

BFA of NY
40 Commerce Place
Hicksville, NY 11801
Tel 516-931-1414 fax 516-827-4290

BINDING PROCEDURES

1. Please confirm quote given. If quote is over 30 days, we will need a resubmission.
2. Please have supplemental's signed and completed (IF APPLICABLE)
3. NEED TO BIND COVERAGE, PLEASE SEND VID FAX PRIOR TO MAILING
 - A. ACCORDS SIGNED
 - B. COPY OF BROKERS CHECK MADE PAYABLE TO BFA
 - C. WE CANNOT ACCEPT THE INSURED'S CHECK
 - D. DATES MUST BE CHANGED ON THE ACCORDS TO MATCH YOUR EFFECTIVE DATES
 - E. ANY CHANGES THAT NEED TO BE MADE ON THE APPL, MUST BE MADE BY YOU THE BROKER

SORRY WE CANNOT BACK DATE COVERAGE

4. Deposit or full payment must be in our office within 5 business days in order to guarantee the effective date

FINANCING IS NOT ALLOWED ON THESE POLICIES

If these procedures are not followed coverage will not be bound!



Mandatory Artisan Contractors Supplemental Application

Named Insured: _____

- A. Indicate type of operation by percentage of work (Should add to 100%)
- | | | | |
|-------------------------|----------------------|-------------------------|------------------------------|
| _____ Exterior Painting | _____ Drywall | _____ Interior Painting | _____ Electrical |
| _____ Carpentry | _____ Plumbing | _____ Doors & Windows | _____ Landscaping |
| _____ Cabinetry | _____ Flooring | _____ Mason:Flat Work | _____ Mason:Brick/Block work |
| _____ Other | Describe work: _____ | | |

B. Describe the percentage and nature of any operations in a commercial environment: _____

C. Number of residential snow plowing accounts _____ Number of commercial snowplowing accounts _____

D. Describe the percentage and nature of excavation work: _____

List machinery used: _____

F. Spray Painting: Residential interior _____% Residential exterior _____%
 Commercial interior _____% Commercial exterior _____%

G. Describe the percentage of roofing operations: _____% of new roofs _____% tear-off and re-roofs _____% repairs

H. Percentage of hardwood floor refinishing operations? _____%

I. Maximum Height exposure in stories or feet? _____

J. Number of full time employees (including owner) _____ Number of part-time employees _____

K. Percentage of work sub-contracted to others? _____% Are certificates of insurance obtained for each? Yes No

L. Percentage of out of state work (list each state and percentage): _____

M. Total Gross annual sales? \$ _____ Total annual payroll? \$ _____

N. Number of years in business under the current business name? _____

O. Prior insurance carrier name for the current business? _____

P. Describe any losses in the past three years under the current business name? _____

Q. Has insured conducted business under a **DIFFERENT** business name other than the one listed on this application in the last 3 years? _____

If yes, state name of business, prior carrier and is that business still active?

FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation. (New York)

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance 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. (PA only)

Telephone # _____

Cell Phone # _____

Applicant Signature _____

Date _____

UTICA FIRST INSURANCE COMPANY

XCNTR (1.0)

Exclusion of Injury to Employees, Contractors, and Employees of Contractors

This insurance does not apply to:

- (i) bodily injury to any employee of any insured, to any contractor hired or retained by or for any insured or to any employee of such contractor, if such claim for bodily injury arises out of and in the course of his/her employment or retention of such contractor by or for any insured, for which any insured may become liable in any capacity;
- (ii) any obligation of any insured to indemnify or contribute with another because of damage arising out of the bodily injury; or
- (iii) bodily injury sustained by the spouse, child, parent, brother or sister of an employee of any insured, or of a contractor, or of an employee of a contractor of any insured as a consequence of bodily injury to such employee, contractor, or employee of such contractor, arising out of and in the course of such employment or retention by or for any insured.

This exclusion applies to all claims and suits by any person or organization for damages because of such bodily injury, including damages for care and loss of services.

This exclusion replaces Exclusion 8 in the Exclusions Section of the AP-100 policy form to which this endorsement is attached.

NAMED INSURED: _____

NAMED INSURED (printed) _____

Date _____

Utica First Artisan Exclusions

I have been advised that the following will be excluded from my policy and if I do any of this work my policy will be cancelled automatically

No Roofing

No tree removal, no spraying, no back hoe

No alarm work

No sprinklers

No snow plowing

No jackhammer

NO Stump grinding

NO excavation

NO Hard wood flooring

Acknowledged by, _____

Named Insured (printed) _____

Email address _____

BFA of NY, INC
40 Commerce Place
Hicksville, NY 11801

Date _____

Insured's Name _____

Contact Phone Number _____

I understand that I am paying a \$100.00 service fee to BFA of NY, Inc. that is non-refundable. I understand that if my policy is cancelled for any reason, this service fee will not be returned.

I will comply with the Phone interview, and if my policy cancels for non compliance of the interview I am taking that chance of Utica First not rewriting my policy.

I understand that an Exclusion that is part of my policy is Exclusion of Injury of Employees, Contractors, and Employees to Contractors (XCNTR (1.0))

Forms applicable are subject in all respects to the Terms, Conditions, Exclusion and limitations of the policy(ies) or Certificate(s) in current use by the company unless otherwise specified.

X _____
Named Insured Signature

X _____
Named insured Printed name

X _____
Email address

Insurance Company: Utica First Insurance Company

Policy Number:

Named Insured:

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, 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. See the next page for a further description of an act of terrorism as provided under the Act.

SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE

You may accept or reject this offer of coverage. If you choose to accept this coverage, the premium for this coverage is payable according to the terms of your billing notice. You may reject this offer by completing and signing the enclosed statement and returning it to us. If you send us a signed rejection of coverage, your policy will exclude coverage for certified terrorism losses.

Insurers should include the following premium statement in a Notice prepared for policies that are subject to Standard Fire Policy statutes with respect to losses resulting from terrorism:

In the state of _____ a terrorism exclusion makes an exception for fire losses resulting from an act of terrorism. Accordingly, if you reject the offer of terrorism coverage as provided under the program, that rejection is not applicable to fire losses resulting from an act of terrorism. In this state, the coverage in your policy for such fire losses will continue. The premium for such fire coverage is stated below. This premium is due whether or not you reject the offer described above for terrorism coverage.

One of the following premiums is due:

If you accept this offer, the premium for terrorism coverage is \$ _____
If you reject this offer, the premium for terrorism (fire only) coverage is \$ _____-0-_____

_____ I accept this offer of terrorism coverage and acknowledge that I have been notified that under the Terrorism Risk Insurance Act, as amended, any covered losses resulting from certified acts of terrorism under my policy will be partially reimbursed by the United States and I have been notified of the amount of my premium attributable to such coverage.

_____ I hereby reject this offer of terrorism coverage. I understand that an exclusion of certified terrorism losses will be made part of this policy. I also acknowledge that I have been notified that under the Terrorism Risk Insurance Act, as amended, any covered fire losses resulting from certified acts of terrorism under my policy will be partially reimbursed by the United States and I have been notified of the amount of my premium attributable to such coverage.

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 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 pays 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium shown above does not include any charges for the portion of loss 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.

Policyholder's Signature: _____

Date: _____

Print Name

The following excerpt from the Act is provided for your information:

According to Section 102(1) of the Terrorism Risk Insurance Act, as amended, "The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States --- (i) to be an act of terrorism; (ii) to be a violent act or an act that is dangerous to (I) human life; (II) property; or (III) infrastructure; (iii) to have resulted in damage within the United States, or outside the United States in the case of (i) an air carrier or vessel described in paragraph (5)(B); or (II) the premises of a United States mission; and (iv) 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." Section 102(1)(B) states, "No act shall be certified by the Secretary as an act of terrorism if (i) the act is committed as part of the course of war declared by the Congress, except that this clause shall not apply with respect to any coverage for workers' compensation; or (ii) property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000." Section 102(1)(C) and (D) specify that the determinations are final and not subject to judicial review and that the Secretary of the Treasury cannot delegate the determination to anyone.