

# ARIZONA PREMIUM FINANCE CO., INC.



12406 N. 32nd St. #110  
Phoenix, AZ 85032  
(602) 992-9898

PLEASE CHECK APPROPRIATE BOX(ES)		ACCOUNT NUMBER
<input type="checkbox"/> PERSONAL	<input type="checkbox"/> RENEWAL	
<input type="checkbox"/> COMMERCIAL	<input type="checkbox"/> ADDITIONAL PREMIUM	

INSURED / BORROWER All information including telephone and SS# is required		PRODUCER	
NAME		NAME	
ADDRESS		ADDRESS	
CITY, ST, ZIP		CITY, ST, ZIP	
DL#	SS #	PHONE	AGENT CODE
Tel 1	Tel 2		

In consideration of the premium payments to be made by Arizona Premium Finance Co. (APFC) to the listed insurance companies, the named insureds promise to pay APFC, the Total of Payments and any other fees, subject to the provisions herein and on the following pages.

TOTAL PREMIUM(S)	DOWN PAYMENT	FEDERAL TRUTH-IN LENDING DISCLOSURE STATEMENT				
		AMOUNT FINANCED Amount of credit provided to you or on your behalf	FINANCE CHARGE *The dollar amount the credit will cost you.	TOTAL OF PAYMENTS Amount you will have paid after you have made all the scheduled payments.	TOTAL SALE PRICE (Deferred payment price.) The total cost of your purchase on credit, including your down payment.	ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.

<b>ITEMIZATION OF THE AMOUNT FINANCED:</b> The AMOUNT FINANCED (ABOVE) consists entirely of the amount of credit that will be paid on your behalf for the policies listed in Schedule of Policies. <input type="checkbox"/> I want an itemization <input type="checkbox"/> I do not request an itemization	<b>PAYMENT SCHEDULE</b>	NUMBER OF PAYMENTS	PAYMENT AMOUNT	PAYMENTS DUE BEGINNING

**SECURITY:** You are giving a security interest in the policy(ies) listed below.

**LATE CHARGE:** See paragraph 6 reverse side.

**PREPAYMENT:** If you pay off early, you may be entitled to a refund of part of the finance charge. See back of this document. \*May include non refundable flat fee, see item 7 on back of this form.

### SCHEDULE OF POLICIES

POLICY NUMBER	EFFECTIVE DATE OF POLICY	NAME OF INSURANCE COMPANY and GENERAL AGENT (if any)	COVERAGE TYPE	DOWN PAYMENT	POLICY TERM	PREMIUM AMOUNT

### TAXES AND FEES - NON-FINANCED

#### Automatic Monthly Payment Options

**Debit from Checking Account** I authorize Arizona Premium Finance Co. to debit my checking account each month the amount due. **Attach a voided check or copy of your check.** There is a fee of \$5 per payment.

**Credit Card Payment** I authorize Arizona Premium Finance Co. to charge my credit card each month the amount due. There is a convenience fee of 3% for Visa, MasterCard, or Discover, and 5% for American Express per payment.

Visa,     MasterCard,     Discover,     American Express

Card #:

Expiration Date:

**INSURANCE PREMIUM FINANCE AGREEMENT NOTICE:** A) DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT. B) YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT. C) UNDER THE LAW, YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE SERVICE CHARGE.

THE UNDERSIGNED EXECUTED THIS LOAN AGREEMENT AND RECEIVED A COPY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_  
Borrower agrees to be obligated to APFC under all the Terms and Conditions of this agreement.

**X**

**POLICY WILL BE CANCELLED FOR NON-PAYMENT.**  
SIGNATURE OF INSURED (If Corporation, Title of Officer Signing)

**AGENT CERTIFICATION:** Agent certifies that the down payment has been collected, that the Insured is of legal age and has capacity to contract, that the signature is genuine and that he has delivered a copy of this contract to the Insured. Agent certifies that any minimum earned premium has been disclosed, no brokerage fee is financed, and the policy has not been financed before, unless disclosed. Agent agrees to pay unearned premiums and or unearned commissions in it's possession to APFC.

PRINT NAME OF AGENT

SIGNATURE OF AGENT

## TERMS AND CONDITIONS

That in consideration of the payment by Arizona Premium Finance Co. (APFC) to the respective insurance companies, or their agents, of the amount financed described on Page 1, the Borrower promises to pay to APFC the amount under the caption "Total of Payments" with Finance Charge, service charge, and any other fees that become due. The Borrower agrees with APFC as follows:

1. SECURITY INTEREST: The Borrower assigns as security for the total amount payable hereunder any and all unearned premiums and dividends which may become payable under any policy financed under any of Borrower's accounts. Borrower agrees the financed insurance has not been previously financed, nor will it be subsequently financed, and there are no restrictions, encumbrances or liens upon the financed insurance.
2. POWER OF ATTORNEY: The Borrower hereby irrevocably appoints APFC, its attorney-in-fact with full authority to cancel the policies listed on the reverse side hereof, for non-payment. The insurance companies are hereby authorized and directed, to cancel said policies and to pay APFC any unearned or return premiums thereon. The Borrower appoints APFC its attorney-in-fact to endorse its name to any check or draft for all monies that may become due from the insurance company(ies). Any sum received from an insurance company shall be credited to the balance due hereunder. The Borrower shall remain liable for any deficiency together with interest thereon at the highest allowable legal rate. If the Borrower has a balance due on any other account with APFC, any sum received from the Borrower or an insurance company may be applied to the balance due on another account(s) first, before any remaining amount will be applied to this account. Collection of a deficiency balance is not applicable in Alaska.
3. COMPLETENESS and ADDITIONAL PREMIUMS: If a policy is not issued at the time this agreement is executed, the Borrower gives APFC authority to fill in the name of the insuring company, policy number and the due date of the first payment. The money paid by APFC is only for the premium as determined at the time the insurance policy is issued. The Borrower agrees to pay APFC any additional premiums which become due for any reason.
4. DEFAULT, ATTORNEY FEES & INTEREST: The Borrower agrees that default in payment of any installment hereof shall be deemed a default in the contract, and the total amount due under this contract shall be due and payable. The interest set forth on the face of this agreement shall continue to run until payment is actually received by APFC. All checks, credit card payments or other payments received are accepted subject to collection. Payment is not deemed made until actually received by APFC in good funds. The Borrower agrees to pay all reasonable attorney fees, court costs and collections costs associated with collection of any deficiency balance. (not applicable in AK except for commercial policies).
5. JURISDICTION: This contract jurisdiction shall be the State of Arizona. No waiver by APFC of any default shall be construed as a waiver for any other subsequent default nor impair or affect any rights or remedies incident thereto. The Borrower recognizes and agrees that APFC is a lender and not an insurer and that APFC assumes no liability hereunder as an insurer. The Borrower understands and agrees that the agent who solicited the policies is an agent of Borrower and not of APFC. The Borrower agrees that all payments hereunder shall be made directly to APFC and payment by the Borrower to any other person, firm, insurance agent or insurance company shall not constitute payment to APFC.
6. DEFAULT AND LATE CHARGES: The Borrower agrees to pay a late charge for each delinquent payment as follows: in Alaska, Delaware, Indiana, Massachusetts, New Jersey, and Tennessee the default period is 10 days; all other states shall be 5 days. The late charge shall be 5% of the installment with a minimum of \$1.00 and a maximum of \$5.00 where limited by law; except in Alaska on an installment over \$250.00 the late charge shall be 2%; in Indiana the Late Charge shall be \$17.50. CANCELLATION: If a delinquency exists, the Borrower will be notified in writing and given 10 days (15 in Pennsylvania) to cure the default. After this time, APFC will request cancellation in accordance with this contract and applicable state law. In Massachusetts, New Jersey and New York, a cancellation fee of \$5.00 less any delinquency charge on the installment in default will be assessed. In New Jersey, for Commercial Policies, the Late Charge is 1.5% of the installment, with a \$25 minimum. The request for cancellation does not release Borrower of any obligation herein.
7. PREPAYMENT PROVISIONS: If the Borrower pays off the balance of the amount due under this contract prior to maturity, then the Borrower may receive a refund of the finance charge based on the Rule of the 78's. In Delaware, New York, Connecticut, and Alaska the interest refund will be based on the Rule of 78's after first deducting \$10.00 from the total finance charge. In Massachusetts, the interest refund will be based on the Rule of 78's after first deducting \$16.00 from the finance charge. In North Carolina, the interest refund will be calculated using the actuarial method after first deducting \$15.00 from the total finance charge. In Pennsylvania, the interest refund will be calculated using the actuarial method after first deducting \$10.00 from the total finance charge. In Tennessee, the interest refund will be based on the Rule of 78's after first deducting 4% of the total finance charge. In New Jersey, the interest refund will be based on the actuarial method after first deducting \$12.00. In New Jersey, if a contract is prepaid within 12 months after the first payment is due, the holder of the agreement may charge a prepayment penalty of not more than \$20.00 on any contract up to and including \$2000.00; 1% of the loan on any contract over \$2000.00 up to and including \$5000.00; and \$100.00 on any contract exceeding \$5000.00. In Indiana the minimum finance charge is \$33.00.
8. CANCELLATION and REINSTATEMENT: The Borrower hereby releases and discharges and agrees to hold harmless APFC and each holder hereof, their officers, agents and employees from any liability or cause of action by reason of any cancellation, when such cancellation is in conformance with the provisions of the Statutes of the State in which contract was issued. The Borrower agrees that any payment received after cancellation will be applied to reduce the indebtedness and will not reinstate the policy where cancellation notice has been mailed by APFC. APFC, at its option, may request reinstatement of the policies when such payments are received, however reinstatement is up to the insurance company, at its sole discretion. All refunds shall first be applied to any outstanding balances due APFC on accounts of the insured.
9. CHECKS AND BAD CHECKS: Checks received by APFC may be retained by APFC and an electronic presentment prepared and transmitted in its place, as a means of collecting the check. If presented electronically, the check will not be provided in a bank statement, but that information will be supplied by the bank in your statement. If you do not wish to have your check presented electronically, then the payment must be sent with a note stating "I do not authorize you to present this check electronically". In the event that your check is returned unpaid for insufficient or uncollected funds, we may present your check electronically. In the ordinary course of business, your check will not be provided to you with your bank statement, but a copy can be retrieved by other means. Additionally, the Borrower agrees to pay and we will electronically assess a \$25.00 returned check fee (or an amount allowed by statute), against your account.
10. ACCEPTANCE: There is no contract until approval and acceptance by APFC.
11. INSURANCE COMPANY NOTIFICATION: This contract may be assigned and the holder or assignee has the same rights as APFC.
12. SOLVENCY: Borrower states they are not subject of any bankruptcy proceeding and has full legal authority to enter into this agreement.
13. At the time of the acceptance of this account, Producer on Page 1 assigns it's rights hereunder to APFC, and all obligations of the Borrower run to APFC.

**The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on basis of sex or marital status. The Federal agency which administers compliance with this law concerning this Premium Finance Company is the Office of the Comptroller of the Currency, Consumer Complaints, Washington, D.C. 20219, (202) 874-4820.**

**NOTICE: SEE THE OTHER PAGES FOR IMPORTANT INFORMATION.**