



## AFB ENVIRO MEDIA TECH® NEW BUSINESS APPLICATION

### FOR USE IN APPLYING FOR THE FOLLOWING PRODUCTS:

- Beazley ENVIRO
- BeazleyOne ENVIRO

### SUBMISSION REQUIREMENTS:

**If Attached:**

- Resumes (Statement of Qualifications) of Corporate Officers, Partner and/or Owners and Key Personnel (i.e. project managers)
- Past two years financials including balance sheet and income statement
- Sample Copy of Contract with Clients and/or Subcontractors/consultants
- Brochures or website address: \_\_\_\_\_
- Five years of currently valued loss information for all lines of coverage being requested with details of any losses over \$10,000 (General Liability, Pollution, Professional Liability)
- Copies of licenses and/or permits for the performance of regulated operations (i.e. asbestos/lead/mold abatement, transportation of materials or storage of waste).

**NOTICE: CERTAIN INSURING CLAUSES OF THE POLICY FOR WHICH THIS APPLICATION IS MADE IS A CLAIMS MADE AND REPORTED POLICY SUBJECT TO ITS TERMS. THESE INSURING CLAUSES APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE OPTIONAL EXTENSION PERIOD (IF APPLICABLE) AND REPORTED IN WRITING TO THE INSURER EITHER DURING THE POLICY PERIOD, WITHIN SIXTY (60) DAYS AFTER THE EXPIRATION OF THE POLICY PERIOD, OR DURING THE OPTIONAL EXTENSION PERIOD (IF APPLICABLE). THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS SHALL BE REDUCED AND MAY BE EXHAUSTED BY CLAIMS EXPENSES AND CLAIMS EXPENSES SHALL BE APPLIED TO THE DEDUCTIBLE. THE INSURER IS NOT OBLIGATED TO PAY ANY DAMAGES AND CLAIMS EXPENSES AFTER THE LIMIT OF LIABILITY HAS BEEN EXHAUSTED BY PAYMENT OF DAMAGES AND CLAIMS EXPENSES. PLEASE REVIEW THIS POLICY CAREFULLY.**

**NOTICE TO NEW YORK APPLICANTS:** The Policy for which this Application is made, is a claims made policy. Upon termination of coverage for any reason, a 60-day automatic extension period will apply. For an additional premium, a three year optional extension period can be purchased as indicated in Item 8. of the Declarations, except as otherwise provided herein, this Policy only applies to claims first made or incidents reported during the policy period, the automatic extension period or, if applicable, the optional extension period. No coverage exists for claims made after termination of coverage and the automatic extension period unless, and to the extent, the optional extension period applies. No coverage will exist after the expiration of the automatic extension period or, if purchased, the optional extension period, which may result in a potential coverage gap if prior acts coverage is not subsequently provided by another insurer. During the first several years of a claims-made relationship, claims-made rates are comparatively lower than occurrence rates, and the Insured can expect substantial annual premium increases, independent of overall rate increases, until the claims-made relationship reaches maturity. The limit of liability available to pay damages or settlements shall be reduced and may be exhausted by claims expenses and claims expenses shall be applied to the deductible. The Insurer is not obligated to pay any damages and claims expenses after the limit of liability has been exhausted by payment of damages and claims expenses. Please read this Policy carefully.

**NOTICE TO MINNESOTA APPLICANTS:** The Policy for which this Application is made is a claims made and  
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reported policy subject to its terms. This Policy applies only to any claim first made against the Insureds during the policy period or optional extension period (if applicable) and report to the Insurer or the Insurer's agent or broker either during the policy period, within sixty (60) days after the expiration of the policy period, or during the optional extension period (if applicable). This means that only claims actually made during the policy period are covered unless coverage for an optional extension period is purchased. If an optional extension period is not made available to you, you risk having gaps in coverage when switching from one company to another. Moreover, even if such a reporting period is made available to you, you may still be personally liable for claims reported after the period expires. Claims made policies may not provide coverage for any acts, errors or omissions of the Insured, as specified in the applicable insuring clauses, committed on or after the retroactive date set forth in Item 6. of the Declarations. Rates for claims made policies are discounted in the early years of a policy, but increase steadily over time. Amounts incurred as claims expenses shall reduce and may exhaust the limit of liability and are subject to the deductible. Please read this Policy carefully.

Please fully answer all questions and submit all requested information. Terms appearing in bold face in this **Application** are defined in the Policy and have the same meaning in this **Application** as in the Policy. If you do not have a copy of the Policy, please request it from your agent or broker. This **Application**, including all materials submitted herewith, shall be held in confidence.

**FIRM INFORMATION:**

1. **Name of Applicant:** \_\_\_\_\_

2. **Address:** \_\_\_\_\_

**Street**

**City**

**State**

**Zip Code**

**Telephone**

**Fax**

**E-mail**

3. **Date Established (MM/DD/YY):** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Addresses of Branch Offices	Date Established	Percentage (%) of Applicant's Total Revenues
		%
		%
		%
		%

4. **Firm Type:** Sole Proprietorship  Partnership  Corporation  Professional Corporation  Other \_\_\_\_\_

5. During the past five (5) years, has the name of the Applicant been changed or has any other business been purchased or any merger or consolidation taken place?  Yes  No

If Yes, please give full details (including dates): \_\_\_\_\_

Staff Composition	Number of Employees
Principals, Partners, Officers and Directors	
Engineers	
Geologist/Hydrogeologist	
Industrial Hygienists	
Environmental Scientists	
Toxicologists	
Project Managers	
Field Personnel	
Other	
<b>Total # of Employees</b>	

6. How many professional employees have left the Applicant in the last twelve (12) months? \_\_\_\_\_

7. What Professional Societies & Associations does the Applicant and their professional staff belong?  
\_\_\_\_\_

8. Is the Applicant controlled or owned by any other entity or individual not employed by the Applicant?  Yes  No

If Yes, please provide details: \_\_\_\_\_

9. Does the Applicant or any of its professional staff own an interest in any other entity?  Yes  No

If Yes, please provide the following details:

Owner Name	Amount Ownership Interest	Entity Name	Relation to Applicant	Nature of Activities	Entity's Gross Revenues in Past Year
	%				\$
	%				\$

10. Does the Applicant provide professional services to any of the above entities?  Yes  No

11. Does the Applicant subcontract services from any of the above entities?  Yes  No

12. Does the Applicant provide professional services on projects in which any principal, officer, director or shareholder or an immediate family member of such person retains any ownership interest in excess of ten percent (10%)?  Yes  No

If Yes, please attach a complete description of the project, identify all individuals holding an ownership interest and include their respective amount of ownership interest.

**FINANCIAL INFORMATION:**

13. Please attach a copy of the firm's past two (2) years financial statements.

14. **Gross Revenues:** Please include amount of revenues from professional services.  
If there are abandoned projects please provide details and associated revenues.

	Fiscal Year End (MM/DD/YY)	Total Gross Revenues	Separately Insured Project Revenues
Estimate for Upcoming Policy Period	___/___/___	\$	\$
Projected for Current Policy Period	___/___/___	\$	\$
Prior Year	___/___/___	\$	\$

15. What percentage (%) of the Applicant's revenues are generated from overseas services? \_\_\_\_\_%

Please list the countries services are provided in: \_\_\_\_\_

16. What percentage (%) of the Applicant's revenues are generated from Technology Based Services? \_\_\_\_\_%

If greater than five percent (5%), please complete the Technology Supplemental Application.

17. Does the Applicant's firm collect any revenue online or otherwise engage in any e-commerce operations?

If No, check here \_\_\_\_\_. If Yes, then please complete the Technology Supplemental Application.

18. Does the Applicant's firm collect private personal information?

If No, check here \_\_\_\_\_. If Yes, then please complete the Technology Supplemental Application.

**PRACTICE INFORMATION:**

19. List of Five (5) Largest Projects in the Last Three (3) Years (or attach SF 254)

Project Name/Client: \_\_\_\_\_ Projected/Actual Gross Revenue: \_\_\_\_\_  
Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_  
Services Provided: \_\_\_\_\_

Project Name/Client: \_\_\_\_\_ Projected/Actual Gross Revenue: \_\_\_\_\_  
Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_  
Services Provided: \_\_\_\_\_

Project Name/Client: \_\_\_\_\_ Projected/Actual Gross Revenue: \_\_\_\_\_  
Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_  
Services Provided: \_\_\_\_\_

Project Name/Client: \_\_\_\_\_ Projected/Actual Gross Revenue: \_\_\_\_\_  
 Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_  
 Services Provided: \_\_\_\_\_

Project Name/Client: \_\_\_\_\_ Projected/Actual Gross Revenue: \_\_\_\_\_  
 Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_  
 Services Provided: \_\_\_\_\_

20. Please indicate the estimated gross revenue and % of work subcontracted for the following disciplines of service in which the Applicant is engaged:

<b>ENVIRONMENTAL CONSULTING OPERATIONS</b>	<b>Est. Gross Revenue</b>	<b>% Subcontracted</b>
Air Quality Testing		
Asbestos/Lead Assessment, Remedial Design & Monitoring		
Mold Assessment, Remedial Design & Monitoring		
Construction or Project Management		
Decommissioning Design for Radioactive & Nuclear Facilities		
Health & Safety Training, OSHA Compliance		
Lab Analysis		
Phase I – Environmental Risk Assessments		
Phase II – Environmental Site Assessments		
Phase III – Remedial Investigation, Design & Feasibility Studies		
Regulatory Consulting – Permitting & Compliance Audits		
Tank System Design & Testing		
Waste Arranging & Brokering		
Other Environmental Consulting		
<b>Total Environmental Consulting Revenue</b>		

<b>ENVIRONMENTAL CONTRACTING OPERATIONS</b>	<b>Est. Gross Revenue</b>	<b>% Subcontracted</b>
Asbestos/Lead Abatement		
Mold Abatement		
Barrier/Liner Construction		
Construction or Project Management		
Dredging (Remedial)		
Emergency Response Services		
Groundwater/Soil Sampling		
Hazardous Materials Soil/Groundwater Cleanup		
Landfill Construction/Expansion/Capping		
PCB Removal		
UST Installation/Removal & Maintenance		
AST Installation/Removal & Maintenance		
Waste Hauling/Lab Packing		
Other Environmental Contracting		
<b>Total Environmental Contracting</b>		

<b>NON-ENVIRONMENTAL CONSULTING OPERATIONS</b>	<b>Est. Gross Revenue</b>	<b>% Subcontracted</b>
Civil Engineering		
Geotechnical Engineering		
Heating, Ventilation, AC Design		
Landscape Design		
Transportation Engineering		
Structural Engineering		
Mechanical Engineering		
Architectural Services		
Process Engineering		
Planning Services		
Surveying Services		
Construction Management		
Construction Monitoring		
AE Lead Design/Build		

Other Non-Environmental Engineering/Consulting		
<b>Total Non-Environmental Consulting Revenue</b>		
<b>NON-ENVIRONMENTAL CONTRACTING OPERATIONS</b>		
	<b>Est. Gross Revenue</b>	<b>% Subcontracted</b>
Excavation/Grading		
Carpentry/Framing		
HVAC/Mechanical/Industrial		
Street/Road Paving		
Drilling		
General Commercial or Residential		
Civil/Industrial Construction		
Electrical		
Utility Work		
Heavy Highway/Bridge		
Demolition/Renovation		
Construction Management		
Masonry/Concrete		
Restoration Contractor (Fire/Water Damage)		
Roofing/Insulation		
Operation and Maintenance for Others		
Plumbing		
Oil and Gas Contracting		
Alternative Energy Contracting		
Steel Erection		
Paintings/Coatings Application		
Pesticide/Herbicide/Fertilizer Application & Landscaping		
Construction Lead Design/Build		
Other Non-Environmental Contracting		
<b>Total Non-Environmental Contracting</b>		

<b>Product Design &amp; Sale With &amp; Without Installation</b>	<b>Est. Gross Revenue</b>	<b>% Subcontracted</b>
Product Design and/or Sold with Installation Describe:		
Product Design and/or Sold without Installation Describe:		
<b>Total Product Design/Sale Revenue</b>		

21. Please indicate the approximate percentage (%) of revenues derived from the following project types:  
(Total Must Equal 100%)

<b>INDUSTRIAL</b>	<b>% REVENUES</b>	<b>INFRASTRUCTURE</b>	<b>% REVENUES</b>
Manufacturing/Chemical Plants	%	Airport Runways	%
Petrochemical/Refineries	%	Street/Road	%
Natural Gas Pipelines	%	Bridges/Tunnels	%
Petrochemical Pipelines	%	Harbors/Piers/Ports/Dams	%
Other Pipelines	%	Offshore Marine	%
Wastewater Sewage Plants	%	Landfills/Disposal Facilities	%
Potable Water Systems	%	Mass Transit/Railroad	%
Power Plants (non-nuclear)	%	Transformers	%
Other (describe):	%	Nuclear Facilities	%
		Other (describe)	%
<b>RESIDENTAL/HABITATIONAL</b>		<b>COMMERCIAL/PUBLIC</b>	
Apartment	%	Shopping Centers	%

Single Family Home	%	Offices/Warehouses	%
Condos/Townhouses	%	Parking Structures	%
Nursing Homes	%	Churches	%
Prison/Correctional Facilities	%	Sports/Convention	%
Dormitories	%	Schools/Colleges	%
Other (describe):	%	Hospitals	%
		Airport Terminals	%
		Hotels/Motels	%
		Other (describe)	%
<b>MUNICIPAL/GOVERNMENTAL</b>			
EPA/DEP (Federal/State)	%		
Homeland Security	%		
DOD/DOE (Federal)	%		
State/Local	%		
Other (describe):	%		

22. What percentage (%) of the Applicant's professional services are provided using the following project delivery methods:

DELIVERY METHOD	% REVENUES
Design/Bid/Build	
Design/Build – Contractor Led	
Design/Build – Designer Led	
Fast Track ( <i>attach details</i> )	
Engineer/Procure/Construct (EPC)	

23. Does the Applicant or any subsidiary, parent or otherwise related entity engage in actual construction, erection, manufacturing, fabrication or real estate development?  Yes  No

If Yes, please give details: \_\_\_\_\_

24. What percentage (%) of the Applicant's professional services are attributable to the following types of clients:

PRIVATE SECTOR	% Revenues	PUBLIC SECTOR	% Revenues	FOREIGN	% Revenues
Contractors	%	Local Government	%	Private Owner	%
Design Professionals	%	State Government	%	Governmental	%
Developers	%	Federal Government	%	Design Professionals	%
Owners	%	Other (describe)	%	Other (describe)	%
Other (describe)	%				

25. What percentage (%) of Applicant's work is derived from repeat clients? \_\_\_\_\_%

26. Does the Applicant work with other firms in joint ventures?  Yes  No

If Yes, please provide the following information:

Joint Venture Name	Project Name	Joint Venture Partners	Applicant's % Interest	Services Provided	Separately Insured
					<input type="checkbox"/> Yes <input type="checkbox"/> No

**RISK MANAGEMENT:**

27. Does the Applicant have a written in-house quality control procedure?  Yes  No

28. Do client deliverables undergo an internal peer review?  Yes  No

If Yes, please describe: \_\_\_\_\_

29. Does the Applicant perform project file audits on a routine basis?  Yes  No

If Yes, please describe: \_\_\_\_\_

30. Has the Applicant participated in a peer review program?  Yes  No

If Yes, please describe and provide the date(s) of the review: \_\_\_\_\_

31. What percentage (%) of the Applicants' professional services are performed under the following contract types:

- Professional Association Contract \_\_\_\_\_%
- Firm's Standard Agreement \_\_\_\_\_%
- Firm's Letter Agreement \_\_\_\_\_%
- Client Drafted Agreement \_\_\_\_\_%
- Purchase Orders \_\_\_\_\_%
- Verbal Agreements \_\_\_\_\_%

32. Are all non-standard agreements reviewed by Applicant's legal counsel or insurance broker before they are executed?  Yes  No

Please explain: \_\_\_\_\_

33. What percentage (%) of the Applicant's contracts include a waiver of consequential damages? \_\_\_\_\_%

34. What percentage (%) of Applicant's contracts use limitation of liability provisions, where the firm's liability is limited to:

- A specific dollar amount which is less than the Applicants' insurance limit? \_\_\_\_\_%
- A specific dollar amount equal to the Applicants' insurance limit? \_\_\_\_\_%
- Other, please explain: \_\_\_\_\_

35. Does the Applicant require a signed contract before a project number is assigned or services begin?  Yes  No

Please explain: \_\_\_\_\_

36. Does the Applicant have:

- An in-house continuing education program for professional employees?  Yes  No
- Procedures to evaluate and screen potential new clients?  Yes  No
- Procedures for monitoring and collecting outstanding fees?  Yes  No

37. Does Applicant subcontract services?  Yes  No



- What percentage (%) of the Applicant's subconsultants/contractors are insured for professional liability and/or pollution liability: \_\_\_\_\_%
- Type of work subcontracted? \_\_\_\_\_
- Is evidence of insurance required from consultants/contractors?  Yes  No
- Are certificates annually updated for each consultant/contractor?  Yes  No

38. Does Applicant have formal safety practices?  Yes  No

- A written procedure for avoiding underground hazards?  Yes  No
- A written Employee Health and Safety Plan?  Yes  No
- A written Medical Monitoring Program?  Yes  No
- A written procedure for following EPA, ASTM or other procedures?  Yes  No

39. Please describe additional risk management procedures and processes that are utilized to manage risk:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CURRENT INSURANCE INFORMATION:**

40. Please provide a copy of the Applicants' current policy for which coverage is being requested and provide the following details regarding the Applicant's Professional Liability, Pollution Legal and General Liability Insurance Coverage for the last five (5) years beginning with the most current year:

**Professional Liability:**

Policy Period	Insurance Company	Coverage Limits	Deductible / Retention	Premium
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$

Retroactive Date: \_\_\_\_\_

**Contractors Pollution Liability:**

Policy Period	Insurance Company	Occurrence or Claims Made	Coverage Limits	Deductible / Retention	Premium
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$

			\$	\$	\$
			\$	\$	\$

Retroactive Date: \_\_\_\_\_

**General Liability:**

Policy Period	Insurance Company	Occurrence or Claims Made	Coverage Limits	Deductible / Retention	Premium
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$

Retroactive Date: \_\_\_\_\_

**ENVIRONMENTAL LIABILITY INFORMATION**

41. Does Applicant want their quote to include the following environmental liability enhancements (Transported Cargo, Insured Organization Location, Nonowned Disposal)?  Yes  No

**If Yes, complete the following:**

**Pollution Conditions Resulting From Transported Cargo Coverage**

- Identify the waste or hazardous materials being transported and the manner in which it is hauled (Bulk, Container, Roll Off, etc.): \_\_\_\_\_
- Is waste or hazardous materials transported directly by the Applicant?  Yes  No
- If Yes, what percentage of materials transported? \_\_\_\_\_%
- Does the Applicant verify that the contract/common carrier is permitted/approved to transport waste or hazardous material cargo?  Yes  No
- Does the Applicant verify the contract/common carrier has adequate insurance, including both an MCS-90 and pollution endorsement?  Yes  No

**Insured Organization Location Pollution Coverage**

Location:	
Describe	

Operations / Activities Performed at this Location:							
Does the Applicant store any hazardous or bulk materials at this property (other than in tanks schedule below)? If yes, please elaborate.						Yes <input type="checkbox"/>	No <input type="checkbox"/>
Has the Applicant had any historic environmental issues at this property? If yes, please elaborate.						Yes <input type="checkbox"/>	No <input type="checkbox"/>
Tank Information							
AST	UST	Size	Content	Tank Construction Material	Age	Last Test Date	Containment
<input type="checkbox"/>	<input type="checkbox"/>						
<input type="checkbox"/>	<input type="checkbox"/>						

\*To request coverage for additional owned locations, please attach additional sheets as needed

**Pollution Condition at a Non-Owned Disposal Site**

- Identify the waste the applicant is disposing at a non-owned disposal site:  
\_\_\_\_\_
- Does the Applicant take title to any waste at any time?  Yes  No
- Does the Applicant select or recommend the disposal location on behalf of a client?  Yes  No  
If Yes
- Does the Applicant verify the disposal facility is permitted and/or licensed to accept the waste?  Yes  No
- Does the Applicant verify that the disposal facility is insured for environmental damages, including all closure/post-closure obligations?  Yes  No

**TECHNOLOGY INFORMATION**

For any online service Applicant operates or for any website content Applicant posts:

42. Does Applicant have a qualified attorney review all content prior to posting?  Yes  No

If Yes, does the review include screening the content for the following?

- Copyright Infringement  Yes  No
- Trademark Infringement  Yes  No
- Invasion of Privacy  Yes  No

Please check if Applicant does not have online service or website.

43. Does Applicant have a policy for removing controversial material (libelous, slanderous, etc) from Applicant's websites or any online services?  Yes  No  N/A

44. Does Applicant have a policy for removing infringing material (copyright, trademark, etc) from websites or any online services?  Yes  No  N/A

45. Has Applicant ever received a complaint or cease or desist concerning the content of Applicant's website, online service or any publications created or distributed by the Applicant (libelous, slanderous, copyright, trademark, etc)?  Yes  No  N/A

If Yes, how did the Applicant respond to such complaints and in what time frame?  
\_\_\_\_\_

**Computer Systems Controls**

46. Has the Applicant suffered any known intrusions (i.e., unauthorized access) of its Computer Systems in the most recent past twelve (12) months?  Yes  No  N/A

If Yes, please describe such intrusions and any damage that resulted:

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### COMMERCIAL GENERAL LIABILITY INFORMATION

47. Does Applicant want their quote to include the Commercial General Liability coverage?  Yes  No

**If Yes, complete the following:**

- Has any previous General Liability or similar coverage been nonrenewed or cancelled by any insurer?  Yes  No  
If Yes, describe reason for: \_\_\_\_\_
  - Does the Applicant have a separate Automobile insurance policy that provides hired and nonowned auto coverage?  Yes  No
  - Does the Applicant perform any operations/services in a monopolistic state required Employers Liability (Stop Gap) coverage?  Yes  No  
If Yes, list monopolistic states where operations/services are to be performed: \_\_\_\_\_
- 
- Does the Applicant want Employers Liability (Stop Gap) coverage included?  Yes  No  
If Yes, what is the Applicants Worker's Compensation premium? \_\_\_\_\_
  - Does the Applicant want Employee Benefits Liability coverage included?  Yes  No

### CLAIM AND CIRCUMSTANCE INFORMATION:

48. Please attach a current copy of carrier loss runs for the past ten (5) years.
49. Have any of the Applicant's principals, partners, directors or officers ever been subject to disciplinary action by authorities as a result of their professional activities?  Yes  No

If Yes, please provide details: \_\_\_\_\_

**MISSOURI APPLICANTS: DO NOT ANSWER QUESTION 50.**

50. Has any application for Architects and Engineers Professional Liability Insurance made on behalf of the firm, any predecessors in business or present partners in a prior firm ever been declined or has the insurance ever been canceled or renewal refused?  Yes  No

If Yes, please give details: \_\_\_\_\_

51. Has any claim or legal action been brought against the Applicant, its predecessor(s) or any past principal, partner, director, or officer in the past ten (10) years?  Yes  No

If Yes, please attach details stating:

- a. Date when claim was made;
- b. Date the alleged act, error or omission giving rise to the claim was committed;
- c. Claimant and project name;
- d. Allegations / nature of the claim;
- e. Amount of damages sought;
- f. Legal expenses incurred and reserved;

- g. Damages paid and/or reserved; and
- h. Status (open / closed).

52. After inquiry, is the Applicant, its predecessor(s) or any other person or entity for which coverage is requested aware of any act, error, omission or circumstance (including, but not limited to any unresolved job dispute, fee disputes or accident) which may possibly result in a claim being made against them?  Yes  No

If Yes, please attach details stating:

- a. Project name;
- b. Potential claimants;
- c. Allegations / nature of the dispute; and
- d. Extent of damages or injury sustained.

53. Please describe all corrective action(s) the Applicant has undertaken to improve claim history:

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The undersigned declares that the statements set forth herein are true. For New Hampshire Applicants, the foregoing statement is limited to the best of the undersigned's knowledge, after reasonable inquiry. The signing of this Application does not bind the undersigned to complete the insurance. It is represented that the statements contained in this Application and the materials submitted herewith are the basis of the contract should a policy be issued and have been relied upon the Insurer in issuing any policy. The Insurer is authorized to make any investigation and inquiry in connection with this Application as it deems necessary. Nothing contained herein or incorporated herein by reference shall constitute notice of a claim or potential claim so as to trigger coverage under any contract of insurance.

This Application and materials submitted with it shall be retained on file with the Insurer and shall be deemed attached to and become part of the policy if issued. For North Carolina, Utah and Wisconsin and Applicants, such Application and materials are part of the policy, if issued, only if attached at issuance.

It is agreed in the event there is any material change in the answers to the questions contained in this Application prior to the effective date of the policy, the Applicant will immediately notify the Insurer in writing and any outstanding quotations may be modified or withdrawn at the Insurer's discretion.

#### FRAUD WARNINGS

**ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT (S)HE IS FACILITATING A FRAUD AGAINST THE UNDERWRITER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT MAY BE GUILTY OF INSURANCE FRAUD.**

**NOTICE TO COLORADO APPLICANTS:** IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE, AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES.

**NOTICE TO DISTRICT OF COLUMBIA APPLICANTS:** WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

**NOTICE TO FLORIDA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY IN THE THIRD DEGREE.

**NOTICE TO LOUISIANA AND MARYLAND APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY AND WILLFULLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

**NOTICE TO MAINE, TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

**NOTICE TO OKLAHOMA APPLICANTS:** ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

**NOTICE TO PENNSYLVANIA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

**NOTICE TO NEW YORK AND KENTUCKY APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIMS CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND NEW YORK APPLICANTS SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_  
(Owner, Partner, Authorized Officer)

Title: \_\_\_\_\_

If this **Application** is completed in Florida, please provide the Insurance Agent's name and license number as designated. If this **Application** is completed in Iowa or New Hampshire, please provide the Insurance Agent's name and signature only.

\_\_\_\_\_  
Name of Insurance Agent

\_\_\_\_\_  
License Identification No.

\_\_\_\_\_  
Authorized Representative

If this **Application** is completed in Wisconsin, please note the following:

- *If this Policy is cancelled by the Named Insured, the Insurer shall retain the customary short rate portion of the premium hereon. If this Policy is cancelled by the Insurer, the Insurer shall retain the pro rata portion of the premium hereon. Payment or tender of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of cancellation.*

- *As a condition precedent to the right to purchase the **Optional Extension Period**, the total premium for this Policy must have been paid. The right to purchase the **Optional Extension Period** shall terminate unless written notice together with full payment of the premium for the **Optional Extension Period** is given to the Insurer within sixty (60) days after the effective date of cancellation or nonrenewal. If such notice and premium payment is not so given to the Insurer, there shall be no right to purchase the **Optional Extension Period**.*
- *In the event of the purchase of the **Optional Extension Period**, the entire premium for the **Optional Extension Period** shall be deemed earned at its commencement.*
- *If during the **Policy Period** the Named Insured consolidates or merges with another entity such that the Named Insured is not the surviving entity, is acquired by another entity, or sells substantially all of its assets to any other entity, then coverage under this Policy shall not apply to acts, errors or omissions or **Pollution Conditions** committed or arising subsequent to such consolidation, merger or acquisition and the Insurer shall retain the total premium for this Policy, such total premium to be deemed earned at the date of such consolidation, merger or acquisition. The Named Insured shall provide written notice of such consolidation, merger or acquisition to the Insurer as soon as practicable, together with such information as the Insurer may require.*