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## POLLUTION LEGAL LIABILITY

### A. General Information

Proposed Effective Date: \_\_\_\_\_

Applicant's Name: \_\_\_\_\_

Applicant's Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_ County: \_\_\_\_\_

Business Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Physical Location of Business (if different): \_\_\_\_\_

Population within 50 miles: \_\_\_\_\_

Other Locations Used:

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Please list any other names the business is or has been known by: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Producer's Name: \_\_\_\_\_

Detailed description of business activities (specifically, and by location): \_\_\_\_\_

Applicant is:  Individual  Corporation  Partnership  Joint Venture  Other: \_\_\_\_\_

Is this a new business?  Yes  No

Please list the business owner(s) of the business applying for insurance and identify how many years experience the owner(s) has in this type of business: \_\_\_\_\_

Please list the manager(s) of the business applying for insurance and identify how many years experience the manager(s) has in this type of business: \_\_\_\_\_

Annual Payroll: \$ \_\_\_\_\_ Total Number of Employees: \_\_\_\_\_ Full-Time: \_\_\_\_\_ Part-Time: \_\_\_\_\_

Please describe the business's drug policy and what the procedure is when an applicant or employee fails a drug test: \_\_\_\_\_

Does your company have within its staff of employees, a position whose job description deals with product liability, loss control, safety inspections, engineering, consulting, or other professional consultation advisory

services?

Yes  No

If yes, please tell us:

Employee Name: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Business Telephone No.: \_\_\_\_\_

Fax: \_\_\_\_\_ Years with Company: \_\_\_\_\_

Employee's Responsibilities: \_\_\_\_\_

#### B. Insurance History

Who is your current insurance carrier (or your last if no current provider)? \_\_\_\_\_

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

	Coverage:	Coverage:	Coverage:
Company Name			
Expiration Date			
Annual Premium	\$	\$	\$

Has the Applicant ever had a claim, or have knowledge of an incident that could become a claim?  Yes  No

Attach a five year loss/claims history, including details. (REQUIRED)

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, please explain: \_\_\_\_\_

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: \_\_\_\_\_

#### C. Other Insurance

Please provide the following information for all other business-related insurance the Applicant currently carries.

	1	2	3
Coverage Type			
Company Name			
Expiration Date			
Annual Premium	\$	\$	\$

#### D. Desired Insurance

Per Occurrence: \_\_\_\_\_ Aggregate: \_\_\_\_\_

Self-Insured Retention (SIR):  \$1,000 (Minimum)  \$1,500  \$2,500  \$5,000  \$10,000

#### E. Business Activities

1. Does any property to be insured have storage tanks?  Yes  No

2. Please provide estimates total revenue for the next 12 months: \$ \_\_\_\_\_

3. Please provide revenue for the previous 4 years:

a. Year \_\_\_\_\_ % Year \_\_\_\_\_ %

- b. Year \_\_\_\_\_ % Year \_\_\_\_\_ %
4. Do you have a written safety program and spill or emergency contingency plan?  Yes  No  
If no, please explain: \_\_\_\_\_
5. Are you in compliance with all federal, state, and local safety, health, environmental regulations and notification requirements?  Yes  No  
If no, please explain: \_\_\_\_\_
6. Has any location received a notice of regulatory violations, or sustained any pollution-related claims, liability lawsuits, or complaints from neighbors during the last 5 years?  Yes  No  
If yes, please explain: \_\_\_\_\_
7. Are any portions of your site or facilities leased, rented, operated, or otherwise outside the direct day-to-day control and oversight of the site owners or management?  Yes  No  
If no, please explain: \_\_\_\_\_
8. Please provide the distance from your facility for the following:  
Body of water: \_\_\_\_\_ Seasonal Waterway: \_\_\_\_\_  
Residential area: \_\_\_\_\_ Waterway: \_\_\_\_\_
9. Is any location a Resource Conservation and Recovery Act (RCRA) treatment, storage, or disposal facility?  Yes  No
10. Is any location or does any location have the potential to become a state or federal Superfund site?  Yes  No
11. Have any waste materials (i.e., oil, grease, solvents, contaminated petroleum products, pesticides, fertilizers, tank sludges, batteries, antifreeze, or other pollutants) been disposed of or buried on your property?  Yes  No  
If yes, please explain: \_\_\_\_\_
12. Have any waste materials (i.e., oil, grease, solvents, contaminated petroleum products, pesticides, fertilizers, tank sludges, batteries, antifreeze, or other pollutants) been disposed of or buried by you on property other than yours?  Yes  No  
If yes, please explain: \_\_\_\_\_
13. Has any location for which you are applying for coverage ever had a leak, spill, release, or discharge within the last 5 years?  Yes  No  
If yes, please provide the address of the location and describe any cleanup or corrective action taken:  
\_\_\_\_\_  
\_\_\_\_\_
14. Does the company engage in onsite disposal activities (landfill, ponds, etc.)?  Yes  No  
If yes, please 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