

Clear Spring Work Comp Proposal



Date: 1/12/2024 Quote: QMWC0363568

DBA: Conley Heating & Cooling

We are pleased to offer the following Workers' Compensation quotation. See the attached application for a breakdown of premium, state taxes and fees, as well as down payment information regarding this quote.

Instructions to bind quote

1. Select your payment plan and make a payment on the [Clear Spring Work Comp Payment Page](#)
2. Email the following items to: wcbinds@btisinc.com
 - Completed, signed and dated proposal ([include all pages](#))
 - Officer Waiver(s) for each officer, member, and/or partner ([if applicable](#))
 - Include currently valued loss runs for the loss history listed on the Submission Details
 - Include any additional information requested on the Quote Subject To page

All quotations should be considered an estimate and are subject to change based on accurate underwriting information, changes in state rates, experience modifications, or any other items by jurisdictions that have control over such items. Final premium will be determined at the end of the policy period, after payrolls have been audited. This quotation is strictly conditioned upon no material change in the risk (including but not limited to claims and potential claims), between the date of this quotation and the inception date of the proposed policy. The insured is required to advise the potential Insurer of any changes immediately and prior to binding the coverage. In the event of such change in risk, the Insurer may in its sole discretion, whether or not this quotation has been already accepted by the Insured, modify and/or withdraw its quotation.

Clear Spring Pricing Information



Named Insured: Conley, James (An Individual) Proposed Policy Period: 01/12/2024 – 01/12/2025
Agent: Pascal Burke Emp. Liability Limits: \$1000000/\$1000000/\$1000000
Quote Number: QMWC0363568

Schedule of Operations:

State	Class Code	Classification	Estimated Payroll	Rate Per \$100	Estimated Premium	Net Rate
CA	5183	Heating/Air Conditioning Equip–low wage	0	11.83	0	12.32

Premium Schedule:

Blanket Waiver of Subrogation	0.025	750
Increased Limits for Employers Liability	0.011	120
Expense Constant		300
Terrorism	0.04	0
Catastrophe	0.02	0
Estimated Annual Premium		1,170
WCARF 2.5208%		29
LECF 0.7011%		8
SIBTF 1.3703%		16
OSHAF 0.6572%		8
FRAUD 0.4679%		5
UEBTF 0.1372%		2
Policy Administration Fee		200
Broker Fee		420
TOTAL		1,858

The Net Rate(s) shown above do not include Expense Constant, Balance to Minimum, State Taxes & Assessment, Policy Administration Fee, or Broker Fee in states where these rating factors apply. Terrorism and Catastrophe are based on total estimated payroll. Policy Administration Fee is based on manual premium at time of binding risk; not subject to re-rating in the event of endorsement, cancellation, audit or any other event/occurrence; fully earned at policy inception; will not be pro-rated in the event of cancellation; cannot be waived. Specific waiver of subrogation is 5% of manual premium based on the job, subject to \$250 minimum. Blanket waiver of subrogation is 2.5% of total policy manual premium, subject to \$750 minimum.

Clear Spring Pricing Information



Installments:

- ☐ **Annual**
\$1,868.00 premium due on or before policy inception date.

Fees: applicable to all risks regardless of business type, premium size, years in business, etc. Installment Fee: \$10 (Installment Fee will be charged for each installment payment including the initial down payment. If the policy is paid in full during the course of the policy period, no further installment fee will be applied. The installment fee does not apply to the Monthly Payroll Reporting pay plan.) Insufficient Funds Fee/Returned Check Fee: \$50. Late Payment Fee: \$25. Reinstatement Fee: \$50. Notes: 1. Fee is fully earned as levied 2. Fee WILL NOT be prorated for any reason 3. Fee cannot be waived 4. A 3% convenience fee will be added to credit card payments.

Quote Subject To



- Confirm insured will maintain an active contractors license with the CSLB
- Confirm no employees will be hired during the policy term without advance notice to BTIS
- Confirm annual subcontractor costs do not exceed \$50,000
- Confirm the insured maintains certificates for all subcontractors used
- Insured agrees to comply with monthly email verification of no employees & acceptable sub costs

• This quote is subject to accurate information presented within the application and proposal listed. This quote is subject to change based on changes to carrier rate filings, state rates or assessments, bureau promulgated experience modifiers, or any other items issued by controlling jurisdictions.

• We are replying upon the accuracy of the information provided. Any irregularity, inaccuracy, or misrepresentation of information may result in modification, cancellation, or rescission of a policy issued upon such information.

• The quote illustrates the premium calculations based on the estimates provided. All workers compensation policies are subject to final audit at the conclusion of the term. The policy will be audited and corresponding changes will be made in accordance with all laws.

• If the Insured cancels the policy before the end of the policy term, the final premium may be increased by a short-rate penalty cancellation fee, which varies depends on how early the policy is canceled or whether your policy is subject to an annual minimum premium.

• Officers, member and-or Partners (or others) can be excluded via of the receipt of a completed and signed waiver form. The form must be received by BTIS prior to the effective date of the exclusion. No backdating or exclusions will be permitted.

• If bound, this policy is subject to automatic renewal, unless BTIS is provided with a completed and signed Policy Release Form (Acord 35)

Confirmation:

James Conley

Insured Name (printed)

01 / 12 / 2024

Insured Signature

Date

Agent Name (printed)

Agent Signature

Date

Clear Spring Pricing Information



Insured Name: Conley, James (An Individual)

Insurer: Clear Spring Property and Casualty Company

Policy
Number: _____

Pursuant to California Labor Code section 3352(a) sections (16)(A)(i), (18)(A)(i), (19)(A)(i): **I hereby certify that I am one of the following:**

Corporations:

- An Officer or Director as described in Labor Code section 3351, subdivision (c) of the above-named Insured, and that I either;
 - (1) own at least ten percent (10%) of the issued and outstanding stock of the above-named insured corporation, or
 - (2) own at least one percent (1%) of the issued and outstanding stock of the corporation if my parent, grandparent, sibling, spouse, or child owns at least ten percent (10%) of the issued and outstanding stock of the corporation and am covered by a health insurance policy or a health service plan.
- An owner of a professional corporation, as defined in Section 13401 of the Corporations Code, who is a practitioner rendering the professional services for which the corporation is organized and I am covered by a health insurance policy or health care service plan
- An officer or member of the board of directors of a cooperative corporation and covered by both a health care service plan or health insurance policy and a disability insurance policy comparable to a work comp policy

Partnerships and LLC's

- I hereby certify that I am a general partner (if the insured is a partnership), or
- I hereby certify that I am a managing member (if the insured is a limited liability company)

As a qualifying officer, director, partner, managing member, or person of holding the power to revoke a trust with respect to the ownership of one of these entities, I elect to be excluded from the named insured's workers' compensation insurance policy with the above-referenced insurer. I understand and agree that this written waiver will be effective upon the date of receipt and acceptance by the insurer, that the insurer may elect to backdate the acceptance of the waiver up to 15 days prior to the date of receipt of the waiver, and that it shall remain in effect until I provide the insurer with a written withdrawal of this waiver. I understand and agree that by signing this waiver, I will not be entitled to coverage under the insured's workers' compensation policy with the above-reference insurer if an employment-related injury occurs.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

James Conley
PRINT FULL NAME

SIGNATURE

Owner
TITLE (i.e., president, vp, general partner, treas., etc.)

01 / 12 / 2024

DATE

NOTE TO EMPLOYER: The exclusion will be endorsed to the policy upon our receipt and acceptance of a signed and properly completed form. The person electing exclusion must sign this form. Company representative may not sign on behalf of the individual. One individual per form. Submit addition forms if needed.

Workers Compensation Submission Details

Legal Name and Addresses

Insured Name	Conley, James
DBA	Conley Heating & Cooling
Business Address	14359 Grayville Dr, La Mirada, CA, 90638
Mailing Address	14359 Grayville Dr, La Mirada, CA, 90638
Additional Locations	N/A

Limits of Insurance

Policy Term	01/12/2024 - 01/12/2025
General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Employers Liability	\$1,000,000

Coverage History

Has the Applicant ever hired employees?	No
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Loss Information

How many claims has the insured had in the past 4 years?	0
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Additional Business Information

FEIN	606203418
Experience Mod	N/A
Business Entity	Individual
Years of Industry Experience	10
Year Business was Established	2018
Website	N/A

14359 Grayville Dr, La Mirada, CA, 90638

Class Code	Sub-Class Code	Annual Payroll	# of PT Employees	# of FT Employees
5183		\$0	0	0

Owners

Name	Title/Relationship	Owner %	Excluded/Included
James Conley	Owner	100%	Excluded

Description of Operations

Contractor performing HVAC installation and repair maintenance services in residential premise only.

Acord Questions

Question	Answer
Does the Applicant own, operate or lease aircraft/watercraft?	No
Do / have past, present or discontinued operations involve(d) storing, treating, discharging, applying, disposing, or transporting of hazardous material? (E.g., landfills, asbestos, wastes, fuel tanks, etc.)	No
Any work performed underground or above 15 feet?	No
Any work performed on barges, vessels, docks, bridge over water?	No
Is the Applicant engaged in any other type of business?	No
Are subcontractors used?	No
Any work sublet without certificates of insurance? (If "Yes", payroll for this work must be included)	No
Is a written safety program in operation?	Yes
Any group transportation provided?	No
Any employees under 16 or over 60 years of age?	No
Any seasonal employees?	No
Is there any volunteer or donated labor?	No
Any employees with physical handicaps?	No
Do employees travel out of state?	No
Are athletic teams sponsored?	No
Are physicals required after offers of employment are made?	No
Any other insurance with this insurer?	No
Any prior coverage declined/cancelled/non-renewed/expired (last 3 yrs.)? (Not applicable for Missouri risks)	No
Are employee health plans provided?	No
Do any employees perform work for other businesses or subsidiaries?	No
Does the Applicant lease employees to or from other employers?	No
Do any employees predominantly work at home?	No
Any tax liens or bankruptcy within the last 5 years?	No
Any undisputed and unpaid workers compensation premium due from you or any company managed or owned enterprises?	No

Eligibility Statements

Confirm employees do not work in trenches greater than 3 feet deep
 Confirm no work is performed more than 6 feet below grade
 Confirm the insured holds an active license with the Contractors State License Board
 Insured agrees to comply with monthly email verification of no employees & acceptable sub costs
 Confirm the General Liability coverage will also be placed with BTIS
 Confirm the insured maintains certificates for all subcontractors used

Reference Number:QMW0363568

Requested Effective Date:01/12/2024



Confirm annual subcontractor costs do not exceed \$50,000	
Confirm no employees will be hired during the policy term without advance notice to BTIS	
Does the Applicant agree to all of the terms stated in the above Policy Eligibility Statements?	Yes



ONE TIME – ACH OR CREDIT CARD AUTHORIZATION

I, James Conley of Conley Heating & Cooling authorize PASCAL BURKE INSURANCE BROKERAGE, INC. to withdraw from the payment option selected below the total amount of 0. I fully understand that there is a 2% added fee for Credit Card Options. For check payments, a 3 business day clearing time is imposed before processing of signed documents.

ACH / CHECK BY FAX – PAYMENT OPTION: (Copy of check required)

ACH/CHECK: Account #: _____ Routing #: _____

AUTO EFT YOUR MONTHLY PAYMENTS–PAYMENT OPTION: (Copy of check required)



CREDIT CARD – PAYMENT OPTION:



CREDIT CARD: Select type of Card: ☒ Visa ☐ MC ☐ AE ☐ DISCOVER
Credit Card Number: 4003447618186425 Exp: 12 / 2027 CVC: 286
Account name: James A Conley
Address: 14359 Grayville dr La Mirada Ca, 90638

Take a picture of your check and send to:

UNDO Check

accounting@pmaxins.com or via text to 949-285-1249

Payment Authorization

I authorize my bank to debit my account as identified above to the terms stated here. This authorization shall remain in effect until the Service Provider and bank receive written notification from me of intent to terminate at such time and in such manner as to afford the Service Provider and bank reasonable opportunity to act (Minimum 30 days).

I understand that if the total amount owed to the Service Provider is increased, I authorize this plan to continue as long as the payment amount remains unchanged until the amount owed the Service Provider is paid off, or unless the plan is terminated earlier by me as above. I understand any added amounts can be applied for with a new ACH Debit Authorization Form.

All other changes such as payment amount, frequency, bank account number change, will require a new ACH Debit Payment Authorization Form to be filled out and submitted to Merchant 15 days prior to any change being implemented. I understand that this payment plan may be cancelled by the Service Provider or Merchant due to NSF (Non-sufficient Funds). I will be liable to pay an NSF fee of \$25.00 (or the amount allowable by law), which may be automatically debited for each NSF.

I represent and warrant that I am authorized to execute this payment authorization for the purpose of implementing this payment plan. I indemnify and hold the Service Provider, the bank, and Merchant harmless from damage, loss or claim resulting from all authorized actions hereunder.

Signature

01 / 12 / 2024

Date

Your signature above confirms the terms and payment options selected.

**BROKER FEE, COMMISSION DISCLOSURE AND COMMUNICATIONS AGREEMENT:
PLEASE READ IT CAREFULLY!**

I. It is agreed that Pascal Burke Insurance Brokerage, Inc. will be acting as your Insurance Broker for the procurement, and maintenance of your insurance, and additional services which are risk management services. (See the attached quotation for the insurance transacted pertaining to this agreement).

II. You authorize PBIB to communicate the status of your insurance, or future insurance offerings to you or your company including but not limited to phone calls, text messages, email, prerecorded announcements, or voicemail.

III. A list of all Broker Fees charged can be found in your quotation labeled (Broker Fee, Placement Fee, Producers Fee), if you need assistance locating those fees within the documents, please ask your broker to clearly identify those fees.

IV. Your insurance broker represents you, the consumer, and is entitled to charge a broker fee if he/she chooses. This fee is not set by law, and may be negotiable between you and the broker, The Fees charged are shown in your 'Quotation' and will be listed under one or all of the following names (Broker Fee, Placement Fee, Producers Fee).

V. All Broker Fees are earned at the time of inception of the policy and are nonrefundable in the event of cancellation.

VI. Your broker may receive commission from insurance company(ies) for placing your insurance the commission will range from 5% to 20% of the premium. (To calculate premium. This is calculated Premium Amount X .05 to .20 = Commission).

VII. The insured agrees to convert this Commission to a Broker Fee, reducing the Policy Premium by the same amount. This Broker Fee will be treated the same as all other broker fees 100% earned at the binding of the policy, and not subject to be returned to the insured in the event of cancellation of the policy prior to full term for any reason.





VIII. At your request we will provide you with an exact estimate of the total compensation received by your Broker including all commissions and fees.

Name of Insured: James Conley

Insured's Signature:  Date: 01 / 12 / 2024

Title	Conley Heating & Cooling - Worker's Compensation - Please...
File name	Conley Heat...12-2024.pdf and 1 other
Document ID	78b866f5a2c382be75dfd235292dfee6e4d4b3f2
Audit trail date format	MM / DD / YYYY
Status	● Signed

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