

8722 S. Harrison St. Sandy, UT 84070 P.O. Box 4439 Sandy, UT 84091 877-678-7342 • Fax 800-478-9880 quotes@primeis.com

## PROTECTION & INDEMNITY APPLICATION

## A. Producer Information 1. Name of Agency: \_\_\_\_\_ Telephone number: \_\_\_\_ 2. Producer License Number: 3. Is the account new to the Producer? ☐ Yes ☐ No If no, how many years has this account been handled? **B.** General Information 1. Name of Applicant: 2. Contact Person: \_\_\_\_\_ Contact's telephone number: \_\_\_\_\_ 3. Business address: \_\_\_\_\_ 4. Effective date of coverage: Name of Principal(s) and/or Owner(s): 6. Has the Applicant and/or its Affiliated Companies been involved in bankruptcy proceedings? ☐ Yes ☐ No If yes, please specify details on separate sheet. 7. Has insurance ever been denied, cancelled or non-renewed on this Applicant and/or its Affiliated Companies? ☐ Yes ☐ No If yes, please state why: 8. What is the nature of Applicant's trade/operation? 9. Number of years Applicant has operated vessels in this trade/operation? 10. Number of years operating under existing name? 11. Has Applicant operated vessels under any other corporation or partnership in the past 10 years? ☐ Yes ☐ No If yes, please explain: 12. Specify navigational limits required: 13. If Tank Barge Operator, please attach details of O.P.A. Compliance Plan. 14. Describe cargo handled: \_\_\_ 15. Does Applicant require Vessel Owner's Liability to Cargo? ☐ Yes ☐ No If yes, please specify: 16. Maximum values per vessel/barge and shipment/tow: 17. Limit of liability required: 18. Please provide details of standard contract of carriage: 19. Please provide details of all contractual obligations the Applicant might incur as they relate to this requested insurance: \_\_\_ C. Safety & Loss Prevention 1. Does Applicant/Owner employ a Loss Prevention and/or Safety Director? ☐ Yes ☐ No

List qualifications/experience:

	2.	How many hours a week does this individual spend in his/her capacity as a Loss Prevention and/or Loss Safety Director?							
	3.	Have the Applicant's operations been subjected to an independent safety audit? ☐ Yes ☐ No							
		yes, give details of audit and recommendation, including whose advisory services were employed and date hen implementation took place. (Please use separate sheet).							
	4.	Please describe the Applicant's pre-employment screening practices and employment physicals required of new hires:							
	5.	Does Applicant use the services of the Marine Index Bureau? ☐ Yes ☐ No							
	6.	Are safety and training programs a fully budgeted item? ☐ Yes ☐ No							
	7.	Please describe in detail the company's orientation, safety and training programs (including manuals provided) for new hires:							
	8.	Are safety meetings held on a regular basis? ☐ Yes ☐ No If yes, how often?							
	9. Health care plan or policy in effect for the crew? ☐ Yes ☐ No								
	10.	Maritime Employer's Liability Policy in effect? ☐ Yes ☐ No If yes, please state limit:							
	11. Please describe Applicant's maintenance program for vessels and equipment including any self-inspection program:								
D.	Det	ails on Crew/Employees/Others							
	1.	Total number of crew employed:							
	2.	Max. number of crew working @ A.O.T.:							
	3.								
	4.	Does the crew work on a "time shift" basis? ☐ Yes ☐ No							
	5.	If the crew works on a "time shift" basis, please specify: Period of time for each "shift":							
		No. of "shifts" in any one 24 hour day: No. of crew assigned to each "shift":							
	6.	Does the crew from one shift remain onboard after being relieved from the next "shift"? ☐ Yes ☐ No							
	7.	Total annual payroll for crew:							
	8.	Number of employees typically onboard other than crew:							
	9.	Describe the circumstances under which these other employees are onboard the applicant's vessels:							
	10.	0. Are there any other "third party" personnel quartered on or working from the scheduled vessels? ☐ Yes ☐ No If yes, describe whom and the circumstances why:							
Ε.	Los	ess History							
	incl oth	ase list all reported incidents for the previous five (5) years. The list must include ALL previously Closed Claims, uding the Closed without payments, ALL incidents whether an "Estimate of Loss" has been set or not, and ALL er claims where an estimate has been set and/or payments made. ALL figures should contain Legal Fees and benses.							
	Cor	e: The information above must be reported for ALL vessels operated by the Applicant/Assured and/or Affiliated mpanies for the previous five (5) years, whether or not the vessels appear on the attached schedule and played in the format outlined below.							

		State I	following Per Police	oy rear						
Date of	Status		ption of Loss		Net Paid	Net Reserve	Applicat			
Loss	Open/Close	ed			Amount	Amount	Deducti			
Vessel D	) Details									
		tails" section should be cop onal vessels that may be a								
Vessel name:		Date acquired:	Year built:	Type of v	Type of vessel: Insured/Agreed GR					
				, , , , , , , ,		Value:				
Dimanaia		Construction materials	Dagayagasi	Manage	ala a a ifi a a t	an anciety:				
Dimensions:		Construction material:	Does vessel carry cargo? ☐ Yes ☐ No	Vessel's classification society:						
No. of cre	ew:	No. of other employees:	Is vessel used to  ☐ Yes ☐ No	to carry passengers?  If yes, specify U.S.C.G. passenger limitation:						
2 100 E 110 II you, opeany c.c.c. passenger inmatte										
Are pass	The passengers issued with a standard passenger ticket? ☐ Yes ☐ No ☐ If yes, please give details:									
Manufact of engine	anufacturer & H.P. Date of last engine(s) engines: overhaul:		Manufacturer of generators:	Date of la	last generator(s) overhaul:					
		ls V	essel Equipped W	/ith:						
1. High	temperature/	the engines?			☐ Yes	s □ No				
2. Bilge	alarms in go	ood working condition?				☐ Yes	s □ No			
3. Auto	matic fire exti	inguishing system in the er	ngine room?			☐ Yes	s □ No			
4. Non-	skid paint or	surface on deck and on all	ladders?			☐ Yes	s □ No			
5. Fire	3 - 3 - 3 - 3 - 1 - 1 - 1 - 1 - 1 - 1 -									
If no, please explain why not:										

## 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.

Applicant's Signature:	Date:		
Agent's Signature:	Date:		