

## **CANNABIS COMMERCIAL PACKAGE APPLICATION**

General information Policy Effective Date First Name Insured: Doing Business As: Address Line 1 Address Line 2 City State	
State	
Zip	
Website:	

#### Business type

- □ Corporation
- 🗆 LLC
- □ Joint Venture
- □ Sole Proprietor
- □ Partnership

#### **Description of Operations**

Description of Operations (select multiple)					
Retailers & Dispensaries Cultivators/Growers/Processors					
Non Storefront Delivery to Home		Distributors & Transporters			
Tobacco & Smoke Shops		Manufacturers			

In	Industries (select multiple)			
	Adult Use / Recreational			
Medical Cannabis				
	Medical & Adult Use / Recreational			
	Other:			



## **COVERAGE SELECTION**

### General Liability (Including or Excluding Products) Limit Combination Options

### □ Check to Exclude Products

General Aggregate Each Occurrence (Bodily Injury & Property Damage)	Option 1 \$1,000,000 \$1,000,000	Option 2 \$2,000,000 \$1,000,000
Personal & Advertising Injury	\$1,000,000	\$1,000,000
Product & Completed Operations Aggregate Medical Expenses	\$1,000,000 \$5,000	\$2,000,000 \$5,000
Damage to Rented Premises	\$100,000	\$100,000
Hired & Non-owned Auto Liability (excess) - *Sub-Limit Endorsement* Retro date (if applicable)	\$1,000,000	

### **Property Section**

Loc #	Bldg #	Bldg TIV	Tenant Improvements	Manufacturing Equipment	Indoor Grow Equip/Tools	Bus Personal Property	Business Income Ext. Exp.	Finished Stock	Ded.

Location #	Building #	Building Ordinance A	Building Ordinance B	Building Ordinance C

Seeds	\$ Total value
Immature Seedlings	\$ Total value
Vegetative Plants	\$ Total value
Flowering Plants	\$ Total value
Mother Plants	\$ Total value
Harvested Plants	\$ Total value
Finished Stock	\$ Total value



Property Enha	Property Enhancement Coverage Options					
Coverage*		Limit Options	Deductible Options			
Accounts	Coverage against losses incurred by a	\$10,000 Aggregate	□ \$500 per claim			
Receivable	company when they are unable to collect from customers that owe the business	\$25,000 Aggregate	🗆 \$1000 per claim			
	money.	\$50,000 Aggregate	□ \$2500 per claim			
		\$100,000 Aggregate	□ \$5,000 per claim			
Employee	Coverage against employee theft of	\$10,000 Aggregate	□ \$500 per claim			
Dishonesty	money, securities, or property.	\$25,000 Aggregate	□ \$1000 per claim			
		\$50,000 Aggregate	□ \$2500 per claim			
		\$100,000 Aggregate	□ \$5,000 per claim			
Outdoor Property	Coverage against loss or damage to	\$10,000 Aggregate	□ \$500 per claim			
<ul> <li>Fences, Signs,</li> <li>Antennas,</li> </ul>	outdoor fences, radio, and television antennas (including satellite dishes) and outdoor signs.	\$25,000 Aggregate	□ \$1000 per claim			
Satellite Dishes		\$50,000 Aggregate	$\square$ \$2500 per claim			
		\$100,000 Aggregate	□ \$5,000 per claim			
Outdoor Property	Coverage against loss or damage to your trees, shrubs, and plants (other than "stock" of trees, shrubs, plants or "cannabis").	□ \$500 each	No Deductible			
– Trees, Shrubs, Plants Other than Cannabis		\$2,500 aggregate				
Money &	Coverage that protects against losses	\$10,000 Aggregate	□ \$500 per claim			
Securities	from the theft, disappearance or destruction of money or securities used	\$25,000 Aggregate	🗆 \$1000 per claim			
	in your business while at a bank or savings institution, at the described	\$50,000 Aggregate	$\square$ \$2500 per claim			
	premises or in transit between any of these places.	\$100,000 Aggregate	□ \$5,000 per claim			
Personal Effects	Coverage that protects against damage	□ \$2,500 item max	□ \$500 per claim			
and Property of Others	or loss of personal effects or property belonging to others, while in your care, custody, or control.	□ \$30,000 aggregate				
Property in	Coverage that protects your personal	□ \$5,000 each	□ \$500 per claim			
Transit	property (other than property in the care, custody, or control of your	conveyance	$\square$ \$1000 per claim			
	salespersons) in transit.	\$30,000 aggregate				

Robbery and Safe	Coverage that protects against the loss	\$10,000 Aggregate	□ \$500 per claim
Burglary	of Business personal property, (excluding money and securities) from robbery or	\$25,000 Aggregate	\$1000 per claim
	safe burglary.	\$50,000 Aggregate	🗆 \$2500 per claim
		\$100,000 Aggregate	□ \$5,000 per claim
Spoilage	Coverage for loss of perishable stock that	\$10,000 Aggregate	□ \$500 per claim
	are stored at the premises of the insured property.	\$25,000 Aggregate	\$1000 per claim
	property.	\$50,000 Aggregate	□ \$2500 per claim
		\$100,000 Aggregate	□ \$5,000 per claim
Tenant Glass	Coverage for direct physical loss of or	\$35,000 Aggregate	□ \$500 per claim
Fixtures and Permanently	damage to "building property" meaning the building glass, building fixtures, and permanently installed machinery and equipment.		□ \$1000 per claim
Installed			□ \$2500 per claim
Machinery and			□ \$5,000 per claim
Equipment			
Valuable Papers	Coverage that pays the cost to replace or	\$35,000 Aggregate	\$500 per claim
(other than electronic data)	restore the lost information on valuable papers and records for which duplicates		\$1000 per claim
	do not exist.		□ \$2500 per claim
			□ \$5,000 per claim
Back-Up Sewage	Coverage that pays for direct physical	\$10,000 Aggregate	□ \$500 per claim
	loss or damage from water that backs up	\$25,000 Aggregate	\$1000 per claim
	through or overflows from a sewer or drain or overflows from a sump.		□ \$2500 per claim
			□ \$5,000 per claim
Outdoor Cannabis	Outdoor Cannabis or Hemp Plants	\$1,000 per plant	□ \$500 per claim
or Hemp Plants		\$10,000 aggregate	🗆 \$1000 per claim

\*Please note that this coverage is on a per location bases.



	rties / Locations on 1, building 1	eck here if same as maili	ing address		
A Ci Si Zi N Co	ddress Line 1 ddress Line 2 ity tate p umber of Stories? onstruction Type? otal square footage of this loca	ntion 7			
1.	What operations occur at this	s location?			
	<ul> <li>Retail Cannabis/CBD/He</li> <li>Storefront delivery</li> <li>Non store front delivery</li> </ul>		<ul> <li>Cultivation</li> <li>Distribution/1</li> <li>Manufacturin</li> </ul>		
2.	Does this location do delivery	y to customers?			🗆 Yes 🗆 No
3.	If Cultivation - type?				
	🗆 Indoor 🗆 Outd	loor			
4.	If Extraction - type?				
5.	□ No Extraction □ Nor	n-Combustible Extractior	n 🛛 Combusti	ble Extraction	
6.	What are the total retail sale	s at this location?		\$	
7.	What is the total retail (non-	storefront) sales at this	location?	\$	
8.	What are the total tobacco sa	ales at this location?		\$	
9.	What is the total cultivator/g	rower/processor sales a	t this location?	\$	
10.	What is the total distributor/	transporter sales at this	location?	\$	
11.	What are the total manufactu	uring sales at this location	on?	\$	
12.	Has the first named insured	been in business for less	than a year?		🗆 Yes 🗆 No
13.	Do any locations have securi	ty guards present?			🗆 Yes 🗆 No
14.	Do you have additional name	ed insureds?			🗆 Yes 🗆 No
Le D Ac Ac	onal Named Insureds egal Business Name: oing Business As: ddress Line 1 ddress Line 2				

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State Zip Website:



# Business type

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- D Partnership

Inspections Contact:         First Name:	
15. Does the applicant hold an active cannabis, CBD/hemp license and comply wit governing cannabis operations?	th all state and local laws □ Yes □ No
Please enter the cannabis, CBD/hemp license number:	
16. Is the insured a subsidiary for another entity for which coverage is not reques	ited? 🛛 Yes 🗆 No
Name of Parent Company	
Description of Operations	
17. Are the parent company's operations insurance covered elsewhere? 18. Does the applicant have other business ventures for which coverage is not rec	
Business Name	
Description of Operations	
19. Are the other venture's operations insurance covered elsewhere?	🗆 Yes 🗆 No
20. Do operations include any towing or hauling for hire, livery, or rideshare?	□Yes □No
21. Are any locations on tribal lands?	□Yes □No
22. Is the applicant aware of any past or current pesticide issues that would resul	t in a loss or claim?
	□Yes □No
23. Are there any firearms at any location that is owned or operated by the applic	ant? □Yes □No
24. Does the insured maintain records of passing test results for cannabis/CBD pr	oducts sold?
	🗆 Yes 🗖 No
25. Is the testing of products done by a licensed 3rd party?	□ Yes □No
26. What form of pest prevention is the applicant using? (select all that apply)	
🗆 Pesticide 🗆 Organic 🗆 Other 🗆 N/A	
27. Is any equipment used rented to others who are not the named insured?	□Yes □No
28. Will your operation include the extraction of cannabis oils or the manufacture	of any concentrates?
	□ Yes □ No



29. If yes, what type of extraction methods will be used? (select all that apply):

		Butane		Propane	
		Hexane		CO2	
		Water		Alcohol	
30.	Does	the applicant have a maintenance agreemen	t in pl	ace with a 3rd party?	🗆 Yes 🗆 No
31.	Does	the applicant have an operational back-up ge	enerat	or?	🗆 Yes 🗆 No
32.	Does	the system have emergency relief valves to	releas	e accumulated pressure?	🗆 Yes 🗆 No
33.	Are a	Il emergency relief values piped to the outsid	e of tl	ne building?	🗆 Yes 🗆 No
34.	Does	the facility incorporate CO2 concentration me	onitor	5?	🗆 Yes 🗆 No
35.	Does	the applicant keep accurate business invento	ory rec	ords and retain them for th	ne duration of statu
	of lim	nitations as set by their state?			🗆 Yes 🗆 No
36.	Is the	e building under 25 years old or if not, does it	: have	a fully updated electrical,	plumbing, heating
	and v	ventilation, and air conditioning (HVAV)?			🗆 Yes 🗆 No
37.	Are a	Il lighting fixtures and apparatus used in acco	ordanc	e to its intended original de	esign and UL
	listed	?			🗆 Yes 🗆 No
38.	Does	the applicant have lock boxes that are bolted	l to al	l vehicles that transport pro	operty and/or mon
	and s	ecurities?			🗆 Yes 🗆 No
39.	Do th	e vehicles that transport the applicant's prop	erty a	nd/or money and securities	from the schedule
	prem	ises have an active alarm system with LoJack	c or ot	her tracking services?	□Yes □No
40.	Does	the applicant deliver any marijuana/cannabis	s prod	ucts directly to the consum	er?
					🗆 Yes 🗆 No
41.	Are d	rivers allowed to take any cannabis inventory	/ and/	or money home?	🗆 Yes 🗆 No
42.	Are b	oilers used as the primary or secondary heat	ing so	urce?	🗆 Yes 🗆 No
43.	If yes	s, Are the boilers insured elsewhere?			🗆 Yes 🗆 No
44.	Is thi	s building a greenhouse?			🗆 Yes 🗆 No
45.	Are t	he greenhouses made of hard polycarbonate,	acryli	c or glass-clad polycarbona	ate with concrete
	found	lations, metal support beams, secure access,	centr	al station burglar/fire alarm	n/motion detectors
	and c	ameras with no blind spots?			🗆 Yes 🗆 No
46.	What	percentage of the building is sprinklered?			
47.	In the	e last five (5) years, has any claim been mad	e agai	nst any person(s) or organ	ization(s) to be
	cover	ed under this insurance?			🗆 Yes 🗆 No

48. If "Yes", please provide five (5) year loss history for all claims and attach a description for any loss greater than \$10,000.

- Have any drivers been found guilty of any of the below violations? □ Yes □ No •
- Illegal possession of controlled (non-cannabis) substances within 5 years •
- Leaving the scene of an accident or "hit and run" •
- Vehicle theft •
- Fleeing from or eluding police •
- Illegal speed exhibition, side shows, or drag race •
- Drivers with convictions for illegal possession of controlled (non-cannabis) substances within 5 years
- 49. Does the applicant require all drivers to provide proof of auto insurance or compliance with state

	financial responsibility law?	□ Yes	🗆 No
50.	Does the applicant collect MVRs for all employed drivers?	🗆 Yes	🗆 No
	Confirm that the insured does not make unnecessary stops during transportation?	□ Yes	□ No
52.	Does anyone person(s) live on the premises at any location?		

(a) If yes, do they have separate homeowners' coverage for this location?

」Yes ⊔ No

(b) Please attach homeowners declarations/certificate of insurance.

#### Additional Insureds □ Check box if there are no additional insureds needed at this time.

Additional Insured (Check ONE) □ General Liability □ Property □ Product Liability

Landlord	Loss Payee	Governmental Agency	Single Vendor
□ Waiver of Subrogation (mu	st be required by contract)	<ul> <li>Primary/Non-Contri required by contract)</li> </ul>	butory Wording (must be
Location/BLDG #	Name of A.I.:	Mailing Address	

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		Agency	
□ Waiver of Subrogation (mu	st be required by contract)	Primary/Non-Contril required by contract)	outory Wording (must be
Location/BLDG #	Name of A.I.:	Mailing Address	

# **General Liability & Property Attestation**

This application is the basis for coverage, and any incorrect or fraudulent attestations or answers could nullify coverage. Completion of this form neither binds coverage nor guarantees that a policy will be issued. The following is true and correct:

- The applicant or principal has not filed for bankruptcy in the last 5 years.
- The applicant has not had coverage cancelled in the past five years.
- The applicant, or any principal owner or officer has not had a criminal conviction of any kind.
- All buildings have a 24/7 actively monitored central station burglar/fire alarm and are all doors and windows connected to the alarm.
- Applicant collects certificates of insurance naming applicant as the additional insured, from all vendors and contractors that they work with.
- In all locations that the insured is not a full occupant, there always connecting doors to the other occupants that are fire doors with bolted locks and alarmed.
- No person(s) live on the premises at any location.
- All operations are properly licensed in their state and local jurisdictions.
- The applicant does not sell minor or synthetic cannabinoids like delta 8, spice, or similar products.
- Applicant does not sell cannabis/CBD products outside of the state it's licensed to operate in, (or sell CBD to states where CBD sales are prohibited).
- The applicant's employee termination procedures include access control revocation.

I certify that the responses in this attestation and information provided herein are accurate, complete, and current as of this date. I acknowledge that these conditions must be continually adhered to. Any changes to the information provided, changes coverage offerings and may reduce or negate coverage.

## **Retail General Liability & Property Attestation**

This application is the basis for coverage, and any incorrect or fraudulent attestations or answers could nullify coverage. Completion of this form neither binds coverage nor guarantees that a policy will be issued. The following is true and correct:

- The building has a buzz in system and lobby has a double entrance or man trap.
- The building has interior & exterior CCTV/security cameras.

# Finished Stock/Cannabis Inventory Property Attestation

This application is the basis for coverage, and any incorrect or fraudulent attestations or answers could nullify coverage. Completion of this form neither binds coverage nor guarantees that a policy will be issued. The following is true and correct:

- All finished stock kept is in a safe or a vault room during business and non-business hours that meet the following conditions:
- A built in vault that meets the following requirements: 1. Doors and walls have a one hour, or greater fire rating, and; 2. Has no windows, and; 3. Is masonry or is a drywall vault that has metal doors and wire Barrier Mesh (heavy-gauge steel mesh installed typically onto stud framing) installed, and; 4. 100% of area is sprinklered.
- A shipping container that meet the following criteria: 1. Has doors and walls with a fire rating of one hour or greater, and; 2. In a room with a CCTV/Security camera facing the entry, and; 3. Located in a building protected by central station burglar/fire alarm, and; 4. Has locking doors with access control.
- DEA Cages that meet the following criteria: 1. Self-closing, self-locking doors and; 2. Has wall & ceiling panels constructed of 10-gauge wire and; 3. Has steel support posts that are 2" square and; 4. Has posts that have welded on base plates for lagging to the floor and; 5. Posts are set no more than ten feet apart and; 6. Has walls that have minimum 1-1/2" horizontal reinforcement at every 60 inches and; 7. Is 100% is sprinklered.
- The insured has an active video surveillance systems that are backed up on and offsite daily (Video surveillance must be provided for the past 14 days prior to a loss).



# General Liability Cultivators/Growers/Processors Attestation

This application is the basis for coverage, and any incorrect or fraudulent attestations or answers could nullify coverage. Completion of this form neither binds coverage nor guarantees that a policy will be issued. The following is true and correct:

- If outdoor, the fencing around the grow/cultivation enclose perimeter of applicant's property with all gates at entrances of the property locked when not in use and If barbwire, razor wire or electrical fencing are used, there signs on the property warning of danger/injury.
- If applicant does not apply their own pesticides, they obtain a copy of the contractor's certificate of insurance in favor of the applicant before any work begins.
- For cultivation risks:
- 1. The applicant follows all state and federal laws with regards to the use, storage, and disposal of pesticides
- 2. I have used, or will use, a licensed, insured, contractor for all electrical work at my grow facility.
- 3. I have had or will have within 30 days of my insurance effective date, all wiring inspected by a licensed contractor at my grow facility.
- 4. The applicant follows all state and federal laws with regards to the use, storage, and disposal of pesticides.
- The applicant tests 100% of the cannabis/hemp products grown.

## **General Liability Manufacturers Attestation:**

This application is the basis for coverage, and any incorrect or fraudulent attestations or answers could nullify coverage. Completion of this form neither binds coverage nor guarantees that a policy will be issued. The following is true and correct:

- Applicant consulted with an attorney to determine that their labeling including: warnings, disclaimers, notification of contraindications, listing of ingredients, and similar meets all state and local requirements.
- Applicant has labeling and packaging that meets the following state standards (if any) for being: 1)
   Packaged in a way that does not appeal to children. 2) All marijuana containers and products containing
   marijuana that are distributed by the applicant are in child-proof packaging or containers. 3) Has labeling
   that contains warnings to keep product away from children and pets. 4) Contains warnings that the product
   contains intoxicating materials (i.e. marijuana) and that users should not drive or operate heavy machinery
   after consumption.
- Applicant has any products, ingredients, or components that originate from outside of the United States tested for contamination and verification that they match what was ordered.
- Applicant obtains certificates of insurance (COIs) evidencing products coverage with limits of at least \$1M and Additional Insured status from all US based manufacturers or suppliers, for products that applicant does not produce or manufacture themselves.
- Applicant uses a third-party testing lab to test their marijuana and products containing marijuana and all of the applicants vendors meet or exceed product testing and labeling requirements.
- All of applicants equipment is: 1) Installed by a professional technician. 2) Pressure vessels are inspected and tested per manufacturer's specifications. 3) For any extraction method that utilizes pressurized or flammable materials: the insured, the production equipment or system is certified and the equipment is only used for its intended use. 4) All extraction operations are performed in a Class 1 D1 or C1 D2 room, that is compliant with; automatic exhaust ventilation system, automatic gas detection system, fume hood, and explosion-proof electrical systems in place. 5) The equipment used for extraction is certified commercial equipment that undergoes regularly scheduled preventative maintenance. 6) The extraction facility is in compliance with state and local fire codes for this type of business and the extraction is done in a fireproof contained area.
- Applicant attest that: 1) All gas cylinders are stored in approved cages on external walls. 2) That all flammables are stored in UL listed cabinet(s) 3) That all utensils used in extraction are non-sparking.
- The applicant's production equipment or system is certified or tested for its intended use and the assembly is UL/FM approved.
- For the production of any products require open flame, frying, or other cooking methods; 1) Your establishment has an automatic fire suppression system that extends over all cooking surfaces. 2) Hoods and flues are inspected/cleaned by an outside service and tagged for verification of this. 3) The fire suppression system checked and filters in grease hoods cleansed and serviced annually. 4) If a deep fat fryer is on premises, it has a high limit temperature switch.

#### Important Property and Crop Warranties Safeguards, and Definitions

#### LOCKED SAFE WARRANTY - "MARIJUANA INVENTORY"

All "Marijuana Inventory" items are to be kept locked in a safe or a vault room at all times during business and non-business hours except for" Marijuana Inventory" on display during business hours.

It is further warranted that any safe used to house "Marijuana Inventory" will meet the following requirements:

- 1. All safes must have a 1-hour fire rating
- 2. All safes must weigh 550 lbs or more
- 3. For safes under 2000 pounds:
  - a. Safe must be bolted to the floor.
  - b. Central Station Fire Alarm must be connected and operational to the safe.

#### VAULT WARRANTY - "MARIJUANA INVENTORY"

It is warranted that if a vault room or steel container is located within the building it will meet the requirements:

- If there is a vault used in place of a safe, it must be built-in and the doors and walls must have a one hour, or greater fire rating and must be 100% sprinklered.
- Drywall vaults must have metal doors and wire Barrier Mesh (heavy-gauge steel mesh installed typically onto stud framing) installed and must be 100% sprinklered.
- DEA Cages that meet the following criteria will be accepted:
  - 1. Self-closing, self-locking doors.
  - 2. Wall & ceiling panels constructed of 10-gauge wire.
  - 3. Steel support posts 2" square.
  - 4. Posts have welded on base plates for lagging to the floor.
  - 5. Posts are set no more than ten feet apart.
  - 6. Walls have minimum 1-1/2" horizontal reinforcement at least every 60 inches.
  - 7. Must be 100% sprinklered.
- A metal shipping container is considered to be a safe if the container doors and walls have a fire rating of one hour or greater.

If these requirements are not met, theft coverage for Finished Stock is excluded in its entirety.

#### **CENTRAL STATION FIRE ALARM – SAFEGUARD REQUIREMENT**

Applicant must maintain protection with an active central station fire alarm on the entire building and that is connected to a central station burglar/fire alarm reporting agency or to a public fire alarm station.

#### **CENTRAL STATION BURGLAR ALARM – SAFEGUARD REQUIREMENT**

Central station burglar alarm must:

- 1. Cover all openings in the insured's premises
- 2. Have motion detectors in all areas, with the exception of living plant areas (indoor cultivation only).
- 3. Alarm must be in the "on" position during all non-working hours and/or whenever the insured's premises are unoccupied.

#### SECURITY CAMERA'S - SAFEGUARD REQUIREMENT

- 1. All security cameras must be recording, and all records must be backed up and retained for a minimum of 14 days
- 2. Interior Cameras monitoring the following:
  - a. All doors and windows providing a means of egress into the building
  - b. Display counters
  - c. Exterior and interior of safe rooms, if on the premises
  - d. Exterior and interior of all vault rooms, if on the premises
  - e. Harvesting and trimming rooms, if on the premises
- 3. Exterior Cameras monitoring all means of egress to the building and the parking lot unless City Ordinances or laws prohibit monitoring of the premises.

#### CROP, MARIJUANA INVENTORY, AND STOCK DEFINITIONS

- 1. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping. "Stock" does not include" crop" or "marijuana inventory".
- "Marijuana Inventory" means finished marijuana stock and products containing marijuana and/or its derivatives defined as any component of the cannabaceae family containing a tetrahydrocannabinol (THC) level of more than 0.3 percent on a dry weight basis. "Marijuana inventory" does not include any kind of "crop".



#### Disclosures/Warranties/Acknowledgements

#### Fire and Theft losses of property may be excluded if:

- a. The Central Station Alarm System is not active during non-business hours. (All doors and windows must be connected to the central station alarm system).
- b. The Video Surveillance System is not recording and backing up for 14 days prior to the loss.
- c. The seeds finished marijuana stock/inventory, money and securities are outside the safe during nonbusiness hours.
- d. The minimum safe and or vault requirements have not been met at the time of the loss.
- e. The building is over 20 years old, and no updates have been done in the last 10 years.
- f. The safe or vault does not have a 1-hour fire rating. Fire will be excluded unless 100% covered by fire sprinklers.

#### All Cultivation Operations are required to warrant both of the following:

- I have used, or will use, a licensed, insured contractor for all electrical work at my grow facility.
- I have had, or will have within 30 days of my insurance effective date, all the wiring inspected by a licensed, insured contractor at my grow facility

FRAUD WARNING: Applicable in CO: 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. Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully) presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully) presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. Applies in MD Only. Applicable in FL and OK: 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 (of the third degree). Applies in FL Only. Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act Applicable in KY, NY, OH and PA: 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 (not to exceed five thousand dollars and the stated value of the claim for each such violation). Applies in NY Only. Applicable in ME, TN, VA, and WA: 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, and denial of insurance benefits. Applies in ME Only. Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil Penalties Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law. Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

**Other Conditions:** Questions and information provided in this application will become part of the policy of insurance if issued. Other Terms, Conditions and Coverages will be included as part of any insurance policy issued by the insurance company. Those Terms, Conditions and Coverages may differ from what is requested in this application.

I \_\_\_\_\_\_am an authorized representative of \_\_\_\_\_\_understand and agree this application and any supplements attached hereto will be relied upon for issuance of any policy. I further understand and agree that failure to provide a true and accurate response to the foregoing questions may, at the option of the company, result in the voiding of the insurance issued in reliance on this application and/or denial of claims under any policy issued.

I authorize and consent to investigations of information bearing upon moral character, professional reputation and fitness to engage in the activities of my business and I agree to release to the Carrier any documents, records or other information bearing upon the foregoing. I understand and agree these investigations shall not be confined to information submitted in this application but shall include any other sources of information deemed relevant by the Company as may be authorized by law.

I understand this insurance is being provided through a surplus lines company and the insurer may not be subject to all the insurance laws and rules in my state and the risk is not protected by the State Insurance Insolvency Fund.

**APPLICATION DISCLAIMERS**: any person who knowingly and with intent to defraud any insurance company or another 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 the person to criminal and (NY: substantial) civil penalties. {not applicable in CO, FL, HI, MA, NE, CM-I, OK, OR, VT, or WA; in DC, LA, ME, TN, and VA, insurance benefits may also be denied)

in Florida. 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 ls guilty of a felony of the third degree.

in Massachusetts, Nebraska. Oregon and Vermont. any person who knowingly and with intent to defraud any insurance company or another 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 may subject the person to criminal and civil penalties.

in Washington, it is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. penal ties include imprisonment, fines, and denial of insurance benefits.

an insurer which refuses to provide coverage to an applicant who is a "good driver" must provide the applicant with written statement of the reasons it denied coverage. in general, under California law a good driver is a person who has not had more than one violation point or more than one at fault accident resulting in only property damage in the last three years.

I understand and acknowledge that uninsured motorists boil y injury coverage (UMBI) has been offered to me, and that I have the options of selecting either UMBI limits lower than my bodily injury liability limits or rejecting UMBI coverage entirely. if I have rejected UMBI coverage or selected UMBI um limits lower than my bodily injury liability limits. I have also signed the California auto supplement, Acord 61 ca.

I also understand and acknowledge that uninsured motorists' property damage coverage (UMPD) has been offered to me, and that I have the options of selecting or rejecting this coverage for one or more vehicles. I have made my selection on this application, and I have read and completed the um pd portion of the California auto supplement, Acord 61 ca.

In addition, I have been offered waiver of collision deductible. if this option is not indicated on this application, then I have rejected this option.

I understand that the coverage selection and limit choices indicated here or in any state supplement will apply to all future policy renewals, continuations, and changes unless I notify you otherwise in writing.

A COPY OF THE NOTICE OF INFORMATION PRACTICES (PRIVACY) HAS BEEN GIVEN TO THE APPLICANT. (NOT APPLICABLE IN ALL STATES, CONSULT YOUR AGENT OR BROKER FOR YOUR STATE'S REQUIREMENTS.)

#### NOTICE OF INSURANCE INFORMATION PRACTICES -

personal information about you may be collected from persons other than you in connection with this application for insurance and subsequent policy renewals. such information as well as other personal and privileged information collected by us or our agents may in certain circumstances be disclosed to third parties without your authorization. you have the right to review your personal information in our files and can request correction of any inaccuracies. a more detailed description of your rights and our practices regarding such information is available upon request. contact your agent or broker for instructions on how to submit a request to us.

any person who knowingly and with intent to defraud any insurance company or another 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 the person to criminal and (NY: substantial) civil penalties. (Not applicable in CO, FL, HI, MA, NE, OH, OK, OR, VT or WA; in DC, LA, ME, TN and VA, insurance benefits may also be denied)

in the district of Columbia, 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 Florida, 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 of the third degree.

in Massachusetts, Nebraska, Oregon and Vermont, any person who knowingly and with intent to defraud any insurance company or another 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 may subject the person to criminal and civil penalties.

In Washington, it is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. penalties include imprisonment, fines, and denial of insurance benefits.

the undersigned is an authorized representative of the applicant and represents that reasonable enquiry has been made to obtain the answers to questions on this application. he/she represents that the answers are true, correct, and complete to the best of his/her knowledge.

The Applicant represents to the best of its knowledge and belief that the statements set forth herein are true and complete.

The Applicant further represents that if the information supplied on this application changes between the date of the Application and the inception date of the policy period, the Applicant will immediately notify the Insurer of such change, and the Insurer may modify or withdraw any outstanding quotation. Signing of this Application does not bind the Insurer to offer nor the Applicant to accept insurance, but it is agreed that this Application shall be the basis of the insurance and will be attached to and made part of the policy should a policy be issued.

Protective Safeguards:

As a condition of this insurance, you are required to:

- 1. Maintain the protective safeguards listed in the application, and over which you have control, in complete working order;
- 2. All safeguards listed on application must be regularly inspected, tested and maintained and;
- 3. Actively engage and maintain in the "on" position at all times any automatic fire alarm or other automatic system listed in the application; and
- 4. Notify us if you know of any suspension of or impairment in any protective safeguard listed in the application

#### THIS APPLICATION MUST BE SIGNED BY APPLICANT AT BINDING AND DATED WITHIN 10 DAYS OF INCEPTION DATE. SIGNING THIS FORM DOES NOT BIND THE COMPANY TO COMPLETE THE INSURANCE AS COVERAGE BECOMES EFFECTIVE ONLY WHEN ACCEPTED BY THE INSURANCE COMPANY.

Insured Signature	Date	
Printed Name	Title	

Producer Signature	Date	
Printed Name	Title	