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UNDERGROUND STORAGE TANKS

1. 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: _____

2. 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 or any predecessor ever had 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: _____

3. 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	\$	\$	\$

4. Desired Insurance

Please write in the limit of insurance desired: \$ _____

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

5. Business Activities

1. Are tanks and piping scheduled for replacement? Yes No

If yes, explain the proposed replacement schedule: _____

2. Have all out-of-service tanks been properly closed? Yes No

3. Has there ever been any pollution or contamination leaks or spills on the site/location during the past 10 years? Yes No

4. What are your procedures when a leak or spill occurs? _____

a. Is a written procedure posted? Yes No

If yes, please provide a copy.

b. Provide address of Department of Health: _____

c. Dept of Pollution Control: _____

d. EPA Dept for Area: _____

e. Fire Dept. Responding to Your Site/Location: _____

f. Address of any and all other regulatory agency(s) or department(s) in your state that you must report to when a leak or spill occurs: _____

5. Inventory Control:

a. Do you now have, for each tank, regardless of product contained, an inventory control program which includes tanks measurements recorded and reconciled on file? Yes No

If yes, please send a copy of your reconciled records for past six months.

b. How frequently are measurements made? Daily Weekly Other: _____

c. Do you now have an Independent Contract Accounting System to monitor and report the integrity of your tanks? Yes No

If yes, provide name, address, and phone number: _____

6. Complete a description of the Underground Storage Tanks, as completed for each Tank for each site/location to be insured, whether out of use or currently in use, will become a part of any coverage Contract issued. Only Tanks currently in use that comply with all the operating and management requirements of the Insurer's Pollution Liability Program for owners or operators will be covered under any coverage contract issued.

7. The description of the Underground Storage Tanks, as completed for each tank and for each site/location to be insured, whether out of use or currently in use, will become a part of any coverage contract issued.

Tank Number:	1	2	3	4	5	6
Tank ID Number (if any)						
Status of tank (mark all that apply)						
Currently in use:						
Temporarily out of use:						
Permanently out of use:						
Brought into use after 5/8/1986:						
How old is the tank? (estimated age)						
Estimated total capacity (gallons)						
Type of fuel or product in tank (premium, regular, etc.)						
Construction of tank (mark one)						
Bare steel						
STI-PS						
Fiberglass reinforced plastic						
Fiberglass coated steel						
Epoxy Lined – Retro						
Other: _____						
Internal protection (mark all that apply)						
Cathodic protection						
Interior lining (i.e., epoxy resins)						
Other: _____						
External protection (mark all that apply)						
Cathodic protection						
Fainted (i.e., asphaltic)						
Fiberglass reinforced plastic coated						
Coated steel-buffhide						
Other: _____						
None						
Piping Construction						
Bare steel						
Galvanized steel						
Fiberglass reinforced plastic						
Black Iron						
Other: _____						
Additional information for tanks permanently taken out of service:						
Estimated date last used (mo/yr)						
Est. quantity of substance remaining (gal)						
Mark box if tank was filled with inert material (i.e., sand, concrete)						
Tank installed by a certified installer?						
Piping installed by a certified installer?						
Spill/overflow protection? Note type.						
Leak detection system in effect:						
Electronic						
Vapor well						
Sampling well						
In-tank system						
Other, state type for each						
None						
Does tank have a corrosion protection system or service? If yes, note type:						
Fiberglass						

Cathodic protection/impressed current						
Cathodic protection/sacrificial						
Other: _____						
Does site/location have a groundwater monitoring program?						
Date tank and piping was last tested:						
Testing frequency: annual, 3 yrs, other						
Age of piping (years)						
Piping leak detection system now used:						
Secondary containment now used for each tank:						
Dispenser method (i.e., submersible, suction, gravity, etc.)						
Identify piping system corrosion protection installed:						

Insurer Program Disclosure

It is understood and agreed that prior to coverage being provided, the Applicant, as a precedent to coverage being offered, agrees to and understands the following:

- A. Claims expense and defense costs are included within the combined single Limit of liability and annual aggregate on the Policy. However, a separate claims expense and defense cost benefit has been added to the primary combined single Limit of liability, as a separate coverage providing benefits up to 25% of the Limit of liability provided under the Policy issued;
- B. The program requires that certain 1992 and some 1998 EPA standards must be met by all Tanks and connecting Piping prior to coverage being provided. The Insurer may permit these standards to be complied with by offering up to 180 days, after the effective date of coverage, for the Insured to meet the minimum standards established under the program;
- C. The fee for inspections, claims, engineering and audits, include a one-time charge by the Insurer to perform a 30-day product inventory and audit review. This inventory and audit review will be performed by the Insurer's designated auditing firm, prior to coverage being effected. The Insurer also has a one-time site inspection charge included as part of each Insured's coverage.
- D. Damage and repair to Tanks, connecting Pipe, pumps, and other business and personal property of the Insured are specifically excluded under the Policy ;
- E. The coverage provided will specifically insure each location/site separately. Each Tank and its Piping at each site will be specifically identified and coverage provided only for those Tanks listed in the coverage contract. No coverage will be in effect for sites or specific Tanks on any site that is not specifically listed. If a charge has not been made for a specific Tank and its Piping, then no coverage is in effect. Only Tanks and Tank Piping found in compliance as of the effective date of coverage will be provided coverage under the Policy issued;
- F. All and any existing or previous pollution or contamination on the site or location is specifically excluded. The Insurer may void coverage within 15 months of the effective date of coverage, due to pre-existing conditions on the site location.
- G. The Insurer makes no assertion, evaluation, determination, or otherwise assumes any responsibility that the liability insurance purchased under Program II will be adequate to comply with Federal Law. The Insurer also does not assume, or offer any guarantee, that any state-funded program will either pay benefits, or be able to pay benefits up to or in excess of any insurance provided under Program II .
- H. The Policy issued by the Insurer has a special pre-existing conditions exclusion, and a coordination of benefits provision as a condition of coverage being provided to each Insured.

NOTE: The Insurer will provide up to \$1,000,000 combined single limit and annual aggregate limit as excess over, and not in addition to, any primary coverage you select as self-insurance, or have in effect under some other program.

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