



# Lessor's Risk Only Product Application – All States

YOU CAN OBTAIN A QUOTE BY PROVIDING THE INFORMATION IN SECTION I - INSTANT QUOTE BELOW, SUBJECT TO THE REMAINDER PROVIDED PRIOR TO BINDING.

## I. INSTANT QUOTE INFORMATION

Instant Quote is only available for accounts with no losses in the past three years. If there is loss history, please complete the entire application.

Applicant's name: \_\_\_\_\_

Form of business:  Individual  Corporation  Partnership  LLC  Other \_\_\_\_\_

Location address: \_\_\_\_\_  Same as mailing address.

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Description of operations:

How many years has the applicant been at the current location? \_\_\_\_\_

List the tenant(s) occupying the building: \_\_\_\_\_

All commercial tenants, other than self insured governmental entities, are required to carry insurance and the owner/property manager obtains certificates of insurance from all commercial tenants as evidence of general liability

True  False

Applicant has a lease in place with all occupants of the building whether or not they are involved in ownership

True  False

The applicant occupies part of the premises

True  False

If "True," please identify your operations \_\_\_\_\_

### Property Section

Construction:  Frame  Joisted masonry  Non-combustible  Masonry non-combustible  
 Modified fire-resistive  Fire-resistive  Other \_\_\_\_\_

Protection class: \_\_\_\_\_

Requested cause of loss:  Basic  Special

Requested valuation:  Replacement cost  Actual cash value

Deductible:  \$1,000  \$2,500  \$5,000

Coinurance:  80%  90%  100%

Building Limit \$ \_\_\_\_\_

What year was the building constructed? \_\_\_\_\_

What is the square footage of the entire structure? \_\_\_\_\_ sq. ft.

Business personal property limit \$ \_\_\_\_\_

Business income with extra expense limit \$ \_\_\_\_\_

Coinsurance per above OR Monthly limit of indemnity:  1/3  1/4  1/6

Is the building fully protected by an operational sprinkler system covering 100% of the premises?

Yes  No

### Liability Section

Limit:  \$100,000/\$200,000  \$300,000/\$600,000  \$500,000/\$1,000,000  \$1,000,000/\$2,000,000

Number of apartment units: \_\_\_\_\_

List the square footage of any vacant area: \_\_\_\_\_

Number of stories: \_\_\_\_\_

Number of years applicant has owned this building : \_\_\_\_\_

Additional Interests (AI = Additional Insured, LP = Loss Payee, M = Mortgagee)

Name	Relationship/Interest	Address	City, State, Zip	AI	LP	M
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Lease has a provision requiring tenant(s) to maintain general liability insurance with applicant as additional insured

True  False

Lease requires tenant(s) to maintain and/or repair the premises, including keeping such premises free of snow and ice, adjacent to the building, e.g. sidewalks, driveways, parking lots, etc.

True  False

**II. LOSS INFORMATION FOR THE PAST THREE YEARS**

Property Coverages  None, or provide detail below.

Year	Status	Incurred	Description
_____	Open/Closed	\$ _____	_____
_____	Open/Closed	\$ _____	_____
_____	Open/Closed	\$ _____	_____

Liability Coverages  None, or provide detail below.

Year	Status	Incurred	Description
_____	Open/Closed	\$ _____	_____
_____	Open/Closed	\$ _____	_____
_____	Open/Closed	\$ _____	_____

**III. ADDITIONAL PROPERTY INFORMATION**

If the building is older than 10 years old, please complete the following:

Age of roof \_\_\_\_\_ yrs.

Roof type:  Flat  Wood shake  Shingle  Metal  Tile  Slate  Other \_\_\_\_\_

Plumbing type:  PVC  Copper  Lead  Galvanized  Other \_\_\_\_\_

What type of burglar alarm is on the premises?  Central station  Local  None

**IV. ELIGIBILITY CRITERIA**

1. Applicant is the owner of all properties  True  False

2. No structural renovations ongoing or planned during our policy term  True  False

3. No past, pending or planned bankruptcy or judgment for unpaid taxes against the named insured or any officer, partner, member or owner of the applicant individually in the past five years  True  False

4. Coverage has not been cancelled or non-renewed in the last three years (not applicable in Missouri)  True  False  
If "False," advise reason \_\_\_\_\_

5. Any building over seven stories is 100% sprinklered  True  False

6. Any tenant of the building a marijuana prescriber or marijuana distributor or dispensary  True  False

7. Any tenant of the building a bar or night club  True  False

**Property**

1. For any building built prior to 1978, 100% of the electric wiring is on functioning and operating circuit breakers  N/A  True  False

2. For any building built prior to 1978, there is no aluminum wiring or knob and tube wiring  N/A  True  False

3. Functioning and operational smoke detectors in all units and/or occupancies  True  False

4. Functioning and operational fire extinguishers readily available  True  False

5. Any building over 7 stories is 100% sprinklered  True  False

6. No tenant is a marijuana distributor or dispensary  True  False

**General Liability**

1. No commercial cooking with extinguishing systems not in compliance with NFPA #96  N/A  True  False

2. No tenant is a medical marijuana grower, hospital, nursing home, assisted living facility, elder care facility or any health care facility with an overnight or residential exposure  True  False

3. Any building over seven stories is 100% sprinklered  True  False

4. No structural renovations are on going or planned during policy term  True  False

5. Certificate of insurance required from all contractors naming the applicant as additional insured  True  False

**V. ADDITIONAL APPLICANT INFORMATION**

Applicant's mailing address: \_\_\_\_\_ (if different than the location address above)

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail address of primary contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Inspection contact name: \_\_\_\_\_ Telephone/E-mail address: \_\_\_\_\_

**FRAUD STATEMENTS**

**Arizona Notice:** Misrepresentations, omissions, concealment of facts and incorrect statements shall prevent recovery under the policy only if the misrepresentations, omissions, concealment of facts or incorrect statements are; fraudulent or material either to the acceptance of the risk, or to the hazard assumed by the insurer or the insurer in good faith would either not have issued the policy, or would not have issued a policy in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to the insurer as required either by the application for the policy or otherwise.

**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.

**FLORIDA NOTICE FOR NON ADMITTED POLICIES ONLY:** You are agreeing to place coverage in the surplus lines market. Superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected under the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

**Florida and Illinois Notice:** I understand that there is no coverage for punitive damages assessed directly against an insured under Florida and Illinois law. However, I also understand that punitive damages that are not assessed directly against an insured, also known as "vicariously assessed punitive damages", are insurable under Florida and Illinois law. Therefore, if any Policy is issued to the Applicant as a result of this Application and such Policy provides coverage for punitive damages, I understand and acknowledge that the coverage for Claims brought in the State of Florida and Illinois is limited to "vicariously assessed punitive damages" and that there is no coverage for directly assessed punitive damages.

**Kansas Fraud Statement:** 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 may be guilty of a crime and may be subject to fines and confinement in prison.

**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 and Washington 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.

**Maryland:** Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who 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.

Authorization or agreement to bind the insurance may be withdrawn or modified only 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.

**MISSOURI SPECIAL NOTICE - FOR REAL ESTATE PRODUCTS SOLD IN MISSOURI**

**Missouri Disclosure Notice:** I understand and acknowledge that as respects Discrimination and Lock Box coverage that Claims Expenses are a part of the Limit of Liability. This means that Claims Expenses will reduce my limits of insurance and may exhaust them completely and should that occur; I shall be liable for any further Claims Expenses. Claims Expenses are as defined in Section VII. I also understand that the Limit of Liability for the Extended Reporting Period, if applicable, shall be a part of and not in addition to the limit specified in the Policy Declarations.

**MISSOURI SPECIAL NOTICE - FOR SUPERTEK AND MICROTEK PRODUCTS SOLD IN MISSOURI**

**Missouri Disclosure Notice:** I understand and acknowledge that Claims Expense or defense costs are a part of the limits of insurance for the MicroTek product. I also understand and acknowledge that Claims Expenses are part of the limits of insurance for Intellectual Property Claims coverage, if chosen, under the Technology product. Any defense costs paid under this coverage part will reduce the available limits of insurance and may exhaust them completely. Defense costs means reasonable and necessary fees, costs and expenses resulting solely from the investigation, legal defense and legal appeal of a claim against the Insured, but excluding salaries of officers and employees of the Insurer.

**MISSOURI SPECIAL NOTICE - FOR EPL, CORPORATE D&O AND NON PROFIT D&O PRODUCTS SOLD IN MISSOURI**

**Missouri Disclosure Notice:** I understand and acknowledge that if a \$100,000 or \$250,000 Limit of Liability is chosen or if the Insured Organization has more than 200 employees, that Defense Costs are a part of the Limit of Liability. This means that Defense Costs will reduce my limits of insurance and may exhaust them completely and should that occur, I shall be liable for any further legal Defense Costs and Damages. Defense Costs are as defined in Section III. I also understand that the Limit of Liability for the Extended Reporting Period, if applicable, shall be a part of and not in addition to the limit specified in the Policy Declarations.

**MISSOURI SPECIAL NOTICE - FOR COMMUNITY ASSOCIATIONS PRODUCT SOLD IN MISSOURI**

**Missouri Notice:** Pursuant to Section IV, Paragraph R., some Defense Costs are within the Limit of Liability. Any Defense Costs paid under this coverage will reduce the available Limits of Insurance and may exhaust them completely. Defense Costs means reasonable and necessary legal fees and expenses incurred by the Company, or by any attorney designated by the Company to defend any Insured, resulting from the investigation, adjustment, defense and appeal of a Claim. Defense Costs includes other fees, costs, costs of attachment or similar bonds (without any obligation on the part of the Company to apply for or furnish such bonds), but does not include salaries, wages, overhead or benefits expenses of any Insured.

**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 Disclosure Notice:** This policy is written on a claims made basis and shall provide no coverage for claims arising out of incidents, occurrences or alleged Wrongful Acts or Wrongful Employment Acts that took place prior to retroactive date, if any, stated on the declarations. This policy shall cover only those claims made against an insured while the policy remains in effect for incidents reported during the Policy Period or any subsequent renewal of this Policy or any extended reporting period and all coverage under the policy ceases upon termination of the policy except for the automatic extended reporting period coverage unless the insured purchases additional extended reporting period coverage. The policy includes an automatic 60 day extended claims reporting period following the termination of this policy. The Insured may purchase for an additional premium an additional extended reporting period of 12 months, 24 months or 36 months following the termination of this policy. Potential coverage gaps may arise upon the expiration for this extended reporting period. During the first several years of a claims-made relationship, claims-made rates are comparatively lower than occurrence rates. The insured can expect substantial annual premium increases independent overall rate increases until the claims-made relationship has matured.

**North Dakota Fraud Statement:** Notice to North Dakota applicants – Any person who knowingly and with the intent to defraud and 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.

**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.

I understand that any material misrepresentation or omission made by me on this application may act to render any contract of insurance null and without effect or provide the company the right to rescind it.

By acceptance of this policy, the Insured agrees the statements in the application (new or renewal) submitted to the company are true and correct. It is understood and agreed that, to the extent permitted by law, the Company reserves the right to rescind this policy, or any coverage provided herein, for material misrepresentations made by the Insured. It is understood and agreed that the statements made in the insurance applications are incorporated into, and shall form part of, this policy.

**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.

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

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.

**RHODE ISLAND SPECIAL NOTICE - FOR REAL ESTATE PRODUCTS SOLD IN RHODE ISLAND**

**Rhode Island Disclosure Notice:** I understand and acknowledge that as respects Discrimination and Lock Box coverage that Claims Expenses are a part of the Limit of Liability. This means that Claims Expenses will reduce my limits of insurance and may exhaust them completely and should that occur; I shall be liable for any further Claims Expenses. Claims Expenses are as defined in Section VII. I also understand that the Limit of Liability for the Extended Reporting Period, if applicable, shall be a part of and not in addition to the limit specified in the Policy Declarations.

**RHODE ISLAND SPECIAL NOTICE - FOR SUPERTEK AND MICROTEK PRODUCTS SOLD IN RHODE ISLAND**

**Rhode Island Disclosure Notice:** I understand and acknowledge that Claims Expenses are a part of the Limit of Liability for the MicroTekPak product. I also understand and acknowledge that Claims Expenses are part of the Limit of Liability for Intellectual Property Claims coverage, if chosen, under the Technology product. This means that Claims Expense will reduce my limits of insurance and may exhaust them completely and should that occur, I shall be liable for any further Claims Expense. Claims Expense is as defined in the DEFINITIONS section of the policy form. Intellectual Property Claims are as defined in Section III of the Broad Form Endorsement for the Technology product. I also understand that the Limit of Liability for the Extended Reporting Period, if applicable, shall be a part of and not in addition to the limit specified in the Policy Declarations.

**RHODE ISLAND SPECIAL NOTICE - FOR EPL, CORPORATE D&O AND NON PROFIT D&O PRODUCTS SOLD IN RHODE ISLAND**

**Rhode Island Disclosure Notice:** I understand and acknowledge that if a \$100,000 or \$250,000 Limit of Liability is chosen or if the Insured Organization has more than 200 employees, that Defense Costs are a part of the Limit of Liability. This means that Defense Costs will reduce my limits of insurance and may exhaust them completely and should that occur, I shall be liable for any further legal Defense Costs and Damages. Defense Costs are as defined in Section III. I also understand that the Limit of Liability for the Extended Reporting Period, if applicable, shall be a part of and not in addition to the limit specified in the Policy Declarations.

**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.

**Utah Notice:** I understand that Punitive Damages are not insurable in the state of Utah. There will be no coverage afforded for Punitive Damages for any Claim brought in the State of Utah. Any coverage for Punitive Damages will only apply if a Claim is filed in a state which allows punitive or exemplary damages to be insurable. This may apply if a Claim is brought in another state by a subsidiary or additional location(s) of the Named Insured, outside the state of Utah, for which coverage is sought under the same policy

**Vermont Fraud Statement:** 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 may be subject to fines and confinement in prison.

**Virginia Notice:** This Policy is written on a claims-made basis. Please read the policy carefully to understand your coverage. You have an option to purchase a separate limit of liability for the extended reporting period. If you do not elect this option, the limit of liability for the extended reporting period shall be part of the and not in addition to limit specified in the declarations. If you have any questions regarding the cost of an extended reporting period, please contact your insurance company or your insurance agent. 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.

**Virginia Fraud Statement:** Any person who knowingly and with intent to defraud an insurer, submits an Application for insurance or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**Utah 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.

**Washington Fraud Statement:** Any person, who, knowing it to be such:

(1) Presents, or causes to be presented, a false or fraudulent claim or any proof in support of such a claim, for the payment of a Loss under a contract of insurance; or

(2) Prepares, makes, or subscribes any false or fraudulent account, certificate, affidavit, or proof of Loss, or other document or writing, with intent that it be presented or used in support of such a claim, is guilty of a gross misdemeanor, or if such claim is in excess of one thousand five hundred dollars, of a class C felony.

**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.

Retail agency name: \_\_\_\_\_ License #: \_\_\_\_\_

Main agency phone number: \_\_\_\_\_

Agency mailing address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

The signer of this application acknowledges and understands that the information provided in this Application is material to the Insurer's decision to provide the requested insurance and is relied on by the Insurer in providing such insurance. The signer of this application represents that the information provided in this Application is true and correct in all matters. The signer of this Application further represents that any changes in matters inquired about in this Application occurring prior to the effective date of coverage, which render the information provided herein untrue, incorrect or inaccurate in any way will be reported to the Insurer immediately in writing. The Insurer reserves the right to modify or withdraw any quote or binder issued if such changes are material to the insurability or premium charged, based on the Insurer's underwriting guides. The Insurer is hereby authorized, but not required, to make any investigation and inquiry in connection with the information, statements and disclosures provided in this Application. The decision of the Insurer not to make or to limit any investigation or inquiry shall not be deemed a waiver of any rights by the Insurer and shall not estop the Insurer from relying on any statement in this Application in the event the Policy is issued. It is agreed that this Application shall be the basis of the contract should a policy be issued and it will be attached and become a part of the Policy.

**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.

Applicant's signature: \_\_\_\_\_ Title: \_\_\_\_\_

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

Officer of the Board or Property Manager