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P.O. Box 4439 Sandy, UT 84091
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**ALTERNATIVE
DISPUTE
RESOLUTION**

A. General Information

Proposed Effective Date: _____

Applicant's Business Name: _____

Applicant's Mailing Address: _____

City: _____ State: _____ Zip: _____

E-Mail: _____ County: _____

Business Telephone Number: _____ Fax: _____

Contact Person: _____

Physical Location of Business (if different): _____

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: _____

Producer Name: _____ Producer Phone Number: _____

Producer Email: _____

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 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: _____

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 Act/Aggregate OR Per Person/Per Act/Aggregate

| | | | |
|-----------------------|-----------------------|-----------------------|---------------------------------|
| <input type="radio"/> | \$50,000/\$100,000 | <input type="radio"/> | \$25,000/\$50,000/\$100,000 |
| <input type="radio"/> | \$150,000/\$300,000 | <input type="radio"/> | \$75,000/\$150,000/\$300,000 |
| <input type="radio"/> | \$250,000/\$1,000,000 | <input type="radio"/> | \$100,000/\$250,000/\$1,000,000 |
| <input type="radio"/> | \$500,000/\$1,000,000 | <input type="radio"/> | \$250,000/\$500,000/\$1,000,000 |
| <input type="radio"/> | Other: _____ | <input type="radio"/> | Other: _____ |

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

E. Business Activities

1. List the name, address, telephone number and website of any law firms or ADR businesses with which the applicant is affiliated:

2. If the applicant is affiliated with a law firm or ADR related business, specify the number of practitioners:

3. Please list the average number of hours per week the applicant spends performing ADR related services:

4. Estimate the average number of ADR matters currently handled by the applicant each month: _____

5. Specify all professional licensures and certifications issued to the applicant, including the state of issuance and the status of each license and/or certification:

6. Have you ever been professionally disciplined or have any of the applicant's professional licenses or certifications ever been revoked or suspended (if so, specify dates and circumstances): Yes No

7. Have you ever been sued for professional malpractice (if so, specify dates and circumstances): Yes No

8. Does the applicant publish any materials for limited or general distribution? Yes No

9. Provide % of your work done in the following areas:

| % | Type | % | Type |
|---|------------------------|---|--|
| | Family Law – Divorce | | Family Law – Child Custody & Parenting Plans |
| | Personal Injury | | Labor and Employment |
| | Commercial Law | | Healthcare & Eldercare |
| | Professional Liability | | Probate & Estates |
| | Intellectual Property | | Real Estate & Construction |
| | Environmental | | Contracts |

10. Provide a % of the source of your revenues:

| % | Type | % | Type |
|---|-----------------------------|---|-----------------------------------|
| | Arbitration | | Mediation |
| | Mediation Training Services | | Other (Please describe): _____ |
| | Commercial Law | | Healthcare & Eldercare |
| | Professional Liability | | Probate & Estates |
| | Intellectual Property | | Real Estate & Construction |
| | Environmental | | Contracts |

11. Provide % of style with which you operate:

| % | Style |
|---|----------------|
| | Evaluative |
| | Transformative |
| | Facilitative |

12. Who is responsible for enforcing or monitoring a party's compliance with any plan of restitution or settlement resulting from arbitration or mediation? _____

13. Has the applicant conducted any services outside of the US, its territories, or possessions, or Canada?
 Yes No

14. Has the applicant provided services to any employee benefit plans, including any pension plans, or are there any plans to do so?
 Yes No

15. Has the applicant provided services to any bank, savings and loan, or other financial institution or are there any plans to do so?
 Yes No

16. Does the applicant, including any employee, director, officer or partner of the applicant serve on the board of directors of any client?
 Yes No

17. Does the applicant use a written contract with clients?
 Yes No

If so, how often? _____

18. Is any work subcontracted to others?
 Yes No

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