



Insurance Application

3350159

0025325992P1



Applicant

Pascal Burke Insurance Brokerage Inc.
Pascal Burke
2102 Business Center Drive Suite 280 Irvine, CA 92612
(877) 893-7629
[email: insure@pbibinc.com](mailto:insure@pbibinc.com)



General Liability Application ID: 3350159

Date	Insured Information	Quote Information
11/25/2024	All Bright LLC Juan Avila 2595 South Riptide Avenue, Meridian, ID 83642 (208) 602-9341 email: allbrightconstruction@outlook.com	General Liability Third Coast Insurance Company Manuscript Occurrence Desired Coverage Dates: 11/25/2024 - 11/25/2025

APPLICANT INFORMATION

Mailing Address: 2595 South Riptide Avenue, Meridian, ID 83642
FEIN: N/A
Entity of Company: LLC
Contractor's License Number: RCE-49255
Contractor's License Type: General Contractor
Years in Business: 13
Years of experience in the Trades for which you are applying for insurance: 20
States in which you do business that for which you are currently applying for insurance: Idaho
Will any of your work be performed in the 5 boroughs: No
Are there any other business names which you have used in the past or are currently using in addition to that for which you're currently applying for insurance? No
Payment Option Details: 3rd Party Finance

GENERAL LIABILITY COVERAGES

Aggregate:	\$2,000,000
Occurrence:	\$1,000,000
Products/Completed Operations:	\$1,000,000
Personal/Advertising Injury:	\$1,000,000
Fire Legal:	\$50,000
Med Pay:	\$5,000
Self-Insured Retention:	\$2,500

CLASS CODE	GROSS RECEIPTS
General Contractor (Remodel Residential)	\$90,000
General Contractor (Remodel Commercial)	\$10,000



CURRENT EXPOSURES

Estimated Total Gross Receipts: **\$100,000**
Estimated Sub Contracting Costs: **\$0**
Estimated Material Costs: **\$0**
Estimated Total Payroll: **30k-50k**
Number of Field Employees*: Owner + **2**
* For purposes of this application, "Employee" is defined as an individual working for you (the applicant), which receives a W-2 tax form or you withhold & pay employment related taxes for that individual.

WORK PERFORMED

Complete Descriptions of operations that for which you are currently applying for insurance:
Repair and remodel of commercial buildings and Repair/remodel/additions to residential structures.
Percentage of Residential work performed: **90%**
Percentage of Commercial work performed: **10%**
Percentage of New (Ground Up) work performed: **0%**
Percentage of Remodel/Service/Repair work performed: **100%**
Maximum # of Interior Stories: **2**
Maximum # of Exterior Stories: **2**
Maximum Exterior Depth Below Grade in Feet: **0**
Will you perform OCIP (Wrap-up) work: Yes **No**
If "Yes", what are the estimated receipts for work covered separately under OCIP/Wrap-up:
Estimated Receipts for non-Wrap/OCIP:
Number of losses in the last 5 years: **0**

WORK EXPERIENCE

Will you or do you perform or subcontract any work involving the following: blasting operations, hazardous waste, asbestos, mold, PCBs, oil fields, dams/levees, bridges, quarries, railroads, earthquake retrofitting, fuel tanks, pipelines, or foundation repair?	Yes	<u>No</u>
If "Yes", please explain:		
Will you or do you perform or subcontract any work involving the following: medical facilities (including new construction), hospitals (including new construction), churches or other house of worship, museums, historic buildings, airports, schools/playgrounds/recreational facilities (including new construction)?	Yes	<u>No</u>
If "Yes", please explain:		
Will you perform structural work?	<u>Yes</u>	No
Will you perform work in new tract home developments of 25 or more units?	Yes	<u>No</u>
If "Yes", please explain:		
Will any of your work involve the construction of or be for new condominiums/townhouses/multi-unit residences?:	Yes	<u>No</u>
Will you perform repair only for individual unit owners of condominiums/townhouses/multi-unit residences?:	Yes	<u>No</u>



3350159

0025325992P3



Applicant

WORK EXPERIENCE - CONT.

Will you perform or subcontract any roofing operations, work on the roof or deck work on roofs?	Yes	<u>No</u>
If "Yes", please explain:		
Does your company perform any waterproofing?	Yes	<u>No</u>
If "Yes", please explain:		
Do you use motorized or heavy equipment in any of your operations?	Yes	<u>No</u>
If "Yes", please explain:		
Will you perform work (new/remodel) on single family residences, in which the dwelling exceeds 5,000 square feet?	Yes	<u>No</u>
If "Yes", please explain:		
What percentage of your work will be on homes over 5,000 square feet:		
Will you perform work on commercial buildings over 20,000 square feet?	Yes	<u>No</u>
If "Yes", please explain:		
What percentage of your work will be on commercial buildings over 20,000 square feet:		
Has any licensing authority taken any action against you, your company or any affiliates?	Yes	<u>No</u>
If "Yes", please explain:		
Have you allowed or will you allow your license to be used by any other contractor?	Yes	<u>No</u>
If "Yes", please explain:		
Has the applicant or business owner ever had any judgements or liens filed against them or filed for bankruptcy?	Yes	<u>No</u>
If "Yes", please explain:		
Has any lawsuit ever been filed or any claim otherwise been made against your company (including any partnership or any joint venture of which you have been a member of, any of your company's predecessors, or any person, company or entities on whose behalf your company has assumed liability)? (For the purposes of this application, a claim means a receipt of a demand for money, services or arbitration.)	Yes	<u>No</u>
If "Yes", please explain:		
Is your company aware of any facts, circumstances, incidents, situations, damages or accidents (including but not limited to: faulty or defective workmanship, product failure, construction dispute, property damage or construction worker injury) that a reasonably prudent person might expect to give rise to a claim or lawsuit, whether valid or not, which might directly or indirectly involve the company? (For the purposes of this application, a claim means a receipt of a demand for money, services or arbitration.)	Yes	<u>No</u>
If "Yes", please explain:		



Insurance Application

3350159

0025325992P4


Applicant

WRITTEN CONTRACT

Do you have a written contract for all work you perform?	<u>Yes</u>	No
If "Yes", answer the following questions:		
Does the contract identify a start date for the work?	<u>Yes</u>	No
If "No", please explain:		
Does the contract identify a precise scope of work?	<u>Yes</u>	No
If "No", please explain:		
Does the contract identify all subcontracted trades (if any)?	<u>Yes</u>	No
If "No", please explain:		
Does the contract provide a set price?	<u>Yes</u>	No
If "No", please explain:		
Is the contract signed by all parties to the contract?	<u>Yes</u>	No
If "No", please explain:		
Do you subcontract work?	Yes	<u>No</u>
If "Yes", answer the following questions:		
Do you always collect certificates of insurance from subcontractors?	Yes	<u>No</u>
If "No", please explain: I do not use subcontractors.		
Do you require subcontractors to have insurance limits equal to your own?	Yes	<u>No</u>
If "No", please explain: I do not use subcontractors.		
Do you always require subcontractors to name you as additional insured?	Yes	<u>No</u>
If "No", please explain: I do not use subcontractors.		
Do you have a standard formal agreement with subcontractors?	Yes	<u>No</u>
If "No", please explain: I do not use subcontractors.		
If "Yes", does it have a hold harmless/indemnification agreement in your favor?		<u>N/A</u>
If "No", please explain:		
Do you require subcontractors to carry Worker's Compensation?	Yes	<u>No</u>
If "No", please explain: I do not use subcontractors.		

POLICY ENDORSEMENTS

General Contractor Limitation of Roofing Operations Exclusion For Remodeling Work
Blanket AI + PW + WOS

NOTICE

This is a quotation only. No coverage is in effect until an application is approved and policy binder is received. This policy is issued by your insurance company. Nothing is bound until final underwriting approval. Your insurance company may not be subject to all of the insurance laws and regulations of your state. State insurance insolvency guaranty funds may not be available. Therefore please consult with your insurance agent for further information.

Please note that your policy is subject to audit. Audits are routinely performed and specifically provided for in the policy. The initial premium is regarded as a deposit premium only since the underwriters are relying on the accuracy of the information provided by the insured. This includes the estimated gross receipts. Thus, the audit is necessary to verify the financial information provided since the premium is based upon these representations. Third Coast Insurance Company policies are audited by Zoom Professional Services. Zoom is the authorized representative in regard to your policy audit. We appreciate your anticipated cooperation.

Initial _____

POLICY EXCLUSIONS

Section I – Coverages, Coverage A – Bodily Injury and Property Damage Liability. Expected or Intended Injury; Action Over; Worker's Compensation and Similar Laws; Aircraft, Auto or Watercraft; Mobile Equipment; Drywall Manufactured in China; Exterior Insulation and Finish Systems ("EIFS"); Assault and Battery; Professional Services; Damage to Property; Damage to Your Product; Damage to Your Work; Damage to Impaired Property or Property Not Physically Injured; Recall of Products; Work or Impaired Property; Personal and Advertising Injury; Subsidence, Movement, or Vibration of Land; School or Recreational Facility; Deleterious Substances; Open Structure "Water" Damage; Heating Devices; Explosives; Communicable Disease; Abuse or Molestation; Prior Work and Prior Products; Wrap Up. Common Policy Exclusions: Past Work or Construction Projects; Buildings and Structures Exceeding Three Stories; Water or Fire Damage Liability; Hospital, Medical or Care Facilities; Physical or Mental Disability or Impairment; Material Misrepresentation; Overspray; House/Structure Raising; Fall from Heights; Animals; Independent Contractors/Subcontractors Sublimit; Airports; House of Worship; Underground Utility Location; Fire Suppression Systems; Collapse; Injury or Damage to Day Laborers; Undisclosed Waterproofing Operations; Abandoned Work; Urethane or Spray Roofing; Museums and Historic Buildings and Structures; Tract Home Project. **Coverage B – Personal and Advertising Injury:** Knowing Violation of Rights of Another; Material Published with Knowledge of Falsity; Material Published Prior to Policy Period; Insureds in Media and Internet Type Business; Electronic Chat Rooms, Bulletin Boards, or Social Media; Unauthorized Use of Another's Name or Product; "Bodily Injury" and "Property Damage" ; Quality or Performance of Goods – Failure to Conform to Statements; Wrong Description of Prices; Infringement of Copyright, Patent, Trademark or Trade Secret; Expected or Intended Injury or Damage; Common Policy Exclusions. **Coverage C – Medical Payments:** Any Insured; Hired Person; Injury on Normally Occupied Premises; Workers Compensation and Similar Laws; Athletic Activities; Products-Completed Operations Hazard, Coverage A and B Exclusions. **Section II. Common Policy Exclusions** Breach of Contract/Contractual Liability; Employer's Liability; Pollution; Residential Project/Structure Size Restriction Exclusion; Commercial or Mixed Use Building/Project Size Restriction Exclusion; Multi-Unit Structures; War or Terrorism; Employment Practices; Cross Suits; Fraudulent, Intentional, or Criminal Acts; Unlicensed Contractors; Non-Compliance with Safety Regulations; Prior Litigation; Prior Knowledge; Ongoing Operations; Unsolicited Communications; Punitive Damages, Fines or Penalties; Attorney, Expert, and Vendor Fees and Costs of Others; Classification Limitation Exclusion; Social and Entertainment Activities and Events; Force Majeure or Acts of God; Liquor Liability; State Specific Operations; Electronic Data; Mental Injury; Roofing Operations; Louisiana Operations; Slip and Fall, Underground Horizontal Drilling, Cyber.

Please refer to the policy for a complete list of exclusions. This list is subject to change and may differ from prior policy years.

* I have read and understand the policy exclusions identified above. Initial _____

3350159



0025325992P5



Applicant



Insurance Application

3350159



0025325992P6



APPLICATION AGREEMENT

The purpose of this application is to assist in the underwriting process information contained herein is specifically relied upon in determination of insurability. The no loss letter shall be the basis of any insurance that may be issued and will be a part of such policy. The undersigned, therefore, warrants that the information contained herein is true and accurate to the best of his/her knowledge, information and belief.

The undersigned Applicant warrants that the above statements and particulars, together with any attached or appended documents or materials ("this Application"), are true and complete and do not misrepresent, misstate or omit any material facts. The undersigned Applicant warrants that the representations and information supplied in each of the above sections entitled Applicant Information, Entity of Company, Additional Business Names, Description of Operations, Estimated Exposures, Previous Exposures, Work Experience and related information are specifically relied upon in the determination of insurability, are material to the risk to be insured, and will be a part of any policy issued. The undersigned Applicant understands that any misrepresentation or omission of any information in any part of this Application shall constitute grounds for immediate cancellation of coverage and denial of claims, if any. It is further understood that the applicant and or affiliated company is under a continuing obligation to immediately notify his/her underwriter through his/her broker of any material alteration of the information given. The Applicant agrees to notify the Company of any material changes in the answers to the questions on this Application which may arise prior to the effective date of any policy issued pursuant to this Application. The Applicant understands that any outstanding quotations may be modified or withdrawn based upon such changes at the sole discretion of the Company.

Notwithstanding any of the foregoing, the Applicant understands the Company is not obligated nor under any duty to issue a policy of insurance based upon this Application. The Applicant further understands that, if a policy is issued, this Application will be incorporated into and form a part of such policy and any false information provided on this application will result in the nullification of such policy. Furthermore, the Applicant authorizes the Company, as administrative and servicing manager, to make any investigation and inquiry in connection with the Application as it may deem necessary.

For your protection, this information is provided as required by applicable State and Federal law. Any person who knowingly presents false, fraudulent, misleading, incomplete or misleading facts or information or aids, abets, solicits, or conspires with any person to do so, for the purpose of obtaining insurance coverage, amending insurance coverage, seeking insurance benefits or to make a claim for the payment of a loss, is unlawful and is guilty of a crime and may be subject to fines and confinement in state or federal prison.

Initial _____

The applicant acknowledges that explanation of the terms, conditions and provisions of the policy of insurance, including but not limited to coverage being afforded, amendments, endorsements, exclusions and any other such information effecting the policy of insurance are provided solely by the applicant's agent, broker or producer and NOT the Company. The coverage type, nature, amounts and insurance needs of the applicant are the sole responsibility of the applicant and its agent/ broker or producer. The applicant understands the agent/ broker or producer has no authority to act on behalf of the insurance company.

Initial _____

Applicant acknowledges that this policy is subject to a self-insured retention. The total limit of liability as stated in the policy declarations shall apply in excess of the self-insured retention. The limits of insurance applicable to such coverages will not be reduced by the amount of such self-insured retention. This policy applies only to the amount excess of the self-insured retention. Complete satisfaction of the SIR by the applicant is a "condition precedent" to Company's duty to defend and/or indemnify. Please note that Company is not obligated to defend and/or indemnify the applicant until the SIR is paid in full. The self-insured retention shall remain applicable even if you file for bankruptcy, discontinues business or otherwise becomes unable to unwilling to pay the self-insured retention. The risk of insolvency is retained by you and is not transferrable. Please consult your policy for the full terms and conditions of the SIR.

Initial _____

If you are applying for a "claims made" policy then please note that policy provides coverage only for "claims made" and reported to the company in writing during the policy period. Thus there is NO retroactive coverage. Please consult your policy and or agent/broker for further information.

Initial _____

The coverage provided by your policy may also be subject to other limitations including, but not limited to, sublimits of liability and/or, per- project shared aggregate limits of liability. In addition, defense costs and claim expenses are included within the applicable limits of liability. This means that the limits of liability available to pay indemnity, settlements, judgments and "claim expenses" will be reduced, and may be exhausted, by payment of "claim expenses" including payment of any defense fees and costs. Please consult your policy and or agent/broker for further information.

Initial _____

Applicants must strictly comply with all applicable state and/or other governmental licensing requirements and regulations. Should an applicant's license become suspended, revoked or inactive at any time during the policy period, then NO coverage will be afforded under the policy.

Initial _____

* Deposit Premium & Fees are fully earned.

We will compute all premiums for this policy in accordance with our rules and rates. Premium shown in this policy as advance premium is a deposit premium only and is based upon the information provided by the applicant and or its agent. This information is subject to audit.

Please note that issuance of the policy includes membership in Preferred Contractors Association (PCA). For a complete list of benefits and information, visit the website at www.pcamembers.com

Signature of Applicant

Date

Title (Owner, Officer, Partner)

Signature of Producer (Agent or Broker)

THIRD COAST INSURANCE COMPANY

BUYBACK ACKNOWLEDGEMENT FORM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

THIRD COAST INSURANCE COMPANY

COMMERCIAL GENERAL LIABILITY POLICY

TERRORISM COVERAGE DISCLOSURE NOTICE

TERRORISM COVERAGE PROVIDED UNDER THIS POLICY

The Terrorism Risk Insurance Act of 2002 and amendments thereto (collectively referred to as the "Act") established a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. An act of terrorism is defined as any act 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 an air carrier or vessel 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.

In accordance with the Act we are required to offer you coverage for losses resulting from an act of terrorism **that is certified under the federal program** as an act of terrorism. The policy's other provisions will still apply to such an act. **This offer does not include coverage for incidents of nuclear, biological, chemical, or radiological terrorism which will be excluded from your policy.** Your decision is needed on this question: do you choose to pay the premium for terrorism coverage stated in this offer of coverage, or do you reject the offer of coverage and not pay the premium? You may accept or reject this offer.

If your policy provides commercial property coverage, in certain states, statutes or regulations may require coverage for fire following an act of terrorism. In those states, if terrorism results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to Legal Liability coverage forms or Leasehold Interest coverage forms.

Your premium will include the additional premium for terrorism as stated in the section of this Notice titled DISCLOSURE OF PREMIUM.

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

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 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.**

DISCLOSURE OF CAP ON ANNUAL LIABILITY

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.

Acknowledgment

3350159



0025325993P1



Applicant



THIRD COAST INSURANCE COMPANY

DISCLOSURE OF PREMIUM

Your premium for terrorism coverage is: \$197.16

Premium charged is for the policy period up to your policy expiration.

(This charge/amount is applied to obtain the final premium.)

You may choose to reject the offer by signing the statement below and returning it to us. Your policy will be changed to exclude the described coverage. If you chose to accept this offer, this form does not have to be returned.

REJECTION STATEMENT

I hereby decline to purchase coverage for certified acts of terrorism. I understand that an exclusion of certain terrorism losses will be made part of this policy.

Member/Insured: All Bright LLC

Member/Insured Signature: _____ Date: _____

Printed Name/Title: _____

Acknowledgment





THIRD COAST INSURANCE COMPANY

BUYBACK ACKNOWLEDGEMENT FORM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

THIRD COAST INSURANCE COMPANY

COMMERCIAL GENERAL LIABILITY POLICY

GENERAL CONTRACTOR LIMITATION OF ROOFING OPERATIONS EXCLUSION

FOR REMODELING WORK AND SUBLIMIT (\$25,000)

This endorsement modifies insurance provided under the Policy:

As of the date and time listed below, in consideration of additional premium it is acknowledged and agreed that the "Roofing Operations" Exclusion (Section II - Common Policy Exclusions - Exclusion "z") which reads as follows:

z. Roofing Operations

"Bodily injury", "property damage" or "personal and advertising injury" caused by, arising out of, or resulting from, in whole or in part, any roofing operations performed by or on behalf of any insured. As used in this exclusion, "roofing operations" includes all work and services performed on or in connection with any roof or covering of any structure or structures, and/or products provided in connection with any roof or covering of any structure.

Is hereby amended by adding the following provision thereto:

Notwithstanding the foregoing, this policy will extend coverage for liability for "bodily injury" or "property damage" within the above-cited exclusion for "Roofing Operations" provided that (1) the Named Insured is classified as and acted as the general contractor, and (2) the subject project was limited to the remodel of an existing residence or a room addition. Satisfaction of these conditions is a condition precedent to the coverage extended by this endorsement.

Such coverage as may be provided hereunder (including indemnity and defense fees and costs) shall be subject to a maximum per-occurrence and maximum aggregate limit of **\$25,000**.

To be clear, the \$25,000 maximum limit identified above includes any and all "claim expenses" as that term is defined in the policy.

Except as set forth above, all of the terms, conditions and exclusions of this policy apply and remain in effect, including but not limited to the "Open Structure 'water' Damage" and "Urethane or Spray Roofing" exclusions.

Member/Insured: All Bright LLC

Member/Insured Signature: _____ Date: _____

Printed Name/Title: _____

Acknowledgment

3350159



0025325994P1



Applicant



Pascal Burke Insurance Brokerage, Inc.



Applicant

All Bright LLC

2595 South Riptide Avenue, Meridian, ID 83642

(208) 602-9341

email: allbrightconstruction@outlook.com

Quote ID: 3350159



Loss Warranty Letter

During the last Five (5) years, we warrant that with respect to the insurance being applied for:

1. I/ we have not sustained a loss
2. Have not had a claim made against us
3. Have not been denied coverage or had coverage canceled by an insurance company
4. Have no knowledge or a reason to anticipate a claims or loss.

If my business is less than five (5) years old, the above referenced warranty applies to work performed through all my prior business entities whether as an owner or an employee. The undersigned Applicant understands and agrees that all of the statements, information and responses provided in the Application for this policy are material to the risk sought to be insured, and that the entirety of the information provided in the Application forms a basis for the insurer to provide the requested insurance, and that said insurance is provided in reliance on such material representations.

The undersigned Applicant further authorizes the Insurer or its representative to obtain directly or on Applicant's behalf, any and all loss runs or other such information identifying any claim, action or loss against the undersigned Applicant or the denial of coverage or cancelation of insurance. This authorization shall also include and encompass any prior business entity as provided above. The Insurer or its representative may contact the undersigned Applicant's Insurance Brokers, Agents, Insurers, Attorneys or other such individuals for this information and its release.

I understand that this warranty and authorization for release of information as provided above will be incorporated into the insurance contract.

All Bright LLC

Company/ Member

Date

Signature of Partner, Officer, Principal or Owner

Title

3350159



0025325996P1

Warranty: The purpose of this no loss letter is to assist in the underwriting process information contained herein is specifically relied upon in determination of insurability. The undersigned, therefore, warrants that the information contained herein is true and accurate to the best of his/her knowledge, information and belief. This no loss letter shall be the basis of any insurance that may be issued and will be a part of such policy. It is understood that any misrepresentation or omission shall constitute grounds for immediate cancellation of coverage and denial of claims, if any. It is further understood that the applicant and or affiliated company is under a continuing obligation to immediately notify his/her underwriter through his/her broker of any material alteration of the information given.