

**PRODUCER** 

## eKo Specialty Insurance Services, Inc.

www.eKoSpecialty.com

**APPLICANT** 

Please e-mail the completed and signed application to: eKo@eKoSpecialty.com

## **Environmental Services Application**

This application is NOT an insurance policy and the insurance company affording coverage reserves the right to reject any application for any reason. If additional space is needed, attach details on a separate sheet of paper. All Applicants must sign the application where indicated.

| Address                                      | ٥.         |               |  | name.   |                                |         |   |           |  |                                |  |   |  |
|--|------------|---------------|--|---------|--------------------------------|---------|---|-----------|--|--------------------------------|--|---|--|
| Address:                                     |            |               |  |         |                                |         | Addı                                    | ress:     |  |                                |  |   |  |
|  |            |               |  |         |                                |         |   |           |  |                                |  |   |  |
| Telepho                                      | Telephone: |               |  |         |                                |         | Tele                                    | phone:    |  |                                |  |   |  |
| Fax #:                                       |            |               |  |         |                                |         | Fax                                     | #:        |  |                                |  |   |  |
| Email A                                      |            |               |  |         |                                |         |   | il Addres |  |                                |  |   |  |
| Web Ac                                       |            |               |  |         |                                |         |   | Address   |  |                                |  |   |  |
| PRODU  | JCER I     | NAME          | <u>:</u>                                       |         |                                |         | PRIM                                    | MARY CO   | ONTA   | CT NAME:                       |  |   |  |
|  |            |               |  |         |                                |         |   |           |  |                                |  |   |  |
| Additi                                       | ional      | Nar           | ned Insured(s)/                                | /Add    | litional Locatior              | n(s)    |   |           |  |                                |  |   |  |
| Name:  |            |               |  |         |                                | Name    |   |           |  |                                |  |   |  |
| Address                                      | S:         |               |  |         |                                | Addre   | SS:                                     |           |  |                                |  |   |  |
|  |            |               |  |         |                                |         |   |           |  |                                |  |   |  |
| Descrip                                      | tion:      |               |  |         |                                | Descr   | iption:                                 |           |  |                                |  |   |  |
|  |            |               |  |         |                                |         |   |           |  |                                |  |   |  |
|  |            |               |  |         |                                |         |   |           |  |                                |  |   |  |
| SEC  | TION       | <b>I</b> I. ( | General Info                                   | rma     | ition                          |         |   | Spa       | ce is  | provided on p                  | age 3 for ad                               | ditional information  |  |
| Specify                                      | the ye     | ear tha       | at Applicant initially                         | comn    | nenced operations:             |         |   |           |  |                                |  |   |  |
| What ar                                      | re the i   | Applic        | cant's total revenues                          | for e   | ach of the last 3 yea          | rs?     |   |           |  |                                |  |   |  |
| 1 <sup>st</sup> Prec                         | eding      | Year:         |  |         | 2 <sup>nd</sup> Preceding Year | :       |   |           |  | 3 <sup>rd</sup> Preceding      | y Year:                                    |   |  |
| Applica                                      | nt's tot   | tal nu        | mber of employees:                             |         |                                |         |   |           |  |                                |  |   |  |
| What is                                      | the Ap     | pplica        | nt's current Workers                           | s Con   | npensation experience          | ce modi | fication                                | n factor? |  |                                |  |   |  |
| The App                                      | plicant    | is:           | ☐ Corporation                                  |         | Sole Proprietorship            |         | Partr                                   | ership    |  | ☐ Joint Venture ☐ LLC ☐ Other: |  |   |  |
| YES  | NO         |               |  |         |                                |         | YES                                     | NO        |  |                                |  |   |  |
| l  |            | Is th         | e Applicant a succe                            | ssor    | of any other                   |         |   |           | Is work done through or by any affiliated or related |                                |  |   |  |
|  | _          | busi          | ness? If YES, list p                           | rede    | cessor entities.               |         | company(s)? If YES, please provide deta |           |  |                                |  |   |  |
|  |            | Is A          | pplicant, or any affili                        | iated,  | related or                     |         |   |           | На   | s Applicant, or a              | any affiliated,                            | related or predecessor entity                               |  |
|  |            | pred          | decessor entity curre                          | ently i | nvolved in any                 | ,       |   |           | eve  | er been (or is cu              | urrently) the s                            | ubject of bankruptcy,                                       |  |
|  |            |               | ation, administrative<br>ubject to any court o |         | bitration proceeding(          | s)      |   |           |  |                                |  | lution, or the debtor related assignment for the benefit of |  |
|  |            |               | 6, provide details.                            | n age   | moy injuriouoire ii            |         |   |           |  | ditors? <b>If YES</b> ,        |  |   |  |
|  |            |               |  |         | ?                              |         |   |           | es the Applican<br>vironmental wor                   |                                | ndirectly perform non-<br>tial properties? |   |  |
| Has Applicant, or any affiliated, related or |            |               |  |         |                                |         |   |           |  |                                | erations in New York State?                |   |  |
| _  |            | pred<br>then  |  | ny offi | cer or owner of any            | of      |   |           | If Y   |                                |  | ions are preformed in New                                   |  |
|  |            |               | more than 50% of the contracted?               | ne Ap   | plicant's services             |         |   |           |  |                                |  |   |  |

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| SEC                                  | TIO  | N II. Retention                         | , Limits        | & Coverage  |          |                      |                            |   |
|--------------------------------------|--|---|-----------------|---|----------|----------------------|----------------------------|---|
| Effecti                              | ve Da  | te:                                     |                 |   | Poli     | cy Term:  One        | year ☐ Two year ☐          | Other   |
| Retent                               | ion T  | /pe: ☐ Self In                          | sured Retent    | ion    Deductible   |          | Limits of Liabi      | lity:                      |   |
| Retention Amount: \$2,500 \square \$ |  |   | ) 🗌 \$5,000 🛭   | □ \$10,000 □ \$25,000 □   |          | □ \$1M/\$1M □        | ☐ \$1M/\$2M ☐ \$2M/\$      | S2M   |
| Covera                               | •  | 0 14 / 11 133                           |                 | 'ES NO  |          |                      |                            |   |
|                                      |  | Owned Auto Liability: enefits Liability |                 |   |          |                      |                            |   |
| Lilipio                              | ree De   | chemis Liability                        |                 | ப<br>urrence Claims- Made   | <b>:</b> | None Retro           | o date:                    |   |
| Comme                                | ercial   | General Liability (CGL                  | ):              |   |          |                      | <u> </u>                   |   |
|                                      |  | Pollution Liability (CPL                | •               |   |          | <u> </u>             | _                          |   |
| Profess                              | sional   | Liability (PL):                         |                 |   |          | <u> </u>             | _                          |   |
| 0=0                                  |  |   |                 |   |          |                      |                            |   |
| SEC                                  | TIO  | N III. Prior Ins                        |                 |   |          |                      |                            |   |
| Policy -                             | Type (   | CM; Occ; No Covg.)                      | Commerci        | al General Liability (CG  | iL)      | Contractor's Po      | ollution Liability (CPL)   | Professional Liability (PL)                                     |
| Effectiv                             |  |   |                 |   |          |                      |                            |   |
| Expirat                              |  |   |                 |   |          |                      |                            |   |
| Carrier                              |  |   |                 |   |          |                      |                            |   |
| Retro D                              | Date:  |   |                 |   |          |                      |                            |   |
| Limit of                             |  | ity:                                    |                 |   |          |                      |                            |   |
| Retenti                              |  | <b></b>                                 |                 |   |          |                      |                            |   |
| Total P                              | remiu  | III.                                    |                 |   |          |                      |                            |   |
| SEC                                  | TIO  | N IV. CLAIMS                            |                 |   |          |                      |                            |   |
|                                      |  |   | ucly (last five | voors) against the Appli  | icant c  |                      |                            | ding additional information.  Liability, Contractor's Pollution |
|                                      |  | rofessional Liability po                |                 | e years) against the Appli  | cant     | or reported under a  | iny Commercial General     | Liability, Contractor's Foliution                               |
|                                      |  | Total Incurre                           | <br>d*          | Number of Claims  | Va       | luation Date         | *Includes Loss and Ex      | pense Paid and reserved.  |
| Curren                               | t Year   |   |                 |   |          |                      |                            |   |
| Odifon                               | roui   |   |                 |   |          |                      |                            |   |
| 1 <sup>st</sup> Prio                 | r Yeaı   |   |                 |   |          |                      |                            |   |
| 2 <sup>nd</sup> Pric                 | r Yea  | r                                       |                 |   |          |                      |                            |   |
| 3 <sup>rd</sup> Prio                 | r Voo  |   |                 |   |          |                      |                            |   |
| 3 P110                               | rea  |   |                 |   |          |                      |                            |   |
| 4 <sup>th</sup> Prio                 | r Yeaı   | •                                       |                 |   |          |                      |                            |   |
| For cla                              | ims gr   | eater than \$5,000, pro                 | vide details    | , including Date of Claim   | , Amo    | ount of Claim paid o | or reserved.               |   |
|                                      |  |   |                 | imstance, or situation inc  |          |                      | omission that may result i | in a claim being made against it,                               |
| Of ally                              | Other  | berson or entity for wi                 | om coverage     | 13 30ugnt: 11 1 L3, prov  | ide id   | iii detaii.          |                            |   |
|                                      |  |   |                 |   |          |                      |                            |   |
| Prac                                 | tice   | S                                       |                 |   |          |                      |                            |   |
|                                      |  | of the below must b                     | e made avai     | lable to ASI upon requ  | est.     |                      |                            |   |
| YES                                  | NO   |   |                 |   |          |                      |                            |   |
|                                      |  | Does the Applicant                      | nave a formal   | l written Company/Site sp   | pecific  | Health & Safety P    | Program?                   |   |
|                                      |  | Does the Applicant                      | nave written V  | Nork Procedures for all s   | ervice   | es selected?         |                            |   |
|                                      |  | Does the Applicant                      | nave a formal   | l written Hazardous Com   | munic    | cation Program?      |                            |   |
|                                      | ☐ Does the Applicant have a formal written Respiratory Protection Program? |   |                 |   |          |                      |                            |   |
|                                      |  | Does the Applicant                      | nave a formal   | written Medical Surveilla   | ance F   | Program?             |                            |   |
|                                      |  |   |                 |   |          |                      |                            |   |
| SEC                                  | TIO  | N VI. Subcont                           | racted S        | ervices   |          |                      |                            |   |
| YES                                  | NO   |   |                 |   |          |                      |                            |   |
|                                      |  | Are all subcontractor                   | s licensed an   | d accredited?   |          |                      |                            |   |
|                                      |  | Are the subcontracto                    | rs required to  | name the Applicant as   | an add   | ditional insured?    |                            |   |
|                                      |  |   | contract used   | d with the Applicant's clie   | ents a   | nd/or subcontracto   | rs, including hold harmle  | ss and limitation of liability                                  |
|                                      |  | clauses? What are the minimu            | ım limits the / | Applicant requires of subo  | contra   | uctors?              |                            |   |
|                                      |  |   |                 | This is the state of the state |          |                      | _                          |   |

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| OFOTION  |   |  |   |  |  |  |  |  |  |
|--|---|--|---|--|--|--|--|--|--|
|  | N VII. Mobile Equ   | upment   | Check here if this section does not apply.  |  |  |  |  |  |  |
| YES NO   |   |  | o permanently mounted power cranes, shovels, loaders, diggers or crapers or rollers? <b>If YES, specify number and description.</b> |  |  |  |  |  |  |
| Are the above-described vehicles insured for liability coverage on your commercial automobile policy?  If YES, specify Carrier Info, Policy Period and Limits.  If NO, specify Radius Driven, Annual Mileage and provide MVRs for all drivers. |   |  |   |  |  |  |  |  |  |
| 0-0-10   |   |  |   |  |  |  |  |  |  |
|  |   | gical Contracting & Consulting                                     | 117—  |  |  |  |  |  |  |
|  | will include a mold, milde<br>information requested be    |  | ological coverage may be available for this Applicant. Please   |  |  |  |  |  |  |
| Describe the   | services performed:                                       | _  |   |  |  |  |  |  |  |
| Specify the no   | umber of years involved ir                                | n microbiological work:  |   |  |  |  |  |  |  |
| Coverage Re  | equested:<br>ors Pollution Liability-                     | Migraphic legical December institut                                |   |  |  |  |  |  |  |
|  | onal Liability-   | Microbiological Decontamination  Microbiological Assessment        | ☐ Consulting on Microbiological Decontamination Projects  |  |  |  |  |  |  |
| Frolessio  | onai Liability-   | ☐ Microbiological Assessment ☐ Microbiological Laboratory Analysis | Consulting on Microbiological Decontamination Projects  |  |  |  |  |  |  |
| IF MOLD SU   | PPI IMENTAL COVERAG                                       |  | T BE SUBMITTED AND ACCEPTED PRIOR TO BINDING  |  |  |  |  |  |  |
| II IIIOLD CO   | TI EIMERTAE GOVERAC                                       | Requirements for Cont  |   |  |  |  |  |  |  |
|  |   | experience for performing Microbiological Deco                     | ontamination  |  |  |  |  |  |  |
| <ul> <li>Copy of the source of</li> </ul>  | ne written proposal/contract<br>the moisture is not remed | ct. Contract must provide a detailed scope of                      | n (training course: 16hr for workers and 24 hr for supervisors) work and state that microbiological growth could reoccur if the     |  |  |  |  |  |  |
|  | . , .   | Requirements for Consultants (except Mic                           | robiological Lab Analysis)  |  |  |  |  |  |  |
| Assessme   | ents  |  | Microbiological Decontamination projects and/or Microbiological   |  |  |  |  |  |  |
| <ul> <li>Training c<br/>course: 24</li> </ul>  |   | s providing Consulting on Microbiological Dec                      | ontamination projects and Microbiological Assessment (training  |  |  |  |  |  |  |
| <ul> <li>Sample of provide a</li> </ul>  | f proposal / contract for Co                              | nd state that microbiological growth could reoc                    | Projects and/or Microbiological Assessments. Contract must cur if the source of the moisture is not remedied                        |  |  |  |  |  |  |
| - Copy of w  | milen reporting format (lin                               | dings report) applies only to microbiological a                    | ssessments, not consulting on microbiological decontamination   |  |  |  |  |  |  |
| SECTION  | N IX. Additional  | Information  | Check here if this section does not apply.  |  |  |  |  |  |  |
|  |   | below for General Information questions w                          |   |  |  |  |  |  |  |
| Successor of   | Any Business?   |  |   |  |  |  |  |  |  |
| Project Name   | e and Location  |  |   |  |  |  |  |  |  |
| Litigation, adr<br>arbitration, co<br>or injunctions   | ourt or agency orders                                     |  |   |  |  |  |  |  |  |
| Crime Convic   | etion?  |  |   |  |  |  |  |  |  |
|  | Solvency, Reorg, r assignments for the ditors?            |  |   |  |  |  |  |  |  |
| Claim details?   | ?   |  |   |  |  |  |  |  |  |
| Claims greate  | er than \$5,000?  |  |   |  |  |  |  |  |  |
| Potential clair  | ns descriptions?  |  |   |  |  |  |  |  |  |
| Additional Co  | mments?   |  |   |  |  |  |  |  |  |

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|   | Check here if this section |                |
|---|----------------------------|----------------|
| Contracting Services  | Projected Revenues         | % Subcontracte |
| Asbestos Abatement Contractor:  |                            |                |
| Commercial  | \$                         |                |
| Residential   | \$                         |                |
| ead Abatement Contractor:   |                            |                |
| Commercial  | \$                         |                |
| Residential   | \$                         |                |
| Environmental Contractor:   | <u> </u>                   |                |
| Building Decontamination (excluding Mold, Mildew, Fungus)               | \$                         |                |
| Drilling – Environmental  | \$                         |                |
|   | \$                         |                |
| Duct Cleaning   | \$                         |                |
| Emergency Response  | -                          |                |
| Groundwater Remediation   | \$                         |                |
| Haz Mat Packing/Pickup  | \$                         |                |
| Medical Waste Pickup  | \$                         |                |
| Medical Waste Remediation   | \$                         |                |
| PCB – Light Ballast Removal   | \$                         |                |
| PCB – Removal/Remediation   | \$                         |                |
| Phyto Remediation   | \$                         |                |
| Septic System Installation  | \$                         |                |
| Soil Remediation – Bioremediation                                       | \$                         |                |
| Soil Remediation - Dig & Haul   | \$                         |                |
| Soil Remediation - Soil Incineration                                    | \$                         |                |
| Soil Remediation - Vapor Extraction                                     | \$                         |                |
| Spill Clean-Up  | \$                         |                |
| Superfund Landfill  | \$                         |                |
| Waste Incineration  | \$                         |                |
| Wastewater Treatment Systems Installation/Maintenance                   | \$                         |                |
|   | \$                         |                |
| Wetlands Contracting  | \$                         |                |
| Other (please specify)  | Φ                          |                |
| /licrobiological Decontamination Contractor:                            | 1                          |                |
| Commercial  | \$                         |                |
| Residential   | \$                         |                |
| Inderground Storage Tank Contractor:                                    |                            |                |
| Service Station Work (pump maintenance, fire suppression, power supply) | \$                         |                |
| Storage Tank Cleaning   | \$                         |                |
| Storage Tank Installation   | \$                         |                |
| Storage Tank Removal  | \$                         |                |
| Other (please specify)  | \$                         |                |
| eneral Contractor (Non-Environmental):                                  |                            |                |
| Carpentry   | \$                         |                |
| Concrete Construction   | \$                         |                |
| Construction Debris Removal   | \$                         |                |
| Demolition – Non-Structural (Interior Remodel)                          | \$                         |                |
| Demolition – Over Two Stories   | \$                         |                |
| Demolition – Two or Less Stories  | \$                         |                |
|   |                            |                |
| Drilling – Non-Environmental  | \$                         |                |
| Electrical  | \$                         |                |
| Excavation/Grading  | \$                         |                |
| General Construction  | \$                         |                |
| Insulation  | \$                         |                |
| Janitorial  | \$                         |                |
| Painting  | \$                         |                |
| Plumbing  | \$                         |                |
| Roofing – Commercial  | \$                         |                |
| Roofing – Residential   | \$                         |                |
| Service Station Construction and Maintenance                            | \$                         |                |
| Underground Utility Installation  | \$                         |                |
| Other (please specify)  | \$                         |                |
| otal Revenue for Contracting Services:                                  | \$                         | 1              |

| Haz  | Hazardous Materials/Substances Disposal Procedures                                     |   |         |      |             |     |       | Check here if the                          | is sectio | n do      | es not appl       | y. 🗆   |
|------|--|---|---------|------|-------------|-----|-------|--|-----------|-----------|-------------------|--------|
| What | What Procedure does the Applicant employ in the disposal and transportation of hazardo |   |         |      |             |     | ardou | us materials/substances?                   |           |           |                   |        |
| YES  | NO   |   | YES     | NO   |             | YES | NO    |  | YES       | NO        |                   |        |
|      |  | Bagged  |         |      | Manifested  |     |       | Transported                                |           |           | Labeled           |        |
|      |  | Drummed   |         |      | Stored      |     |       | , Treated On-Site                          |           |           |                   |        |
|      |  |   |         |      |             |     |       |  |           |           |                   |        |
| Stor | age T  | ank Installatio   | n & Rem | oval | Information |     |       | Check here if this section does not apply. |           |           |                   |        |
| YES  | NO   |   |         |      |             |     |       |  |           |           |                   |        |
|      |  | Is a leak detection system a part of all Installations?  If YES, give the types and percentages               |         |      |             |     |       | Approximately how ma twelve (12) months?   |           | vill be i | nstalled over the | e next |
|      |  | Are soil samples always taken and tested before excavation commences? If NO, when are tests done and by whom? |         |      |             |     | ces?  |  |           |           |                   |        |

| SECTION XI. Professional Services                                | Check here if this sectio | n does not apply. 🛚 |
|--|---------------------------|---------------------|
| Professional Services  | Projected Revenues        | % Subcontracte      |
| Asbestos Assessments   | \$                        |                     |
| Consulting On Asbestos Abatement Projects                        | \$                        |                     |
| Consulting On Drilling Projects                                  | \$                        |                     |
| Consulting On Landfill Projects                                  | \$                        |                     |
| Consulting On Lead Abatement Projects                            | \$                        |                     |
| Consulting On Microbiological Decontamination Projects           | \$                        |                     |
| Consulting On Soil Remediation Projects                          | \$                        |                     |
| Consulting On Storage Tank Projects                              | \$                        |                     |
| Consulting On Superfund Projects                                 | \$                        |                     |
| Environmental Geotechnical / Geophysical Consulting              | \$                        |                     |
| Environmental Feasibility Studies                                | \$                        |                     |
| Environmental Impact Studies                                     | \$                        |                     |
| Environmental Project Management                                 | \$                        |                     |
| Exhaust/Stack Air Testing  | \$                        |                     |
| Expert Witness   | \$                        |                     |
| Ground or Surface Water Monitoring                               | \$                        |                     |
| Health and Safety Consulting                                     | \$                        |                     |
| Indoor Air Quality Consulting (excluding Mold, Mildew or Fungus) | \$                        |                     |
| Industrial Hygiene Services                                      | \$                        |                     |
| Lead Assessments   | \$                        |                     |
| Lab Packing  | \$                        |                     |
| Laboratory Analysis (excluding Mold, Mildew or Fungus)           | \$                        |                     |
| Litigation Support   | \$                        |                     |
| Manual Preparation   | \$                        |                     |
| Microbiological Assessments                                      | \$                        |                     |
| Microbiological Lab Analysis                                     | \$                        |                     |
| Phase I Environmental Site Assessments                           | \$                        |                     |
| Phase II Sampling and Remedial Studies                           | \$                        |                     |
| Phase III Remedial Project Design and Supervision                | \$                        |                     |
| Property Inspections   | \$                        |                     |
| Radon Detection  | \$                        |                     |
| Regulatory Consulting / Permitting                               | \$                        |                     |
| Septic System Testing  | \$                        |                     |
| Soil Testing   | \$                        |                     |
| Storage Tank Replacement and Remedial Project Design Supervision | \$                        |                     |
| Training Schools/Seminars (excluding Mold, Mildew or Fungus)     | \$                        |                     |
| Underground Storage Tank System Testing                          | \$                        |                     |
| Waste Brokering Services   | \$                        |                     |
| Wastewater Testing   | \$                        |                     |
| Wetlands Consulting  | \$                        |                     |
| Wildlife Studies   | \$                        |                     |
| Other (please specify)   | \$                        |                     |
| otal Revenue for Professional Services:                          | \$                        | •                   |

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| License | ed/Accred      | lited States  |           | Check here if this section does not apply |   |  |  |
|---------|----------------|---|-----------|---|---|--|--|
| St      | ate            | Licenses/ Accreditations  |           |   | Services  |  |  |
|         |                |   |           |   |   |  |  |
|         |                |   |           |   |   |  |  |
|         |                |   |           |   |   |  |  |
|         |                |   |           |   |   |  |  |
|         |                |   |           |   |   |  |  |
| Laborat | ories Ow       | ned By Applicant  |           | С   | heck here if this section does not apply  |  |  |
| YES NO  |                |   | YES       | NO  |   |  |  |
|         |                | oplicant's lab use trained and appropriately certified ees to obtain bulk samples or air samples? |           |   | Does Applicant's lab actively participate or is it approved, certified or accredited in any of the following: |  |  |
|         |                |   |           |   | PAT   |  |  |
|         | Is Applic      | cant's lab premises a recognized EPA temporary waste site?  |           |   | EPA   |  |  |
|         |                | list Applicant's EPA Number:  |           |   | AIHA Accepted   |  |  |
|         |                | attach a description of the extent and method of and disposal of hazardous waste samples.         |           |   | NVLAP/ NIST   |  |  |
|         |                |   |           |   | NIOSH   |  |  |
|         | Are sam        | ples retained for future reference?   |           |   | OSHA  |  |  |
|         | If YES,        | how long?   |           |   | AIHA EMPAT  |  |  |
|         |                |   |           |   | Other (Describe)  |  |  |
| Air Mon | Air Monitoring |   |           |   | heck here if this section does not apply  |  |  |
| YES NO  |                |   |           |   |   |  |  |
|         | Are air s      | samples take by a Certified Industrial Hygienist?   |           |   |   |  |  |
|         | If NO, a       | re air samples taken by other trained and properly e  | ducated s | taff?_                                    | <u></u>   |  |  |
|         | If YES,        | specify training:   |           |   |   |  |  |
|         | Describ        | e sampling equipment used:  |           |   |   |  |  |
|         | Describ        | e air sampling equipment calibrating techniques:  | _         |   |   |  |  |

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## NOTICE TO APPLICANT-PLEASE READ CAREFULLY

## REPRESENTATIONS AND WARRANTIES

The undersigned authorized officer of the applicant declares that the statements set forth herein are true to the best of my knowledge and that no material fact has been omitted or misstated. The undersigned authorized officer agrees that if the information supplied on the application changes between the date of the application and the effective date of the insurance, he/she (undersigned) will immediately notify the insurer of such change, and the insurer may withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance.

Signing of this application does not bind the applicant to purchase or the insurer to provide the insurance. Acceptance of the applicant by the company is required prior to quotation or binding of coverage or the issuance of a policy. It is agreed that this application and the reliance upon its contents shall be the basis of the issuance of a policy and shall be attached and made part of said policy.

FRAUD WARNING: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD OR DECEIVE ANY INSURANCE COMPANY SUBMITS AN APPLICATION OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE, INCOMPLETE, OR MISLEADING INFORMATION MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES.

NOTICE TO ARKANSAS, MINNESOTA, AND OHIO APPLICANTS: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE/SHE 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, WHICH IS A CRIME.

NOTICE TO COLORADO APPLICANTS: 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 POLICY HOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICY HOLDER 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.

NOTICE TO DISTRICT OF COLUMBIA, MAINE, TENNESSEE, AND VIRGINIA APPLICANTS: 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.

NOTICE TO FLORIDA APPLICANTS: ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY EMPLOYER OR EMPLOYEE, INSURANCE COMPANY, OR SELF-INSURED PROGRAM, FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

NOTICE TO KENTUCKY APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

NOTICE TO LOUISIANA AND NEW MEXICO APPLICANTS: 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 CIVIL FINES AND CRIMINAL PENALTIES.

NOTICE TO MARYLAND APPLICANTS: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE/SHE 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.

NOTICE TO NEW JERSEY APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO

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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 SUCH VIOLATION.

NOTICE TO OKLAHOMA APPLICANTS: 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.

NOTICE TO OREGON AND TEXAS APPLICANTS: ANY PERSON WHO MAKES AN INTENTIONAL MISSTATEMENT THAT IS MATERIAL TO THE RISK MAY BE FOUND GUILTY OF INSURANCE FRAUD BY A COURT OF LAW.

NOTICE TO PENNSYLVANIA APPLICANTS: 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. A POLICY CANNOT BE ISSUED UNLESS THIS APPLICATION IS PROPERLY SIGNED AND DATED.

I HAVE READ AND FULLY UNERSTAND THE QUESTIONS AND MY ANSWERS ON THIS APPLICATION. I UNDERSTAND THAT ANY OMISSION OR MISSTATEMENT OF ANY OF THE RESPONSES THAT ARE MATERIAL TO THE RISK ASSUMED (AS WELL AS ATTACHED TO THIS APPLICATION), MAY CAUSE THIS POLICY TO BECOME NULL AND VOID AND/OR MAY GIVE RISE TO RESCISSION OF THE POLICY.

Should the signatory become aware of any change or omission relative to the information provided herein subsequent to the completion of this application and precedent to the effecting of insurance, the undersigned promissorily warrants that he will submit to American Safety Insurance Services, Inc. supplementary advice specifying such change or omission. Notwithstanding the immediate foregoing, however, the signatory further promissorily warrants that he will inform American Safety Insurance Services, Inc. of any change or omission with respect to any answers given in this application at any time subsequent to the completion thereof, provided insurance has been effected. It is agreed that the duty imposed upon the signatory by virtue of the foregoing promissory warranties, shall be non-delegable. It is further agreed that this application shall be the basis of any insurance as may be subsequently effected by American Safety Insurance Services, Inc. and that American Safety Insurance Services, Inc. will rely upon the veracity of all responses thereto in causing such insurance to be effected. It is further understood and agreed that all representations and warranties made to American Safety Insurance Services. Inc. also are made to the issuing carrier.

It is finally agreed that the completion of this application neither obligates the Applicant to purchase insurance nor binds American Safety Insurance Services, Inc. or the issuing carrier to affect insurance.

I have read the Required Fraud Warnings and further agree to the signatory statement.

| APPLICANT |                                   | DATE |  |
|-----------|-----------------------------------|------|--|
|           | Signature of Principal or Officer |      |  |
| PRODUCER  |                                   | DATE |  |
|           | Signature of Producer             |      |  |

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