

Commercial Excess and Umbrella

Our products are designed to provide primary excess and umbrella coverage up to \$5 million on over 300 classes of business or a \$5 million layer in an excess layering tower.



Eligible Risks

- Both Devon Park supported or unsupported liability accounts for over 300 classes of business
- Underlying carriers rated B++ or better with ISO forms
- Exposure for vehicles up to a gross vehicle weight of 20,000 pounds

Eligible classes include:

Artisan contractors
Bars/Restaurants
Custom home builders
Fitness centers
Houses of worship
Janitorial
Lessor's risk
Mobile home parks
Offices
Truckers
Vacant land
Vacant properties

Product Advantages

- Liability limits up to \$5 million
- Ability to be primary or excess umbrella attaching over an unsupported \$5 million, \$10 million or \$15 million excess policy
- Umbrella coverage available over general liability, auto liability and employer's liability
- No self-insured retentions
- No requirement to be concurrent with primary coverage

Email submissions to commercial@devonparkspecialty.com

Business Resource Center Advantages

- Tenant screenings and background checks
- Human resources consulting services
- Payroll processing services
- Collection services
- Marketing resources

Additional Advantages

- Unsurpassed service with a sense of urgency and care
- Same-day or next-business-morning claims acknowledgement
- Policyholders have access to many free and discounted services through our Business Resource Center that will assist in growing and protecting their business
- Carriers are members of the Berkshire Hathaway company

Claim Example

Restaurant: A newly constructed restaurant had various contractors and subcontractors install a heating system, a sprinkler system and other equipment. When the restaurant opened its doors, the heat kicked on and accidentally set off the dry sprinkler system. The chemicals from the sprinkler system ignited because they were installed too close to the heating system. More than 17 people were injured, and a few were seriously injured. A judge determined that the restaurant was 15% responsible for the claim damages, and the case resulted in an umbrella settlement of more than \$800,000.

Commercial Umbrella/Excess Liability Product Warranty Application

NAMED INSURED: _____

Mailing address: _____

City: _____ State: _____ Zip: _____

E-mail address: _____ Website address: _____

Form of business: Individual Corporation Partnership LLC Other _____

Years in business: _____

Location(s) of operations: _____

Description of operations: _____

Annual gross receipts: \$ _____ Annual payroll: \$ _____

Total square footage: _____ sq. ft.

I. GENERAL INFORMATION

Limit requested: \$1,000,000 \$2,000,000 \$3,000,000 \$4,000,000 \$5,000,000

If the higher limits are the requirement of a contract or project, please provide complete details of the duties the applicant will perform, the duration and the total cost: _____

Previous carrier: _____ Policy number: _____ Premium: \$ _____ Effective dates: ___ / ___ / ___

Describe any losses greater than \$10,000 in the past three years for the primary coverages this policy will cover over: None

Year	Incurred Amount	Description of Loss
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

II. SCHEDULE OF UNDERLYING

Type of Insurance	Underlying Carrier	Policy #	Effective Dates	Limits of Liability	Premium
<input type="checkbox"/> General liability <input type="checkbox"/> ISO form <input type="checkbox"/> Manuscript form	Carrier _____ A.M. Best rating: _____	_____	_____	General aggregate: \$ _____ Products aggregate: \$ _____ Personal and advertising injury: \$ _____ Occurrence: \$ _____ Damage to premises rented: \$ _____ Medical payments: \$ _____	\$ _____
<input type="checkbox"/> Auto liability	Carrier _____ A.M. Best rating: _____	_____	_____	<input type="checkbox"/> Combined single limit: \$ _____ <input type="checkbox"/> Split limits: \$ _____ / \$ _____ / \$ _____	\$ _____
<input type="checkbox"/> Employers	Carrier _____ A.M. Best rating: _____	_____	_____	Bodily injury by accident (each accident): \$ _____ Bodily injury by disease (policy limit): \$ _____ Bodily injury by disease (each employee): \$ _____	\$ _____
<input type="checkbox"/> Professional liability <input type="checkbox"/> Occurrence form <input type="checkbox"/> Claims-made form	Carrier _____ A.M. Best Rating: _____	_____	_____	Occurrence: \$ _____ Aggregate: \$ _____	\$ _____

<input type="checkbox"/> Are you requesting excess layering?	Underlying carrier _____	Underlying carrier limits: \$ _____	\$ _____
		Total limits needed: \$ _____	

Provide a copy of all underlying declarations pages.

If the account is not concurrent with underlying coverages or is being marketed mid-term, please provide details:

III. GENERAL LIABILITY INFORMATION

Attach a completed Contractors Supplemental Application (CSA) for artisan and general contractor accounts.

2. Please provide the classification(s) on the underlying general liability policy or attach general liability application.

- 3. If the building was built prior to 1978, is all wiring on functional and operational circuit breakers and without aluminum or knob and tube wiring? N/A Yes No
- 4. Are there functional and operational smoke detectors and fire extinguishers in all occupied units? N/A Yes No
- 5. Have there been bankruptcies in the past five years? N/A Yes No
- 6. Have they had prior cancellations in the last three years? N/A Yes No

IV. AUTOMOBILE LIABILITY INFORMATION

Not applicable

Number	Type of Units
	Private passenger
	Light trucks (up to 10,000 lbs. gross vehicle weight)
	Medium trucks (10,001–20,000 lbs. gross vehicle weight)

- 7. Is hired and non-owned auto provided by the underlying carrier? Yes No
- 8. Are any drivers under 21 years of age? Yes No
- 9. Does any vehicle travel an average daily radius greater than 200 miles? Yes No
- 10. Does the applicant own any heavy trucks, extra heavy trucks or truck tractors, livery units or tow trucks? Yes No
- 11. Are any vehicles authorized to transport any of the following?
 - a. Corrosive, explosive, flammable (i.e., fuel) or radioactive materials Yes No
 - b. Type of refuse, waste or trash (including recyclables) Yes No
 - c. Livestock Yes No
- 12. Are motor vehicle records reviewed for acceptability at least once every three years? Yes No
- 13. For any driver over the age of 69, is a Statement of Fitness required to be signed by a physician? Yes No

FRAUD STATEMENTS

Alabama, Arkansas, District of Columbia, New Mexico, Rhode Island and West Virginia: 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.

California: For your protection California law requires the following to appear on this application. Fraud Statement: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

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.

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.

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, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or 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; 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.

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

Maryland Fraud Statement: 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.

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.

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.

Oregon Fraud Statement: Notice to Oregon applicants: 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 may be guilty of insurance fraud.

Kentucky and 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, Virginia 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 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 may be guilty of a crime and may be subject to fines and confinement in prison.

STATE NOTICES

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.

Florida Surplus Lines Notice: (Applies only if policy is non-admitted) 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 Punitive Damage 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.

Maine Notice: The insurer is not permitted to withdraw any binder once issued, but a prospective notice of cancellation may be sent and coverage denied for fraud or material misrepresentation in obtaining coverage. A policy may not be unilaterally rescinded or voided.

Ohio Representation Statement: 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. **THE INSURED UNDERSTANDS AND AGREES THAT ANY MATERIAL MISREPRESENTATION OR OMISSION ON THIS APPLICATION WILL ACT TO RENDER ANY CONTRACT OF INSURANCE NULL AND WITHOUT EFFECT OR PROVIDE THE COMPANY THE RIGHT TO RESCIND IT.**

Utah Punitive Damages 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.

If your state requires that we have information regarding your Authorized Retail Agent or Broker, please provide below.

Retail agency name: _____ License #: _____

Agent's signature: _____ Main agency phone number: _____

(Required in New Hampshire)

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: _____

President, Chairperson of the Board, Managing Member, or Executive Director

Date: _____



Privacy Notice At Collection

We may need to collect certain personal information to provide you with our services and products. For information on how we store, use and protect personal information, please see our Privacy Policy accessible on our website, <https://www.usli.com/privacy-policy/>.