

8722 S. Harrison St. Sandy, UT 84070 P.O. Box 4439 Sandy, UT 84091 877-585-2853 • Fax 877-585-2854

## COMMUNICABLE DISEASE / WORLDWIDE PANDEMIC LIABILITY QUESTIONNAIRE

NOTE: This is a supplemental questionnaire – a completed commercial liability application is also required.

General Information	General Information Proposed effect	Proposed effective date:	
	Applicant's name:		
	Applicant's mailing address:		
	City: State		
	E-mail:	County:	
	Business telephone number: ( )	Fax: ( )	
1.	Is the business following all guidelines set forth by the US Centers for Diseas	se Control (CDC) as well as all other	
	federal, state, and local guidelines pertaining to Communicable Disease safety? ☐ Yes ☐ No		
	If yes, please provide an outline of the guidelines in place and provide a copy of active procedures:		
2.	Are current Communicable Disease safety procedures above the standard of	of care set forth by the CDC and all	
	governing authorities?	□ Yes □ No	
	If yes, please provide an outline of how current safety procedures are above the standard of care and provide a		
	copy of the policy/procedure document:		
3.	3. Is there a system in place to monitor and enforce Communicable Disease sat	afety procedures? ☐ Yes ☐ No	
	If yes, please provide an outline of how safety procedures are monitored and policy/procedure document:		
4.	4. Do you have a way to contract trace or track patrons, guests, or participants	and notify of any communicable	
	disease outbreaks where your business has been directly involved?	☐ Yes ☐ No	
5.	5. Do you screen all individuals (customers, residents, staff, etc.) for Communic	cable Disease symptoms (fevers,	
	respiratory issues, etc.)?	☐ Yes ☐ No	
	If yes, please provide an outline of how procedures and provide a copy of the policy/procedure document:		
6.	6. Are you aware of anyone (customer, resident, staff, etc.) who has tested pos	sitive for COVID-19 or has symptoms	
	currently that could be COVID-19?	☐ Yes ☐ No	

## 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 Sublimit 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
Print name	Print name