



8722 S. Harrison St. Sandy, UT 84070  
P.O. Box 4439 Sandy, UT 84091  
877-678-7342 • Fax 800-478-9880

### TAIL OR RETRO COVERAGE

#### 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 No.: \_\_\_\_\_ Producer's Name: \_\_\_\_\_

Producer's E-mail: \_\_\_\_\_

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

Is this a new business?  Yes  No If no, how many years have you been in business? \_\_\_\_\_

Applicant is:  Individual  Corporation  Partnership  Joint Venture

Other (please describe): \_\_\_\_\_

Annual Payroll: \$ \_\_\_\_\_

Total Number of Employees: \_\_\_\_\_ Full-Time: \_\_\_\_\_ Part-Time: \_\_\_\_\_

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 or related person or entity ever had a claim?  Yes  No
- Completed Claims and Loss History form attached (REQUIRED)?  Yes  No
- 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. Desired Insurance**

**Limit of Liability:**

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

**D. Business Activities**

1. If you are a sole practitioner, you must provide the name, address and telephone number of the person who would be responsible for your affairs if you were absent for an extended period of time (i.e., vacation, illness, etc.)

\_\_\_\_\_

\_\_\_\_\_

2. a) How many partners or officers have joined the firm during the past 3 years? \_\_\_\_\_

b) How many partners or officers have left the firm during the past 3 years? \_\_\_\_\_

Has the Applicant, predecessors in business, or any other person for whom coverage is requested, had any Insurance accepted only on special terms?  Yes  No

If YES, please explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Has the Applicant or any predecessor in business ever purchased an extended reporting period endorsement under a prior policy, which extended the claim-reporting period of such policy following its cancellation or non-renewal?  Yes  No

If YES, please provide the name of the insurance company, Limits of Liability, and period of extended reporting: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Does the Applicant perform any services for any client in which any member of the business or their relatives own any equity or financial interest or serves as an officer, director, trustee, or partner?  Yes  No

If YES, provide details that include the name of the client, nature of business, percentage of equity interest, the nature of the relationship, gross fees for the last fiscal year and the nature of services performed.

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5. Does the Applicant wholly or partly own, operate, manage, control or serve as a director, officer, partner or employee of any other enterprise? Or is the member wholly or partly owned, operated, managed, or controlled by any other enterprise?  Yes  No

If YES, provide details of the enterprise and the relationship: \_\_\_\_\_

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6. Insurance coverage is being requested for:

One year Prior Acts, or Retro coverage;

Two year Prior Acts, or Retro coverage;

One year Extended Reporting Period;

Two year Extended Reporting Period;

Other: \_\_\_\_\_

7. a) Is it the Company or Firm's standard practice to use engagement letters when agreeing to represent a client or provide any services?  Yes  No

b) Is it the Company or Firm's standards practice to use non-engagement letters when refusing to represent a client or provide any services?  Yes  No

c) Is it the Company or Firm's standard practice to outline the firm's billing policy and procedure when agreeing to represent a client or provide any services?  Yes  No

8. After inquiry, has the Applicant, predecessors in business, or any other person for whom insurance is requested ever been refused admission to practice or be licensed, suspended from doing business, or sanctioned or disciplined by any court or administrative agency?  Yes  No

If YES, attach a statement providing details. \_\_\_\_\_

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9. After inquiry, have any claims involving your services ever been made against the Applicant, predecessors in business, or any other person for whom coverage is requested?  Yes  No  
If YES, complete attached Supplemental Claim Information form providing full details for each incident.

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10. After inquiry, is the Applicant, predecessors in business, or any other persons for whom coverage is requested aware of wrongful any act, error, omission, or circumstance which may possibly result in a claim being made against them?  Yes  No  
If YES, complete attached Supplemental Claim Information form providing full details for each incident.

11. After inquiry, has the Applicant, predecessors in business, or any other person for whom coverage is requested ever reported a potential claim to an insurance company?  Yes  No  
If YES, attach a completed Supplemental Claim form providing full details for each reported incident.
12. Does the Applicant have a policy and procedure with respect to actions for fees or monies due?  Yes  No

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

13. Has the Applicant filed any suit for the collection of fees or monies due during the past five years?  Yes  No  
If YES, attach a statement providing details on a separate sheet.
14. Does the company or firm use written fee agreements, retainers and service agreements, signed by the client for all its engagements to provide services?  Yes  No
15. Do engagement letters:
- a) Describe the services to be provided and the facts, circumstances and transactions that constitute services to be rendered?  Yes  No
  - b) Specifically identify the client and stipulate that the engagement excludes representation of other persons or entities?  Yes  No
  - c) Contain a specific description of the company or firm's obligations and the client's expectations in light of the service to be provided by your company or firm?  Yes  No
16. Does the company or firm use non-representative letters to decline new matters or new services requested by existing clients and declination letters for prospective clients that make inquiry?  Yes  No
17. Does the company or firm use letters or agreements to document completion or termination of client relationships other than just a bill?  Yes  No
18. During the past three years, has any company ever cancelled, declined, or refused to renew similar insurance for the applicant?  Yes  No

If YES, please explain: \_\_\_\_\_

19. Previous Insurer: Indicate premium and losses for the past three years. Describe all losses.

YEAR	COMPANY DESCRIPTION	POL. #	PREMIUM	LOSSES PAID	LOSSES RESERVED

**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