

- EVANSTON INSURANCE COMPANY
- ESSEX INSURANCE COMPANY

**APPLICATION FOR SPECIFIED PRODUCTS AND COMPLETED OPERATIONS LIABILITY INSURANCE**

**Notice:** The policy for which application is made applies only to "Claims" first made during the Policy Period. The limits of liability shall be reduced by "Claim Expenses" and "Claim Expenses" shall be applied against the deductible, unless the policy is amended by endorsement. Please read the policy carefully.

If space is insufficient to answer any question fully, attach a separate sheet.

**I. GENERAL INFORMATION**

1. (a) Full name of Applicant: \_\_\_\_\_  
 \_\_\_\_\_
- (b) Principal business premises address: \_\_\_\_\_  
 (Street) (County)  
 \_\_\_\_\_  
 (City) (State) (Zip)
- (c) List the names of all predecessor organizations of the Applicant: \_\_\_\_\_  
 \_\_\_\_\_
- (d) Audit contact name: \_\_\_\_\_ (e) Phone Number: \_\_\_\_\_
- (f) Website address: \_\_\_\_\_ (g) Date established (MM/DD/YYYY): \_\_\_\_\_
- (h) Applicant is a:  
 corporation  partnership  sole proprietorship  limited liability company (LLC)  other \_\_\_\_\_
2. Is the Applicant controlled by, owned by, or commonly owned, affiliated or associated with any other organization?..... Yes  No   
 (a) If Yes, provide details. \_\_\_\_\_

**II. SPECIFIED PRODUCTS AND COMPLETED OPERATIONS**

1. Provide the following information for those products and/or services the Applicant wants coverage for. Only those products and services listed below will be considered for coverage.

Products and Services (or specific categories)	Applicant Acts as a(n)					No. of Years	% of Gross Receipts	Does Applicant		Products sold to:			
	M	W	R	I	MR			Install?	Repair or Service?	W	R	C	O

**M:** manufacturer **W:** wholesaler **R:** retailer **I:** importer **MR:** manufacturer's rep. **C:** consumer direct **O:** other (describe)

2. Total gross receipts from all products and services listed in Part II, Question 1. hereinabove:
  - (a) Estimated annual gross receipts for the coming year: \$ \_\_\_\_\_
  - (b) Annual gross receipts: (i) last twelve months: Year: \_\_\_\_\_ \$ \_\_\_\_\_ (ii) 1<sup>st</sup> prior year: Year: \_\_\_\_\_ \$ \_\_\_\_\_
3. Is the Applicant presently considering any change in the mix of products, including adding new products or services, for the coming year?..... Yes  No   
 (a) If Yes, provide details. \_\_\_\_\_
4. Has the Applicant discontinued or is it considering discontinuing any product or service listed above?.. Yes  No   
 (a) If Yes, provide details. \_\_\_\_\_
5. Are any of the Applicant's products or services used in connection with aircraft/missiles/aerospace?.... Yes  No

(a) If Yes, provide details. \_\_\_\_\_

**III. PROCESSING AND QUALITY CONTROL**

**1. PROCESSING**

- (a) Do any products or ingredients or components thereof, originate from outside the United States?.. Yes [ ] No [ ]
  - (i) If Yes, specify:
    - (1) The country(ies) of origin: \_\_\_\_\_
    - (2) The name of each manufacturer, distributor or supplier: \_\_\_\_\_
- (b) Do others manufacture, assemble, package or install products under Applicant's name or label? ... Yes [ ] No [ ]
  - (i) If Yes, provide the name(s) and address(es) of contract manufacturer(s): \_\_\_\_\_
- (c) Does the applicant manufacture, assemble, package or install products for others under their name or label? ..... Yes [ ] No [ ]
  - (i) If Yes, explain. \_\_\_\_\_

**2. QUALITY CONTROL AND RECORDKEEPING**

- (a) Does the Applicant have a quality control and testing procedure?..... Yes [ ] No [ ]
  - (i) If Yes, how long does the Applicant keep quality control and testing records? \_\_\_\_\_
- (b) Can the Applicant identify its product(s) from those of competitors? ..... Yes [ ] No [ ]
- (c) Do all records show to whom and the date each product was sold?..... Yes [ ] No [ ]
- (d) Does the Applicant require certificates of insurance evidencing Products Liability Insurance from suppliers?..... Yes [ ] No [ ]
- (e) Who designs the Applicant's products? \_\_\_\_\_
- (f) Are product designs reviewed, tested and verified by others? ..... Yes [ ] No [ ]
- (g) Does the Applicant have a specific program to withdraw known or suspected defective products from the market? ..... Yes [ ] No [ ]
- (h) Has the Applicant ever recalled or is it considering recalling any product?..... Yes [ ] No [ ]  
If Yes, attach an explanation. \_\_\_\_\_
- (i) Have any of the Applicant's products or ingredients or components thereof, ever been the subject of any investigation, enforcement action, or notice of violation of any kind by any governmental, quasi-governmental, administrative, regulatory or oversight body? ..... Yes [ ] No [ ]
  - (1) If Yes, provide details. \_\_\_\_\_

**IV. INSURANCE INFORMATION**

- 1. (a) Limits of Liability: Indicate the limits of liability requested: \$ \_\_\_\_\_ / \$ \_\_\_\_\_
- (b) Deductible: Indicate the deductible requested: \$ \_\_\_\_\_

THE COMPANY DOES NOT GUARANTEE TO OFFER ANY OF THE ABOVE LIMITS AND/OR DEDUCTIBLES.

- 2. Provide the following for present Product Liability Insurance: If None, check here [ ]
- | Insurance Company | Limits of Liability | Deductible/ SIR | Premium | Expiration Dates (MM/DD/YYYY) | Retroactive/ Prior Acts Date |
|-------------------|---------------------|-----------------|---------|-------------------------------|------------------------------|
|                   |                     |                 |         |                               |                              |

- 3. Has any insurer declined, canceled, or nonrenewed any Product Liability Insurance or any similar insurance on behalf of any person(s) or organization(s) proposed for this insurance?..... [ ] Yes [ ] No
- (a) If Yes, provide details. \_\_\_\_\_

**V. CLAIM HISTORY**

- 1. Has any claim for Product Liability been made against any person(s) or organization(s) proposed for this insurance during the last five (5) years? ..... [ ] Yes [ ] No  
If Yes, provide five (5) year loss history for all claims, including any predecessor. Attach a description of any loss greater than \$10,000.

Year	No. of Claims	Total Amounts Paid	Amounts Reserved	Total Incurred	Date of Loss Info.

2. Is (are) any person(s) or organization(s) proposed for this insurance aware of any fact, incident, circumstance, situation, condition, defect or suspected defect which may result in a Product Liability claim, such that would fall under the proposed insurance? ..... [ ] Yes [ ] No  
 If Yes, provide details. \_\_\_\_\_

**VI. ADDITIONAL INFORMATION**

As part of this application attach the following: Brochures; Labels; and Instructions.

**NOTICE TO THE APPLICANT - PLEASE READ CAREFULLY**

No fact, circumstance or situation indicating the probability of a "Claim" or action for which coverage may be afforded by the proposed insurance is now known by any person(s) or organization(s) proposed for this insurance other than that which is disclosed in this application. It is agreed by all concerned that if there is knowledge of any such fact, circumstance or situation, any "Claim" subsequently emanating therefrom shall be excluded from coverage under the proposed insurance.

For the purpose of this application, the undersigned authorized agent of the person(s) and organization(s) proposed for this insurance declares that to the best of his/her knowledge and belief, after reasonable inquiry, the statements in this application and in any attachments, are true and complete. Markel Shand, Inc. or the Company is authorized to make any inquiry in connection with this application. Signing this application does not bind the Company to provide or the Applicant to purchase the insurance.

This application, information submitted with this application and all previous applications and material changes thereto of which Markel Shand, Inc. receives notice is on file with Markel Shand, Inc. and is considered physically attached to and part of the policy if issued. Markel Shand, Inc. and the Company will have relied upon this application and all such attachments in issuing the policy.

If the information in this application and any attachment materially changes between the date this application is signed and the effective date of the policy, the Applicant will promptly notify Markel Shand, Inc., who may modify or withdraw any outstanding quotation or agreement to bind coverage.

The undersigned declares that the person(s) and organization(s) proposed for this insurance understand that:

- (i) the policy for which this application is made applies only to "Claims" first made during the "Policy Period";
- (ii) unless amended by endorsement, the limits of liability contained in the policy shall be reduced, and may be completely exhausted by "Claim Expenses" and, in such event, the Company will not be liable for "Claim Expenses" or the amount of any judgment or settlement to the extent that such costs exceed the limits of liability in the policy; and
- (iii) unless amended by endorsement, "Claim Expenses" shall be applied against the "Deductible".

**WARRANTY**

I/We warrant to the Company, that I/We understand and accept the notice stated above and that the information contained herein is true and that it shall be the basis of the policy and deemed incorporated therein, should the Company evidence its acceptance of this application by issuance of a policy. I/We authorize the release of claim information from any prior insurer to Markel Shand, Inc. or the Company, Ten Parkway North, Deerfield, Illinois 60015.

Note: This application is signed by undersigned authorized agent of the Applicant(s) on behalf of the Applicant(s) and its owners, principals, partners, directors, officers and employees.

Must be signed by the owner, principal, partner, executive officer or equivalent (within 60 days of the proposed effective date).

Name of Applicant	Title
Signature of Applicant	Date

**Notice to 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 the person to criminal and civil penalties.



Ten Parkway North, Deerfield, IL 60015  
 (847) 572-6000 Fax (847) 572-6137  
 Underwriting Manager

- o DEERFIELD INSURANCE COMPANY
- o EVANSTON INSURANCE COMPANY
- o ESSEX INSURANCE COMPANY
- o MARKEL AMERICAN INSURANCE COMPANY
- o MARKEL INSURANCE COMPANY

## DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE AND ELECTION FORM

RE: ECLAT CONSULTING, INC.  
 Risk ID. No.: 3233096

You are hereby notified that under the Terrorism Risk Insurance Act of 2002 (the "Act"), effective November 26, 2002, and extended on December 22, 2005, that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act ("Terrorism Coverage"): The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that Terrorism Coverage required to be offered by the Act for losses caused by certified acts of terrorism is partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% (85% in 2007) of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this Terrorism Coverage is provided below and does not include any charges for the portion of loss covered by the federal government under the Act.

**SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE**

**PLEASE ENTER "X" IN ONE OF THE BOXES BELOW AND SIGN AND DATE WHERE INDICATED BELOW.**

**Alaska, Florida, Georgia and Oklahoma Applicants:** Please be advised that in the event a policy is purchased, the policy premium will include a 1% surcharge for Terrorism Coverage unless you elect to decline Terrorism Coverage. You need to enter an "X" below if you wish to decline Terrorism Coverage.

	I hereby elect to purchase the Terrorism Coverage required to be offered under the Act. I understand that my policy premium will include a 3% surcharge for this coverage.
	I decline to purchase the Terrorism Coverage required to be offered under the Act. I understand that my policy will be endorsed to exclude the Terrorism Coverage required to be offered under the Act.

\_\_\_\_\_  
 Name of Applicant

\_\_\_\_\_  
 Title (Officer, partner, etc.)

\_\_\_\_\_  
 Signature of Applicant

\_\_\_\_\_  
 Date

SIGNING this Disclosure Notice does not bind the Applicant or the Insurer or the Underwriting Manager to complete the insurance.