

# Excess Personal Liability

## EXCESS PERSONAL LIABILITY WARRANTY APPLICATION

Please complete all sections of this application.

1. Name of Applicant: \_\_\_\_\_
2. Profession/ Occupation: Applicant: \_\_\_\_\_ Spouse: \_\_\_\_\_
3. E-mail Address: \_\_\_\_\_
4. Has the applicant or any member of the household been employed as any of the following:  
 Professional Athlete; Entertainer; Media personality; Reporter; Author; Journalist; Coach in the NBA, NFL, MLB, NHL, or in College Division I Football or Basketball; Owner of a Professional sports team; CEO of a Fortune 500 company, or Director or Producer with major television or motion picture credits? Is any individual an elected or appointed public official at the State or Federal level, or a generally recognizable public figure?  Yes  No
5. Mailing Address: \_\_\_\_\_
6. Policy Period From: \_\_\_\_\_ To: \_\_\_\_\_ Renewal number: \_\_\_\_\_
7. Primary limits of insurance: \_\_\_\_\_ Excess limits requested: \_\_\_\_\_
8. Is this a buffer layer to meet our Umbrella requirements?  Yes  No
9. Prior losses greater than \$50,000 in the last 5 years?  Yes  No  
 If "Yes," please provide full details, amount, and submit.
10. Do any underlying policies contain exclusions or restrictions of standard coverage?  Yes  No  
 If Yes, describe \_\_\_\_\_
11. Loss History: List all Liability losses attributable to Applicant(s) or any Household Residents in the past five (5) years.

Date of Loss	Amount Paid, Claimed or Reserved	Description of Event

12. What type of Excess Coverage is the applicant requesting?  
 Excess Comprehensive Liability     Excess Personal Auto Liability     Excess Watercraft Liability  
**\*Complete Section I Only**                      **\*Complete Section II Only**                      **\*Complete Section III Only**

### SECTION I. ELIGIBILITY - EXCESS COMPREHENSIVE PERSONAL LIABILITY

13. Any residence with more than four (4) dwelling units?  Yes  No
14. Any locations with two or more liability losses in the past 5 years?  Yes  No
15. Any locations leased to others for hunting, fishing or other sporting or recreational purposes?  Yes  No
16. Farm or Ranch type risk with farm animals?  Yes  No
17. Is there an unprotected pool, diving board four (4) feet or higher, or a waterslide?  Yes  No
18. Is there an Animal or Dog exclusion on Primary Homeowners or CPLPolicy?  Yes  No
19. Does any underlying policy have reduced limits of liability or eliminate coverage for specific locations?  Yes  No
20. Is there any Business Exposure covered by Primary Homeowners or CPLPolicy?  Yes  No  
 If, Yes, what is the nature of the business: \_\_\_\_\_

21. Is any location rented out on a short-term basis (weekly, monthly) to others?

Yes  No

Location	Occupancy	Carrier	Policy Number
	<input type="checkbox"/> Owner Occupied <input type="checkbox"/> Tenant Occupied # Units____ <input type="checkbox"/> Vacant Land # Acres____		
	<input type="checkbox"/> Owner Occupied <input type="checkbox"/> Tenant Occupied # Units____ <input type="checkbox"/> Vacant Land # Acres____		
	<input type="checkbox"/> Owner Occupied <input type="checkbox"/> Tenant Occupied # Units____ <input type="checkbox"/> Vacant Land # Acres____		
	<input type="checkbox"/> Owner Occupied <input type="checkbox"/> Tenant Occupied # Units____ <input type="checkbox"/> Vacant Land # Acres____		

**SECTION II. ELIGIBILITY - EXCESS PERSONAL AUTO LIABILITY**

**Drivers:** List ALL drivers in the household and anyone else who would regularly drive one of these vehicles.

Driver Information					3 Year Experience		10 Years
Name of Driver	Marital Status	License Number	State	DOB	# Moving Violations	At Fault # Accidents	# DUI's

22. Does any driver in the household have any mental or physical impairment which would affect their ability to operate an automobile?

Yes  No

If yes, please list driver(s): \_\_\_\_\_

23. Has any driver in the household been convicted of an alcohol or drug related offense within the last 10 years?

Yes  No

24. Any driver convicted of more than two (2) major traffic violations in the last 3 years?

Yes  No

25. Do all drivers combined have ten (10) or more moving violations in the last 3 years?

Yes  No

26. Do all drivers combined have five (5) or more at fault accidents in the last 3 years?

Yes  No

Year	Make	Model	Primary Carrier	Policy Number	Garage Location

27. Any driver(s) 80-89 years old?

Yes  No

28. Any driver(s) 90 years old or older?

Yes  No

29. Any driver(s) currently excluded under the Primary Auto Policy?

Yes  No

30. Is there anyone in the household who has a drivers license (active or suspended) who will not be driving the listed vehicle(s)?

Yes  No

31. Are there any other vehicles in the household which are not to be covered by this policy?

Yes  No

If Yes, please list vehicles and explain: \_\_\_\_\_

**SECTION III. ELIGIBILITY - EXCESS WATERCRAFT LIABILITY:** List ALL watercraft owned, leased, chartered, or furnished for regular use.

Year	Make	Model	Length	Weight	# of Engines	HP Per Engine	Inboard, Outboard	Speed MPH

32. Primary Carrier: \_\_\_\_\_ Policy Number: \_\_\_\_\_

33. List ALL Operators, including Age and Boating Education: \_\_\_\_\_

34. Are any watercrafts operated outside US Coastal waters?  Yes  No

**Applicant's Warranty Statement:** The undersigned represents to the best of his/her knowledge and belief the particulars and statements set forth are true and agree that those particulars and statements are material to the acceptance of the risk assumed by the Company. The undersigned further declares that any claim, incident or event taking place prior to the effective date of the insurance applied for which may render inaccurate, untrue, or incomplete any statement made will immediately be reported in writing to the Company and the Company may withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance. The signing of the Application does not bind the undersigned to purchase the insurance, nor does the review of the Application bind the Company to issue a policy. It is understood the Company is relying on the Application in the event the Policy is issued. It is agreed that this Application, including any material submitted there with, shall be the basis of the contract should a policy be issued, and may be attached to and become part of the policy.

**Virginia Notice:** Statements in the application shall be deemed the insured's representations. A statement made in the application or in any affidavit made before or after a loss under the policy will not be deemed material or invalidate coverage unless it is clearly proven that such statement was material to the risk when assumed and was untrue.

**Minnesota Notice:** The clause "and/or authorization or agreement to bind the insurance" is replaced with "Authorization or agreement to bind the insurance may be withdrawn or modified based on changes to the information contained in this application prior to the effective date of the insurance applied for that may render inaccurate, untrue or incomplete any statement made with a minimum of 10 days notice given to the insured prior to the effective date of cancellation when the contract has been in effect for less than 90 days or is being canceled for nonpayment of premium.

**Colorado Fraud Statement:** 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.

**District of Columbia Fraud Statement: 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.

**Florida Fraud Statement:** 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.

**Kentucky Fraud Statement:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance 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.

**Maine Fraud Statement:** 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.

**New Jersey Fraud Statement:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**New York Fraud Statement:** 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 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.

**Ohio Fraud Statement:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**Oklahoma Fraud Statement: WARNING:** 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.

**Pennsylvania Fraud Statement:** 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.

**Tennessee and Virginia Fraud Statement:** 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.

**Fraud Statement (All Other States):** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Applicant's Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
(Owner or Officer)

Broker's Signature \_\_\_\_\_

Some states require that we have the Name and Address of your (Insured's) Authorized Agent or Broker.

Name of Authorized Agent or Broker \_\_\_\_\_

Address: \_\_\_\_\_

Mail complete application through local Agent or Broker to: \_\_\_\_\_