

Fulmont Mutual Insurance Company  
PO Box 487  
Johnstown, New York 12095-0487

I

**SIGNATURE PAGE**

Name: \_\_\_\_\_

QUOTE #: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

**\*\*\*PLEASE INCLUDE EFFECTIVE DATE & FORM\*\*\* FORM: CIRCLE TYPE OF POLICY YOU ARE WRITING.**  
**CHECK FORM THAT APPLIES-**

BOP:  STANDARD BOP

COMMERCIAL /SMP:  SF1

We have e-mailed you the above application. We are also attaching the following items and sending them either by mail or fax.

**PLEASE COMPLETE ALL APPLICABLE SECTIONS**

1.  Full Payment \$ \_\_\_\_\_ By Premium Finance Agreement.
2.  Signature page must be signed and dated.

**FAIR CREDIT REPORTING ACT NOTICE**

A Consumer Report may be requested by the insurer to which this application is assigned. Subsequent consumer reports may be requested in connection with an update, or renewal or extension of the insurance for which this application is made. The applicant, upon request, will be informed whether or not a consumer report was requested and if such report was requested, informed of the name and address of the consumer reporting agency that furnished the report.

**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 (\$5,000.) and the stated value of the claim for each such violation.

Applicants Signature \_\_\_\_\_ DATE: \_\_\_\_\_

Agency Name & Number \_\_\_\_\_



### DISCLOSURE NOTICE Terrorism Insurance Provisions

This disclosure notice provides information on the Terrorism Risk Insurance Act, as amended in 2007 (the Act). You should review your policy carefully. Conflicts between this disclosure notice and the policy shall be resolved by the terms of your policy.

You are notified that under the Terrorism Risk Insurance Act, as amended, you have the right to purchase insurance coverage for losses resulting from acts of terrorism, as defined under Section 102 (1) of the Act: 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—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85 % OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS 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.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$ \_\_\_\_\_ and does not include any charges for the portion of losses covered by the United States government under the act.

Any coverage provided by your policy in compliance with the Terrorism Risk Insurance Act, as amended, is limited by the terms, conditions, limits, exclusions and other provisions of your policy.

I ACKNOWLEDGE THAT I HAVE BEEN NOTIFIED THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, THAT ANY LOSSES CAUSED BY A CERTIFIED ACT OF TERRORISM UNDER MY POLICY COVERAGE MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES, MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE MY COVERAGE AND I HAVE BEEN NOTIFIED OF THE PORTION OF MY PREMIUM ATTRIBUTABLE TO SUCH COVERAGE.

I ACKNOWLEDGE THAT I HAVE THE RIGHT TO REJECT THE OFFER OF COVERAGE UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED. BY ELECTING TO DO SO, AS INDICATED BELOW, I UNDERSTAND THAT I AM NOT REQUIRED TO PAY THE ADDITIONAL PREMIUM QUOTED. I UNDERSTAND THAT BY REJECTING THE OFFER OF TERRORISM COVERAGE, I WILL NOT BE COMPENSATED BY THE UNITED STATES OR BY THIS POLICY, FOR LOSSES ATTRIBUTABLE TO CERTIFIED ACTS OF TERRORISM.

NO TERRORISM EXCLUSION OR LIMITATION IS PERMITTED TO THE EXTENT THAT COVERAGE IS OTHERWISE REQUIRED UNDER THE NEW YORK INSURANCE LAW.

\_\_\_\_ ACCEPTANCE OF TERMS

\_\_\_\_\_  
Policy holder/ Applicant's Signature

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

Name of Insurer: \_\_\_\_\_  
Policy Number: \_\_\_\_\_

TERR-DISC

\_\_\_\_ REJECTION OF TERMS

\_\_\_\_\_  
Policy holder/ Applicant's Signature

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_