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COMMERCIAL ANIMAL LIABILITY

General Information

Proposed Effective Date: _____

Applicant's Name: _____

Applicant's Mailing Address: _____

City: _____ State: _____ Zip: _____

E-Mail: _____ County: _____

Telephone Number: _____ Fax: _____

Physical location where animals are housed (if different): _____

Contact Person: _____

Producer's Name: _____ Telephone Number: _____

Producer's E-mail: _____

Business Name: _____

A. Insurance History

1. Who is your current insurance carrier (or your last if no current provider)? _____

2. Provide name(s) for all insurance companies that have provided Applicant insurance for the last three years:

Table with 4 columns: Company Name, Coverage, Coverage, Coverage. Rows include Expiration Date and Annual Premium.

3. Has the animal to be insured ever bitten another human or animal? [] Yes [] No

If yes, explain: _____

4. Have you had any incident, event, occurrence, loss, or Wrongful Act which might give rise to a Claim covered by this Policy, prior to the inception of this Policy? [] Yes [] No

If yes, explain: _____

5. Has the Applicant, or anyone on the Applicant's behalf, attempted to place this risk in standard markets? [] Yes [] No

If the standard markets are declining placement, please explain why: _____

B. Desired Insurance:

Limit of Liability (with per person sub-limit):

- \$25,000 per person / \$50,000 per accident / \$100,000 aggregate
- \$50,000 per person / \$100,000 per accident / \$200,000 aggregate
- \$100,000 per person / \$200,000 per accident / \$400,000 aggregate
- \$150,000 per person / \$200,000 per accident / \$500,000 aggregate
- Other: _____

Limit of Liability (with no per person sub-limit):

- \$50,000 per accident / \$100,000 aggregate
- \$100,000 per accident / \$200,000 aggregate
- \$250,000 per accident / \$500,000 aggregate

Self Insured Retention (SIR): \$1,000 (Minimum) \$1,500 \$2,500 \$5,000

Note: Higher SIRs will generally reduce the premium charged, but SIRs of \$2,500 or greater must be accompanied by proof of the Applicant's ability to pay that SIR amount (i.e. last year's tax return forms).

C. Business Activities

1. What is the business purpose of the animal? _____

a. How many days out of the year do you estimate the animal(s) will be used for commercial purposes? _____

b. Estimated Gross Receipts from this activity annually? _____

2. Do you have an Exotic Animal? An "Exotic Animal" means any animal, the species of which is generally considered wild and not domesticated. Yes No

If yes, has the Exotic Animal's enclosure been inspected? Yes No

If yes, please provide the detailed result of the inspection? _____

3. Are any of your animals(s) used for a therapeutic purpose? Yes No

If yes, please note what types of animals including name, type/breed, age/years owned, description (coloring), tag/registration numbers: _____

a. Please list all the locations where the animal(s) will be visiting? _____

b. How many days out of the year do you estimate the animal(s) will be used for therapeutic purposes? _____

c. Estimated Gross receipts for past year for therapeutic activity? _____

4. Would you like coverage while animal(s) are on premises at your home? Yes No

5. Do you own or rent the location where the animals are kept? Own Rent

6. Your home is: apartment duplex, or other multi-family structure condo or townhouse house

7. Does the area where your animals are located have a yard fenced or walled in? Yes No N/A

If yes:

- a. Height of fence/wall: _____ ft.
- b. Type of fence/wall:
- Wood fence with separated slats (e.g. picket fence)
 - Wood slats with no space between slats
 - Chain link fence
 - Brick or cement wall
 - Other: _____
- c. Does fence completely enclose the yard? Yes No
- d. Do you have a gate? Yes No
 Is the gate kept locked at all times when the animal inside the back yard? Yes No
- e. Do you have a locked kennel or secured area for the animal? Yes No
 If yes, when is the kennel or area used? _____
-
- f. Is the bottom of the fence buried 12 or more inches underground? Yes No
- g. Is/are the animal(s) allowed in the yard unattended? Yes No
8. Do you have signs posted warning passerby about the animal(s)? Yes No
 If yes, list number of signs and text on each sign, and explain why signs are posted: _____
-
9. What is the nearest public facility (e.g. church, school, public park)? How far away is the facility? _____
-
10. How is/are the animal(s) confined when you are away from the animal(s)? _____
-
11. Do you use a shock collar or other similar electronic restraints for any animal? Yes No
 If yes, describe restraint and typical use of restraint: _____
-
12. Do you conduct business from your home? Yes No
 If yes:
- a. Type of business: _____
- b. Do customers, business partners, sales people or other similar business visitors come to your home? Yes No
 If yes, is/are the animal(s) restrained or confined during business hours? Yes No
 Describe: _____
-
13. Are animals required to be registered in your area? Yes No
- a. If yes, by what authority (check all that apply)? City County State
 Other: _____
- b. Attach a copy of all licenses held by any animal in your care, custody and control.
14. Is coverage required by any municipality, contract or ordinance? Yes No
15. Is off-premises liability coverage required? Yes No
16. Any travel plans which will include any animal in the next twelve months? (this includes transportation of the animal for business purposes) Yes No
 If yes:

- a. Describe travel plans: _____
- b. How will the animal be controlled during travel? Describe: _____

- c. If you have travel plans, but the animal will not travel with you, describe care arrangements:

17. Have any of the animals to be insured shown any aggressive behavior, or have been involved in any incidents with the public? Yes No

If yes, explain: _____

REPRESENTATIONS AND WARRANTIES

The "Applicant" is the party to be named as the "Insured" in any insuring contract if issued. By signing this Application, the Applicant for insurance hereby represents and warrants that the information provided in the Application, together with all supplemental information and documents provided in conjunction with the Application, is true, correct, inclusive of all relevant and material information necessary for the Insurer to accurately and completely assess the Application, and is not misleading in any way. The Applicant further represents that the Applicant understands and agrees as follows: (i) the Insurer can and will rely upon the Application and supplemental information provided by the Applicant, and any other relevant information, to assess the Applicant's request for insurance coverage and to quote and potentially bind, price, and provide coverage; (ii) the Application and all supplemental information and documents provided in conjunction with the Application are warranties that will become a part of any coverage contract that may be issued; (iii) the submission of an Application or the payment of any premium does not obligate the Insurer to quote, bind, or provide insurance coverage; and (iv) in the event the Applicant has or does provide any false, misleading, or incomplete information in conjunction with the Application, any coverage provided will be deemed void from initial issuance.

The Applicant hereby authorizes the Insurer and its agents to gather any additional information the Insurer deems necessary to process the Application for quoting, binding, pricing, and providing insurance coverage including, but not limited to, gathering information from federal, state, and industry regulatory authorities, insurers, creditors, customers, financial institutions, and credit rating agencies. The Insurer has no obligation to gather any information nor verify any information received from the Applicant or any other person or entity. The Applicant expressly authorizes the release of information regarding the Applicant's losses, financial information, or any regulatory compliance issues to this Insurer in conjunction with consideration of the Application.

The Applicant further represents that the Applicant understands and agrees the Insurer may: (i) present a quote with a Sub-limit of liability for certain exposures, (ii) quote certain coverages with certain activities, events, services, or waivers excluded from the quote, and (iii) offer several optional quotes for consideration by the Applicant for insurance coverage. In the event coverage is offered, such coverage will not become effective until the Insurer's accounting office receives the required premium payment.

The Applicant agrees that the Insurer and any party from whom the Insurer may request information in conjunction with the Application may treat the Applicant's facsimile signature on the Application as an original signature for all purposes.

The Applicant acknowledges that under any insuring contract issued, the following provisions will apply:

1. A single Accident, or the accumulation of more than one Accident during the Policy Period, may cause the per Accident Limit and/or the annual aggregate maximum Limit of Liability to be exhausted, at which time the Insured will have no further benefits under the Policy.
2. The Insured may request the Insurer to reinstate the original Limit of Liability for the remainder of the Policy period for an additional coverage charge, as may be calculated and offered by the Insurer. The Insurer is under no obligation to accept the Insured's request.
3. The Applicant understands and agrees that the Insurer has no obligation to notify the Insured of the possibility that the maximum Limit of Liability may be exhausted by any Accident or combination of Accidents that may occur during the Policy Period. The Insured must determine if additional coverage should be purchased. The Insurer is expressly not obligated to make a determination about additional coverage, nor advise the Insured concerning additional coverage.
4. The Insurer is herein released and relieved from any and all responsibility to notify the Insured of the possible reduction in any applicable Limit of Liability. The Insured herein assumes the sole and individual responsibility to evaluate, consider, and initiate a request for additional coverage or reinstatement of the annual aggregate Limit of Liability which may be exhausted by any single Accident or combination of Accidents during the Policy Period.

Dated: _____ Dated: _____

Applicant:

Agent/Broker:

Signature

Signature

Print Name

Print Name

COMPLETE THE ATTACHED SCHEDULE FOR EACH ANIMAL WHOM IS TO BE INSURED

1. Animal Name _____ Species/Breed _____ / _____
Sex: F or M Spayed or Neutered Age: _____ Approx Weight: _____ Color/Pattern: _____
Tag#: _____ Registration#: _____
Scars or other distinguishing marks (for example: declawed, defanged, tattoos, etc.): _____

What is the business purpose of the animal? _____

2. Animal Name _____ Species/Breed _____ / _____
Sex: F or M Spayed or Neutered Age: _____ Approx Weight: _____ Color/Pattern: _____
Tag#: _____ Registration#: _____
Scars or other distinguishing marks (for example: declawed, defanged, tattoos, etc.): _____

What is the business purpose of the animal? _____

3. Animal Name _____ Species/Breed _____ / _____
Sex: F or M Spayed or Neutered Age: _____ Approx Weight: _____ Color/Pattern: _____
Tag#: _____ Registration#: _____
Scars or other distinguishing marks (for example: declawed, defanged, tattoos, etc.): _____

What is the business purpose of the animal? _____

4. Animal Name _____ Species/Breed _____ / _____
Sex: F or M Spayed or Neutered Age: _____ Approx Weight: _____ Color/Pattern: _____
Tag#: _____ Registration#: _____
Scars or other distinguishing marks (for example: declawed, defanged, tattoos, etc.): _____

What is the business purpose of the animal? _____

5. Animal Name _____ Species/Breed _____ / _____
Sex: F or M Spayed or Neutered Age: _____ Approx Weight: _____ Color/Pattern: _____
Tag#: _____ Registration#: _____
Scars or other distinguishing marks (for example: declawed, defanged, tattoos, etc.): _____

What is the business purpose of the animal? _____

6. Animal Name _____ Species/Breed _____ / _____
Sex: F or M Spayed or Neutered Age: _____ Approx Weight: _____ Color/Pattern: _____
Tag#: _____ Registration#: _____
Scars or other distinguishing marks (for example: declawed, defanged, tattoos, etc.): _____

What is the business purpose of the animal? _____

NOTE: IF THERE ARE MORE THAN 6 ANIMALS YOU MUST PROVIDE AN ELECTRONIC SCHEDULE OF THE ANIMALS