

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.

**FIREPLACE CONTRACTORS DISCOVERY QUESTIONNAIRE**

**THIS IS FOR QUOTATION PURPOSES ONLY—THIS IS NOT A BINDER**

PROPOSED EFFECTIVE DATE: \_\_\_\_\_

**General Information**

1. Applicant (as it would appear on the coverage contract): \_\_\_\_\_
2. Doing Business As: \_\_\_\_\_
3. Mailing Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
4. Contact Person: \_\_\_\_\_ Years Experience: \_\_\_\_\_  
 Contact Person is:  Owner  Manager  Promoter  Management  Other: \_\_\_\_\_
5. Day Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_
6. Web Address: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_
7. Is this a new business?  Yes  No If no, how many years have you been in business? \_\_\_\_\_
8. Applicant is:  Individual  Corporation  Partnership  Joint Venture  Other: \_\_\_\_\_
9. Length of season: \_\_\_\_\_
10. Who was your last or is your current insurance carrier? \_\_\_\_\_
11. What is or was your annual premium? \_\_\_\_\_
12. Describe your claims and loss history: \_\_\_\_\_  
 \_\_\_\_\_

13. Amount of Liability Required:

- |  |  |
|--|--|
| <input type="checkbox"/> 50,000 per accident / 100,000 annual aggregate    | <input type="checkbox"/> 100,000 per accident / 200,000 annual aggregate   |
| <input type="checkbox"/> 100,000 per accident / 300,000 annual aggregate   | <input type="checkbox"/> 200,000 per accident / 300,000 annual aggregate   |
| <input type="checkbox"/> 200,000 per accident / 500,000 annual aggregate   | <input type="checkbox"/> 300,000 per accident / 500,000 annual aggregate   |
| <input type="checkbox"/> 300,000 per accident / 300,000 annual aggregate   | <input type="checkbox"/> 500,000 per accident / 500,000 annual aggregate   |
| <input type="checkbox"/> 300,000 per accident / 1,000,000 annual aggregate | <input type="checkbox"/> 500,000 per accident / 1,000,000 annual aggregate |

Self-Insured Retention desired:  \$1,000  \$2,500  \$5,000  Other: \$\_\_\_\_\_

**1. Business Activities**

1. How many years of experience? \_\_\_\_\_
2. Number of Total Staff: \_\_\_\_\_ Full Time: \_\_\_\_\_ Part Time: \_\_\_\_\_
3. Number of non-operational employees (salesmen, collectors, messengers, drivers, etc.): \_\_\_\_\_
4. Total annual payroll: \$\_\_\_\_\_

Operations Payroll —Fireplace Installation	\$	Office and Clerical	\$
Operations Payroll – Other Brick Mason Services	\$	Executive and Management	\$
Payroll – Other bldg. Contractors Services	\$	Outside Sales	\$

Supervisors	\$	Other	\$
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5. Business Operations Breakdown:

a. Identify percentage of your business operations:

Commercial –Fireplace	%
Residential Fireplace – single family or twin home - not over two-story structure	%
Other Brick Mason Services	%
Other Contractor (carpentry, cement, fences, etc.)	%

b. Estimate total gross receipts, for the next 12 months

	Commercial	Residential
From fireplace operations only, including materials	\$	\$
From mason operations only, including material and repair services	\$	\$

c. Estimate total gross receipts, for the next 12 months:

From all business operations, fireplace, mason and non-fireplace, mason operations and product sales, retail sales or other service work:	\$
From new construction fireplace only contractor services	\$
From old construction fireplace operations only	\$

6. What percent of your total gross receipts is received from sub-contracted work you perform for other contractors? \_\_\_\_\_%

7. What percentage of work is repair of broken fireplace? \_\_\_\_\_%

8. What percentage of work is replacement of old fireplace? \_\_\_\_\_%

9. Does your business:

a. Perform renovations involving structural change to load-bearing walls?  Yes  No

b. Perform external work above two stories?  Yes  No

c. Lease or rent equipment to others?  Yes  No

If yes, what? \_\_\_\_\_

d. Lease or rent equipment from others?  Yes  No

If yes, what? \_\_\_\_\_

e. Distribute or sell (retail) building materials or supplies for installation by others?  Yes  No

If yes, show annual gross receipts from distribution or sale? \$ \_\_\_\_\_

f. Do you hire sub-contractors?  Yes  No

If yes,

1. Do you require certification and evidence of liability insurance from sub-contractors?  Yes  No

2. Do you require evidence of Workers Compensation insurance from sub-contractors?  Yes  No

3. Gross annual receipts from work sub-contracted out: \$ \_\_\_\_\_

4. Explain type of work you sub-contracted out: \_\_\_\_\_

\_\_\_\_\_

**REPRESENTATIONS AND WARRANTIES**

The "Applicant" is the party to be named as the "Insured" in any insuring contract if issued. By signing this Discovery Questionnaire, the Applicant for insurance hereby represents and warrants that the information provided in the Discovery Questionnaire, together with all supplemental information and documents provided in conjunction with the Discovery Questionnaire, is true, correct, inclusive of all relevant and material information necessary for the Association to accurately and completely assess the Discovery Questionnaire, and is not misleading in any way. The Applicant further represents that the Applicant understands and agrees as follows: (i) the Association can and will rely upon the Discovery Questionnaire 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 Discovery Questionnaire and all supplemental information and documents provided in conjunction with the Discovery Questionnaire are warranties that will become a part of any coverage contract that may be issued; (iii) the submission of a Discovery Questionnaire or the payment of any premium does not obligate the Association or any 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 Discovery Questionnaire, any coverage provided will be deemed void from initial issuance.

The Applicant hereby authorizes the Association, and its agents, to gather any additional information the Association deems necessary to process the Discovery Questionnaire 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 Association 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 Association in conjunction with consideration of the Discovery Questionnaire.

The Applicant further represents that the Applicant understands and agrees the Association: (i) may present a quote with a sub-limit of liability for certain exposures, (ii) may quote certain coverages with certain activities, events, services, or waivers excluded from the quote, (iii) will rate each quotation in the best interest of each Association member to the extent possible to meet the overall intent of the Association's program of insurance for all members, and (iv) 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 Association's accounting office receives the required premium payment, and the Applicant signs and returns the appropriate "Acknowledgement and Coverage Contract Receipt" form within 10 days of receiving an insurance coverage contract.

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

**IMPORTANT:** Each accepted Applicant is provided insurance as a participating member under a Master Group Policy of Insurance issued on behalf of the Transworld Building Trades and Contractors Liability Association, a qualified "Purchasing Group" under the Risk Retention Act of 1986—Public Law 97-45. Master Group Policies have been issued to the Association, formed and governed by the laws, rules, and regulations of the State of Utah, to which members will be added as "Participating Members." The Association's program of insurance is a fully insured plan with an insurer permitted to provide insurance in each Association member's state of residence.

All coverage contract charges and service provider fees are minimum and fully earned as of the effective date of coverage. Membership in the Association is restricted to those whose business or activities are similar with respect to liability to which members are exposed by virtue of any common business, act, product, service, premises, or operations. The Applicant represents that the Applicant understands and agrees: (i) the Applicant's request for the Association to quote or otherwise effect coverage for the Applicant is without undue influence or incentive, (ii) the Applicant is individually procuring any insurance that may be provided as a participant in a Master Group Policy, where the benefits and coverage have already been approved by the Association's Purchasing Group, (iii) any coverage that may be provided will be provided under a Master Coverage Contract has been effected in the State of Utah as the state in which the Purchasing Group is organized and domiciled, and where the Association's Purchasing Group's principal office is located, (iv) all rules and regulations applicable to the individual or self-procurement of insurance will govern any coverage provided, and (v) the Applicant is individually responsible for the direct payment of taxes related to coverage provided in the Applicant's state of residence. Should taxes be made a part of any quotation provided by the Purchasing Group to the Applicant, the Association may, as an accommodation and convenience to the Applicant, collect and remit any tax collected to the tax collection agency in the member's state of residence.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name