 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. Any money AFCO receives from an insurance company shall be credited to the amount due AFCO with any surplus paid over to whomever is entitled to the money. No refund of less than \$1.00 shall be made. 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.
- (15) 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 (in Wisconsin, statutory attorneys' fees and statutory court costs).
- (16) REFUND CREDITS: The Insured will receive a refund of the finance charge if the account is voluntarily prepaid in full before the last installment due date as required or permitted by law (in Wisconsin, calculated according to the Rule of 78s) and AFCO may retain an additional non-refundable service charge of \$10.00. Any minimum or fully earned fees will be deducted as permitted by law.
- (17) 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.
- (18) NOT A CONDITION OF OBTAINING INSURANCE: This agreement is not required as a condition for obtaining insurance coverage.
- (19) 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.
- (20) 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.
- (21) 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.
- (22) 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 (4). The laws of the state indicated in the Insured's address as set forth herein will govern this agreement (for Wisconsin Insureds, Wisconsin). 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.
- (23) 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.