## **Southern**

## SOUTHERN SPECIALTY UNDERWRITERS, LLC.

5444 Riverside Drive Macon, GA 31210

Phone: 478 757 7111 Fax: 478 474 9604

## Specialty Underwriters Excess Personal Liability EXCESS PERSONAL LIABILITY WARRANTY APPLICATION

	SECTIONS OF THIS APP								
				Cnau					
	upation. Applicant			Spou	se				
		the household been em	anloyed as	any of the fo	llowing:				
	-	edia personality; Reporte		•	•				
		on I Football or Basketb							
	_	Director or Producer witl			-	,			
	, ,	elected or appointed put	•						
•	cognizable public fig		JIIC OIIICIAI	at the State	or rederal level,		☐ Yes ☐	ı No	
								INO	
5. Mailing Address	·		Eve	ooo limito ro	augatad:				
-			EXC	2622 1111112 16	questea		□ Yes □	– L Na	
		brella requirements?	مم محمد الما	unvioted of ov			u res u	INO	
	<u>-</u>	the applicant's househo	na been co	onvicted of of			□ Yes □	N N I -	
plead guilty to a felony in the past 5 years?  9. Do any underlying policies contain exclusions or restrictions of standard coverage?									
		exclusions or restrictions		_			☐ Yes ☐	INO	
TO. Flease explain	any res response.								
		<del> </del>							
11. List all drivers	in the household and	d anyone else who woul	d regularly	drive one of	these vehicles				
								7	
	Drive	er Information			3 Years Experience		10 Years		
Name of Driver	Marital Status	License Number	State	DOB	# Moving	At Fault #	# DUI's		
					Violations	Accidents			
								1	
								1	
								1	
								١	
12 What type of E	voese Coverage is t	he applicant requesting?	2						
= =	nal Auto Liability - C	· · · · · · · -	:						
	craft Liability - Com	•							
■ Excess water	Craft Liability - Com	piete Section II							
Section   ELICIPI	ILITY Evenes Borr	anal Auto Liability							
List all vehicle inf		sonal Auto Liability							
			Drive	m. Comion	Daliavi	U. mala an	Corogo Logotion		
Year	Make	Model		Primary Carrier		Policy Number		Garage Location	
13. Does any drive	er in the household h	ave any mental or phys	ical impair	ment which v	would affect their	ability to opera	ate		
an automobile		and any mornar or priyo					c □ Yes □	l No	
		s for automobiles covere	ed complet	elv by a bus	iness auto or gara	age policy?	□ Yes □		
		der the Primary Auto Po		, .,	gaic	.go ponoy.	☐ Yes ☐		
	anoning oxologod ull	as the initially futer t	oy .				<b>=</b> 103 <b>=</b>	. 40	

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will not be driving the listed vehicle(s)?  17. Are there any other vehicles in the household which are not to be covered by this policy?						☐ Yes ☐ No ☐ Yes ☐ No		
								18. Please
Section II	. ELIGIBILITY - Exc	ess Watercraft Lia	bility					
List ALL v	watercraft owned, I	eased, charted, or	furnished	for regular ι	ise.			
Year	Make	Model	Length	Weight	# of Enigines	HP per Engine	Inbboard, Outboard	Speed MPH
10 Drimor	y Carrier:			Dal	iov Numbor			
	y Carrier ny watercrafts operat				icy Number			☐ Yes ☐ No
	e a paid captain or o							☐ Yes ☐ No
21. Are any watercraft chartered								☐ Yes ☐ No
22. Please	e explain any Yes re	sponse:						

16. Is there anyone in the household who has a drivers license (active or suspended) who

## 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: (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 Fraud Statement:** 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. **Minnesota Notice:** 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.

**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 extend 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.

**Ohio Notice:** 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. 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.

**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 a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

**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. **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#:				
Agent's signature:(Required in New	Main agency	phone number			
Agency mailing address:	Hampsnire)				
City:	State:	Zip:			
The undersigned represents that to the best of his and agrees that those particulars and statements further declares that any changes to the information of which may render inaccurate, untrue, or income and the Company may withdraw or modify any out Company is hereby authorized, but not required to and disclosures provided in this application. The company to each of this application does not bind the untreasure of the company to issue a policy. It is understood that this Application, including any material submit be attached and become a part of the policy.	are material to acceptance of the rison contained in this application prior applete any statement made will imments tanding quotations and/or authorized make any investigation and inquiry decision of the Company not to make y and shall not stop the Company frundersigned to purchase the insurance Company is relying on this application.	sk assumed by the Company. The undersign to the effective date of the insurance applied ediately be reported in writing to the Comparation or agreement to bind the insurance. They in connection with the information, statemed enter or to limit any investigation or inquiry shall from relying on any statement in this application, nor does the review of this application be ation in the event the Policy is issued. It is a	ned ed ny he ents not ion. ind greed		
New York Fraud Statement: Any person who knapplication for insurance or statement of claim colinformation concerning any fact material thereto, civil penalty not to exceed five thousand dollars and	ntaining any materially false informa commits a fraudulent insurance act,	ation, or conceals for the purpose of misleadi which is a crime and shall also be subject to	ing,		
Signature:(Chairperson of the Board, Manag	ging Member, President or Executive	e Director)			

Date: