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**NYS CONTRACTORS
SUPPLEMENTAL
APPLICATION**

A. General Information

Proposed effective date: _____

Applicant's name: _____

Applicant's mailing address: _____

City: _____ State: _____ Zip: _____

Email: _____ County: _____

Business telephone number: _____ Fax: _____

Physical location of business (if different): _____

B. Required Underwriting Information (please attach relevant supporting documentation):

- Obtain full loss history (valued w/in 30 days): GL & WC
 - a. Verify if their prior coverage included action over/labor law coverage
- Obtain copies of all contracts used
- Owners / decision-makers:
 - a. Names, percentage of ownership, contact information.
 - b. Other businesses owned including names, type of businesses, etc.
 - c. High-level bios / resumes – what is their experience in this industry?
- Subcontractors:
 - a. How do they vet their subcontractors?
 - b. What insurance – coverage (including action over), limits, etc. is required?
 - c. Do they have a strict system of qualifying all subs, obtaining AI status on their insurance, and verifying proper coverage is in place?
 - d. Do they obtain loss history (GL, WC, etc.) as part of the prequalification / vetting process?
- If they work for a General Contractor (GC):
 - a. How do they vet GCs they accept jobs from?
 - b. What insurance – coverage (including action over), limits, etc. is required?
 - c. Do they have a strict system of GCs including reviewing contract requirements?
 - d. Do they obtain loss history (GL, WC, etc.) as part of the prequalification / vetting process?
- Markets / coverage / terms:
 - a. Are other carriers offering terms? If so, please provide details (limits, premium, liability deductible, etc.)?
 - b. What limits / layers do you need us to offer terms?
 - c. Target premium per layer?
 - d. What liability deductible do they want and how high can they accept?
- If we're offering excess of another carrier:
 - a. Obtain copies of dec page and all underlying forms (premium, occurrence vs. claims made, etc.).
 - b. Dates: excess coverage will expire when the primary coverage expires.
 - c. Underlying carrier: what is their ability to appropriately handle claims on the primary layer; who handles the claims—carrier or a TPA; what's their involvement?
 - d. NOTE: We will only offer modified excess liability, NOT follow form excess.
- Retail producer/agent:
 - a. How familiar is the retail producer with this class of business?
- Onsite/physical visits and inspections:
 - a. Does the broker and/or the retail producer visit the insured and the jobsites throughout the year?
- Existing projects: a schedule of current and prior carriers including declaration pages and policy forms.
- Existing/ ongoing projects: a schedule of all required along with a detailed outline of the project status at time of binding and what the next phases entail.

Note: This policy may not meet each of the specific requirements of the insured's construction contracts:

- ✓ Defense coverage is within the limits.
- ✓ Excludes contractual liability.
- ✓ Excludes blanket: AI, AI w/ WOS, and AI w/PNC.
- ✓ Only scheduled additional insureds (AIs) are covered. We need to review all contracts to determine the appropriate additional premium to schedule and name the AI.
- ✓ Signed Acknowledgement of the Policy Terms and Conditions must be signed by all contract signatories/promises.
- ✓ NYS Third Party Action Over coverage extends to scheduled AIs only.
- ✓ Only scheduled mobile equipment is covered.
- ✓ Signed Acknowledgement of the Policy required for all AIs (both existing projects and new projects).

Please attach any additional helpful information.

****Supplemental questions and a discussion call with the insured will be required for formal terms****

REPRESENTATIONS AND WARRANTIES

The "Applicant" is the party to be named as the "Insured" in any insuring contract if issued. By signing this Application, the Applicant for insurance hereby represents and warrants that the information provided in the Application, together with all supplemental information and documents provided in conjunction with the Application, is true, correct, inclusive of all relevant and material information necessary for the Insurer to accurately and completely assess the Application, and is not misleading in any way. The Applicant further represents that the Applicant understands and agrees as follows: (i) the Insurer can and will rely upon the Application and supplemental information provided by the Applicant, and any other relevant information, to assess the Applicant's request for insurance coverage and to quote and potentially bind, price, and provide coverage; (ii) the Application and all supplemental information and documents provided in conjunction with the Application are warranties that will become a part of any coverage contract that may be issued; (iii) the submission of an Application or the payment of any premium does not obligate the Insurer to quote, bind, or provide insurance coverage; and (iv) in the event the Applicant has or does provide any false, misleading, or incomplete information in conjunction with the Application, any coverage provided will be deemed void from initial issuance.

The Applicant hereby authorizes the Insurer and its agents to gather any additional information the Insurer deems necessary to process the Application for quoting, binding, pricing, and providing insurance coverage including, but not limited to, gathering information from federal, state, and industry regulatory authorities, insurers, creditors, customers, financial institutions, and credit rating agencies. The Insurer has no obligation to gather any information nor verify any information received from the Applicant or any other person or entity. The Applicant expressly authorizes the release of information regarding the Applicant's losses, financial information, or any regulatory compliance issues to this Insurer in conjunction with consideration of the Application.

The Applicant further represents that the Applicant understands and agrees the Insurer may: (i) present a quote with a Sub-limit of liability for certain exposures, (ii) quote certain coverages with certain activities, events, services, or waivers excluded from the quote, and (iii) offer several optional quotes for consideration by the Applicant for insurance coverage. In the event coverage is offered, such coverage will not become effective until the Insurer's accounting office receives the required premium payment.

The Applicant agrees that the Insurer and any party from whom the Insurer may request information in conjunction with the Application may treat the Applicant's facsimile signature on the Application as an original signature for all purposes.

The Applicant acknowledges that under any insuring contract issued, the following provisions will apply:

1. A single Accident, or the accumulation of more than one Accident during the Policy Period, may cause the per Accident Limit and/or the annual aggregate maximum Limit of Liability to be exhausted, at which time the Insured will have no further benefits under the Policy.
2. The Insured may request the Insurer to reinstate the original Limit of Liability for the remainder of the Policy period for an additional coverage charge, as may be calculated and offered by the Insurer. The Insurer is under no obligation to accept the Insured's request.
3. The Applicant understands and agrees that the Insurer has no obligation to notify the Insured of the possibility that the maximum Limit of Liability may be exhausted by any Accident or combination of Accidents that may occur during the Policy Period. The Insured must determine if additional coverage should be purchased. The Insurer is expressly not obligated to make a determination about additional coverage, nor advise the Insured concerning additional coverage.
4. The Insurer is herein released and relieved from any and all responsibility to notify the Insured of the possible reduction in any applicable Limit of Liability. The Insured herein assumes the sole and individual responsibility to evaluate, consider, and initiate a request for additional coverage or reinstatement of the annual aggregate Limit of Liability which may be exhausted by any single Accident or combination of Accidents during the Policy Period.

Dated: _____

Dated: _____

Applicant: _____

Agent/Broker: _____

Signature: _____

Signature: _____