ADMITTED ARTISAN

CONTRACTOR PROGRAM

**APPLICATION**

| | |
|---|---|
| Submission Number: | QAA03970764 |
| Submission Type: | ☒ New ☐ Renewal ☐ Conversion |

**BROKER INFORMATION**

| | |
|---|---|
| Agency Code: | ZI012 |
| Agency Name: | First Insurance Solutions |
| Address: | 6161 Savoy Drive Ste 824 |
| City/State/Zip: | Houston, TX 77036 |
| Contact Person: | Atefeh Khorrami |
| Phone: | 281-822-3000 |
| Fax: | 281-822-3003 |
| Contact Email: | ak@thefirstinsurance.com |

Proposed Effective Date 6/15/2017

Expiration Date of Current GL Policy _____

**GENERAL INFORMATION**

☒ Individual ☐ Corporation ☐ Limited Liability Company ☐ Joint Venture ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership ☐ Trust

| | | | | | | |
|---|---|---|---|---|---|---|
| Applicant | Scott Davis, DBA: Davis Construction Co | | | | | |
| Location of Premises | 22714 Stratford House Ln | | | | | |
| City | Katy | | State | TX | Zip Code | 77449 |
| Mailing Address | 22714 Stratford House Ln | | | | | |
| City | Katy | | State | TX | Zip Code | 77449 |
| Phone | (281)841-9334 | Inspection Contact | Scott Davis | | Inspection Phone | (281)841-9334 |

The pricing shown below is valid until 7/15/2017

| | General Liability |
|---|---|
| Occurrence Form (CG 00 01 12/07) Without Sunset | $1,947 |

Broker Fee: $ _____ Total Premium and All Fees: $ _____

**This is not a final quote, nor is it an offer of insurance.** *Pricing is based only upon the rating information your agent has provided and may be subject to change due to additional rating variables. In addition, this is not a policy, but merely a general description of coverages available. Refer to actual policy for full coverage details including exclusions and limitations. Your policy will contain all of the terms and conditions applicable in the event of a loss or claim.* **Acceptability of this risk is dependent upon company underwriting review and will be subject to an engineering & safety services survey, including compliance with recommendations made.**

**Issuing Carrier:** Security National Insurance Company

**Special Conditions:**

- ☒ No New Residential Construction Work Prior to Certificate of Occupancy is Allowed. Premium Credit is Applied.
- ☐ Prior Completed Work Exclusion Has Been Amended or Removed
- ☐ Washington - Commission Paid to the Producer is 15% of Premium
- ☒ Texas - Prior Completed Work Exclusion Will be Attached to the Issued Policy
- ☐ Terrorism Coverage Accepted
- ☐ Multi-policy Credit is Applied

## UNDERWRITING INFORMATION

Description of Operations: General Contractor - Commercial - 50% remodeling and 50% new

| | | | | Structure Type | | Construction Type | |
|---|---|---|---|---|---|---|---|
| | | | | Residential | 0 | New Construction | 25 |
| License Number | | Years in Business | 0 | Industrial | 0 | Service/Repair | 25 |
| Annual Gross Rcpts | $100,000 | Years of Experience | 5 | Commercial | 100 | | |
| Subcontractor Costs | $0 | Owners | 1 | | | | |
| | | | | | **100%** | | **100%** |

## BUSINESS EXPERIENCE/INSURANCE HISTORY

- ☒ New In Business
- ☐ Operating Business Without Prior Insurance
- ☐ 1-59 Days Without General Liability Coverage
- ☐ 60+ Days Without General Liability Coverage
- ☐ 1 Year In Business With No Lapse In GL & No Losses
- ☐ 2 Years In Business With No Lapse In GL & No Losses
- ☐ 3 Years In Business With No Lapse In GL & No Losses
- ☐ 4+ Years In Business With No Lapse In GL & No Losses
- ☐ Other – Claim In The Past Year

## INSURANCE HISTORY

| Policy Term | No Coverage | Insurance Company Name |
|---|---|---|
| 2016 - 2017 | | |

## GENERAL LIABILITY LIMITS AND PAYROLL INFORMATION

General Liability Limits : $1,000,000/2,000,000/2,000,000
$ 100,000 Fire Damage Liability
$ 5,000 Medical Payments
$1,000 PD/BI Per Claim Deductible

| CLASSIFICATION SCHEDULE | CLASS CODE | PAYROLL |
|---|---|---|
| Carpentry - Commercial | 91342 | $60,000 |

## OPTIONAL COVERAGES

- [x] No New Residential Construction Work Prior to Certificate of Occupancy is Allowed. Premium Credit is Applied.
- [ ] Per Project Aggregate (fully earned)
- [ ] Employee Benefits Liability (fully earned)
- [ ] Prior Completed Work Exclusion Has Been Amended or Removed
- [x] Faulty Workmanship Coverage (Contractors Errors and Omissions) Not Available in WA
  ($500 Deductible / $10,000 Limit) (Premium is fully earned)
- [ ] 49-0116 Scheduled Additional Insured Endorsement (fully earned)
- [ ] Remove Earth Movement Exclusion 49-0100 (Subsidence)
- [ ] Washington Stop Gap - Employers Liability Coverage Endorsement Insurance: $1,000,000 Limit (fully earned)
- [ ] Action Over (Amendment – Employers Liability Exclusion) Buy Back (49-0103) Not Available in WA
- [ ] 49-0117 Limitation of Coverage to Business Description

## ELIGIBILITY QUESTIONS

**Common Eligibility Questions** – Note: The following questions apply to work done in any capacity (i.e. as an artisan contractor, site work contractor, or supplier)

| | |
|---|---|
| 1. Is the applicant currently performing any work involving new residential properties prior to the certificate of occupancy or does the applicant plan to in the future? | No |
| 2. Does the applicant have at least 2 years of construction experience in the field of their current business/trade? | Yes |
| 3. Are annual gross receipts over $1,500,000 in any of the past 2 years? | No |
| 4. Does the applicant have any current or planned residential jobs where the applicant's contract value (including changes) is greater than $750,000? | No |
| 5. In the past three (3) years, has the applicant worked on a job where the applicant's contract value (including changes) was greater than $750,000? Note: Prior Work Buy Back is not available for applicants with prior jobs over $750,000. | No |
| 6. Has the applicant had more than two (2) losses or more than $20,000 total paid for losses in the past 4 years? | No |
| 7. Does the applicant require all subcontractors (if used) to name their company as an additional insured AND does the insured require and maintain proof of general liability and workers compensation insurance of subcontractors? | Yes |
| 8. Has the applicant completed any work involving, related to, or about the premises of APARTMENT CONVERSIONS (to condominiums/townhomes/timeshares) or Construction work involving CONDOMINIUMS, TOWN HOMES OR TIME SHARES in the past 10 years or does the applicant plan to in the future? | No |
| 9. In the past 4 years has the applicant performed or completed or is the applicant currently performing any work, prior to the certificate of occupancy, involving, related to, or about the premises of New Homes in TRACTS OR SUBDIVISIONS OF MORE THAN TEN (10) HOMES (including all phases) or are there plans to do so in the future? | No |
| 10. In the past 2 years has the applicant built or is the applicant currently building any structures as a GENERAL CONTRACTOR (ground up construction) or DEVELOPER, or performed work as a CONSTRUCTION MANAGER or PROJECT MANAGER or are there plans to do so in the next year? | No |
| 11. Does work covered under "wrap-up" or OCIP policies comprise more than 15% of the applicant's current or planned jobs? | No |
| 12. In the past 5 years has the applicant performed any repair or remediation of fire damage, water damage, mold damage or termite damage as the General Contractor or are there plans to do so in the next year? | No |
| 13. Has the applicant performed work related to: railroads, gas stations, refineries, chemical plants, airports, public utilities, medical facilities, nursing homes, senior housing, military housing or student dormitories or are there plans to do so in the future? | No |
| 14. Does the applicant own vacant land, real estate development property or model homes? | No |
| 15. Has the applicant had any bankruptcies or tax or credit liens within the last 5 years? | No |
| 16. Has any policy or coverage being applied for been declined/non-renewed, or cancelled for non-payment within the last 3 years? | No |
| 17. Have there been losses, claims or "legal actions" (lawsuits, mediations, arbitrations) against the applicant in the past 4 years or are there any pending against them now? If yes, please provide detailed description. | No |
| 18. Has the applicant had any CONSTRUCTION DEFECT claims and/or "legal actions" (lawsuits, mediations, arbitrations)? | No |

| **Common Eligibility Questions** (cont.) – Note: The following questions apply to work done in any capacity (i.e. as an artisan contractor, site work contractor, or supplier | |
|---|---|
| 19. Does the applicant do any work outside of the state he/she is domiciled in? | No |
| 20. Is the applicant a subsidiary or affiliate of another entity or does the applicant have any subsidiaries or affiliates? | No |
| 21. In the past 4 years, has the applicant performed or completed or is the applicant currently performing any work involving, related to or about the premises of NEW MOBILE HOME PARKS CONTAINING MORE THAN TEN SPACES (Including all phases) or are there plans to do so in the future? | No |
| | |
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| | |

| **Trade Specific Eligibility Questions** – Answer "No" if you have not performed, supervised, or subcontracted the following activities in the past 10 years. Answer "Yes" if you have or will perform, supervise, or subcontract the following activities<br>**Classification:** Carpentry - Commercial | |
|---|---|
| 1. Any residential framing as a subcontractor? | No |
| 2. Any exterior work over 3 stories? | No |
| 3. Hillside construction (with slope of greater than 20 degrees)? | No |
| 4. Solar energy panels? | No |
| 5. Roofing performed by applicant (not subcontracted)? | No |
| 6. Work on LPG gas lines, or pumps? | No |
| 7. Environmental clean up? | No |
| 8. Playground equipment/bleacher work? | No |
| 9. Waterproofing? | No |
| 10. Fire suppression/alarm work? | No |
| 11. Rental of equipment to others? | No |
| 12. Demolition (structural) of a residence or commercial building? | No |
| 13. Underpinning or shoring? | No |
| 14. Retaining walls greater than 6 feet tall? | No |
| 15. Work more than 12 feet below grade? | No |

| **Trade Specific Eligibility Questions** (cont.) – Answer "No" if you have not performed, supervised, or subcontracted the following activities in the past 10 years. Answer "Yes" if you have or will perform, supervise, or subcontract the following activities. | |
|---|---|
| 16. Foundation work or repairs? | No |
| 17. Seismic retrofitting other than shear walls or foundation bolting or does work constitute more than 20% of total operations? | No |
| 18. EIFS work? | No |
| 19. Window installation or Repair not done in conjunction with an overall remodeling job? | No |
| 20. Any fabrication or manufacturing of items not installed by the applicant? | No |
| 21. Installation of Security Bars on Doors or Windows? | No |
| | |
| | |
| | |

## ADDITIONAL UNDERWRITING INFORMATION

| PREMIUM BREAKDOWN | |
|---|---|
| Occurrence Form (CG 00 01 12/07) | Without Sunset |
| General Liability Premium | $1,767.00 |
| Faulty Workmanship Coverage (Contractors Errors and Omissions) (Premium is fully earned) | $30.00 |
| Total General Liability Premium | $1,797.00 |
| Policy Fee GL (fully earned at binding)* | $150.00 |
| Total General Liability Policy | $1,947.00 |
| Grand Total With All Premium and Fees | $1,947.00 |

All Business is placed through Builders & Tradesmen's Insurance Services, Inc.
6610 Sierra College Blvd., Rocklin, CA 95677
916.772.9200 phone 916.772.9292 fax (CDI# 0D10271)

LOSS WARRANTY

Scott Davis, DBA: Davis Construction Co is requesting General Liability coverage from AmTrust North America (herein after collectively referred to as "Company").

**WARRANTY**

This letter is submitted in connection with the Application of the above captioned Proposed Named Insured for the proposed insurance described above. It is understood and agreed that Company has relied upon this letter as being accurate and complete, and such letter is material to the risk assumed by Company in connection with its underwriting and decision to bind coverage for the proposed Insured.

The undersigned hereby warrant and represent that they have made an inquiry of the proposed Insured, and that, as of the date this application is executed, they have no knowledge or information of any claim, fact, proceeding, circumstance, act, error or omission which has already given rise or might possibly be expected to give rise to a "Claim" (as defined below) within the meaning of the proposed insurance, against any Insured in the past or future, except for such claims, facts, proceedings, circumstances, acts, errors or omissions, if any, which have been disclosed on the attached application, regardless of the resolution of such.

On behalf of the proposed Insured, the undersigned acknowledges and agrees that no coverage shall be afforded under the proposed insurance with respect to any "Claim" arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any claim, fact, proceeding, circumstance, act, error or omission which the proposed Insured had any reason to expect prior to the inception of the captioned policy period might give rise to a "Claim" against any Insured in the future.

In addition, the undersigned understands and accepts the provision that (a) coverage may be denied for any "Claim", (b) the Policy may be cancelled or rescinded and/or (c) the Insured may not be offered renewal terms should it be determined by Company that the Insured violated the representations and warranties contained in this Warranty in any way.

"Claim" means a request or demand for money or services because of bodily injury, property damage, personal injury or advertising injury, received by or known by the Proposed Named Insured, including, but not limited to, the service of civil proceedings, institution of arbitration, or any other alternative dispute resolution proceeding.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT OF 2002

**A. Disclosure Of Premium**

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

**B. Disclosure Of Federal Participation In Payment Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds $100 billion.

**C. Cap On Insurer Participation In Payment Of Terrorism Losses**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

## APPLICANT / BROKER SIGNATURES

**WARNING**:

State law requires complete and truthful information by an applicant for insurance. That includes providing any information that would be material to your business organization. Your failure to provide truthful answers and all material information can result in the insurance company electing to rescind your policy. This means they will not be responsible for any claims which are presented. To avoid such a situation, answer all of the foregoing questions truthfully and completely.

I Have Read And Understood All Of The Questions Asked And Have Provided All Information Required.

SIGN HERE

| | Scott Davis | |
|---|---|---|
| **Signature of Applicant *** | **Printed Name of Applicant** | **Date** |

**Must be owner, executive officer, or partner*

I Have Read And Explained All Of The Questions Asked And Have Provided All Information Required.

SIGN HERE

| | Atefeh Khorrami | |
|---|---|---|
| **Signature of Producer** | **Printed Name of Producer** | **Date** |