

# STATEMENT OF DILIGENT EFFORT

I, \_\_\_\_\_ License #: \_\_\_\_\_  
*Name of Retail/Producing Agent*

Name of Agency: \_\_\_\_\_

Have sought to obtain:

Specific Type of Coverage \_\_\_\_\_ for

Named Insured \_\_\_\_\_ from the following  
authorized insurers currently writing this type of coverage:

(1) Authorized Insurer: \_\_\_\_\_

Person Contacted *(or indicate if obtained online declination)*: \_\_\_\_\_

Telephone Number/Email: \_\_\_\_\_ Date of Contact: \_\_\_\_\_

The reason(s) for declination by the insurer was (were) as follows *(Attach electronic declinations if applicable)*:  
\_\_\_\_\_

(2) Authorized Insurer: \_\_\_\_\_

Person Contacted *(or indicate if obtained online declination)*: \_\_\_\_\_

Telephone Number/Email: \_\_\_\_\_ Date of Contact: \_\_\_\_\_

The reason(s) for declination by the insurer was (were) as follows *(Attach electronic declinations if applicable)*:  
\_\_\_\_\_

(3) Authorized Insurer: \_\_\_\_\_

Person Contacted *(or indicate if obtained online declination)*: \_\_\_\_\_

Telephone Number/Email: \_\_\_\_\_ Date of Contact: \_\_\_\_\_

The reason(s) for declination by the insurer was (were) as follows *(Attach electronic declinations if applicable)*:  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Retail/Producing Agent

\_\_\_\_\_  
Date

*"Diligent effort" means seeking coverage from and having been rejected by at least three authorized insurers currently writing this type of coverage and documenting these rejections.*

*Surplus lines agents must verify that a diligent effort has been made by requiring a properly documented statement of diligent effort from the retail or producing agent. However, to be in compliance with the diligent effort requirement, the surplus lines agent's reliance must be reasonable under the particular circumstances surrounding the export of that particular risk. Reasonableness shall be assessed by taking into account factors which include, but are not limited to, a regularly conducted program of verification of the information provided by the retail or producing agent. Declinations must be documented on a risk-by-risk basis.*

## SSIU APPLICATION ACKNOWLEDGEMENTS

### Commercial Lines Policies

By placing your initials to the left of each statement and signing this Notice below, you confirm that you understand, acknowledge and accept each provision which is included in the policy for which you have applied and any other new or renewal policies issued to you by SSIU.

**INITIALS**

	<p><b>NO FLOOD COVERAGE</b> I understand my policy <b>does NOT</b> include any coverage for damage caused by Flood unless specifically stated on the applications and declarations page. Flood means surface water, waves, tidal water, tidal surge, overflow of a body of water, or spray from any of these, whether or not driven by wind.</p>
	<p><b>STORM SHUTTER/IMPACT GLASS &amp; ALARM CREDIT</b> If I install, or have previously installed, qualified storm shutters, or a monitored premise burglar and fire alarm/protection device on the “premise for which this insurance is being applied,” I agree to maintain these protection devices, for which I have been granted a credit, in good working order and commit to utilize them. I also agree to notify SSIU immediately of any change, including removal, made to the system(s). Failure to notify SSIU of such change could result in the voidance of the insurance agreement. **I understand that the storm shutters or impact glass should protect all glazed surfaces on the building. **</p>
	<p><b>VALUATION DISCLAIMER</b> I understand that the valuation of my property and belongings is my own responsibility and NOT the responsibility of SSIU or the companies it represents. I agree to release SSIU and any of its subsidiaries, agents, employees and the companies they represent from any responsibility with regards to the valuation and insured amount of my property and belongings. I also understand that my policy contains a coinsurance clause which could reduce the insurance coverage available to me in the event of a loss.</p>
	<p><b>DEDUCTIBLE DISCLAIMER</b> I understand that my policy has deductibles, which could result in large out of pocket expense to me.</p>
	<p><b>CANCELLATION</b> I understand that the policy being provided to me by SSIU contains a Minimum Earned Premium provision, which states that in the event of a cancellation, SSIU is entitled to and will retain the Minimum Earned Premium percentage specified in my policy. In addition, I understand that all fees charged at the time of policy issuance are non-refundable. Furthermore, I acknowledge that the policy being provided includes a Short Rate Return provision. All notices of cancellation must be in writing and signed by the policy holder. All properly requested cancellations will be effective on the date such notice is received by SSIU, or the date of an approved and documented triggering event, whichever is earlier. Refunds will be limited to the 45-day period prior to the date of receipt of such notice of cancellation regardless of circumstance.</p>
	<p><b>PAYMENT</b> I understand that payment for my policy is due to SSIU within ten (10) days of the effective date of my policy or the policy will be cancelled automatically for non-payment. I acknowledge that it is my responsibility to remit payment to either directly to SSIU; or, to my Agent of Record in a timely manner so that payment may be forwarded to SSIU within the above-stipulated time frame.</p>
	<p><b>INSPECTIONS</b> I understand that a third-party inspection service provider will contact me. I agree that I will make every effort possible to schedule an inspection appointment in a timely manner and understand that my policy may be cancelled if an inspection has not been performed within thirty days of the effective date, unless prior arrangements have been conveyed and agreed upon.</p>
	<p><b>EXISTING DAMAGE EXCLUSION STATEMENT</b> I acknowledge that the policy for which I have applied excludes any existing damage regardless of cause or event contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area. Existing Damage means any damages which occurred prior to policy inception, any damages arising out of workmanship, repairs or lack of repairs, and any damages to all structures covered by your previous policy which have been fully and/or completely repaired. By initialing, I certify my property is in good repair and without any previous damage.</p>

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

CLIENT SIGNATURE: \_\_\_\_\_

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

**POLICYHOLDER DISCLOSURE**  
**NOTICE OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended**: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security 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. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS 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 THIS FORMULA, THE UNITED STATES PAYS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 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 USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of \$ _____, state surplus lines tax of \$ _____, total terrorism premium of \$ _____.
	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

\_\_\_\_\_  
 Policyholder/Applicant Signature

\_\_\_\_\_  
 Company

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

\_\_\_\_\_  
 Policy Number

\_\_\_\_\_  
 Date