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877-678-7342 • Fax 801-304-5551

# ANIMAL LIABILITY

## General Information

Proposed Effective Date: \_\_\_\_\_

Applicant's Name: \_\_\_\_\_

Applicant's Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_ County: \_\_\_\_\_

Business Telephone Number: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Physical location where animals are housed (if different): \_\_\_\_\_

Population within 50 miles: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Producer No.: \_\_\_\_\_ Producer's Name: \_\_\_\_\_

Producer's E-mail: \_\_\_\_\_

## 1. Insurance History

Who is your current insurance carrier (or your last if no current provider)? \_\_\_\_\_

Provide name(s) for all insurance companies that have provided Applicant insurance for the last three years:

	Coverage:	Coverage:	Coverage:
Company Name			
Expiration Date			
Annual Premium	\$	\$	\$

Has the Applicant or any predecessor or related person or entity ever had a claim?  Yes  No

Completed Claims and Loss History form attached (REQUIRED)?  Yes  No

Has the Applicant, or anyone on the Applicant's behalf, attempted to place this risk in standard markets?  
 Yes  No

If the standard markets are declining placement, please explain why: \_\_\_\_\_

## 2. Desired Insurance

Note: No coverage can be quoted for commercial operations.

### Limit of Liability (with per person sub-limit):

- \$25,000 per person / \$50,000 per accident / \$100,000 aggregate
- \$50,000 per person / \$100,000 per accident / \$200,000 aggregate
- \$100,000 per person / \$200,000 per accident / \$400,000 aggregate
- \$150,000 per person / \$200,000 per accident / \$500,000 aggregate
- Other: \_\_\_\_\_

**o Limit of Liability (with no per person sub-limit):**

- \$50,000 per accident / \$100,000 aggregate
- \$100,000 per accident / \$200,000 aggregate
- \$250,000 per accident / \$500,000 aggregate

**Self Insured Retention (SIR):**  \$1,000 (Minimum)  \$1,500  \$2,500  \$5,000  \$10,000

Note: Higher SIRs will generally reduce the premium charged, but SIRs of \$2,500 or greater must be accompanied by proof of the Applicant's ability to pay that SIR amount (i.e. last year's tax return forms).

**3. Pet Information**

1. Do you own or rent your home?  Own  Rent
- a. Your home is:  an apartment  a duplex, or other multi-family structure  
 a condo or townhouse  a house
- b. If you have a private yard, is your yard fenced or walled in?  N/A  Yes  No

If yes:

1. Height of fence/wall: \_\_\_\_\_ ft.
2. Type of fence/wall:  Wood fence with separated slats (e.g. picket fence)  
 Wood slats with no space between slats  
 Chain link fence  
 Brick or cement wall  
 Other: \_\_\_\_\_

3. Does fence completely enclose the yard?  Yes  No  
If no, describe: \_\_\_\_\_
4. Is the bottom of the fence buried 12 or more inches underground?  Yes  No
5. Is/are the animal(s) allowed in the yard unattended?  Yes  No

2. Do you have signs posted warning passerby about the dog?  Yes  No  
If yes, list number of signs and text on each sign, and explain why signs are posted: \_\_\_\_\_  
\_\_\_\_\_

3. What is the nearest public facility (e.g. church, school, public park)? How far away is the facility? \_\_\_\_\_  
\_\_\_\_\_

4. Do you have a kennel or secured area for the animal?  Yes  No  
If yes,  
a. When is the kennel or area used? \_\_\_\_\_  
\_\_\_\_\_

- b. If a dog kennel, does the kennel have a top?  Yes  No

5. How is the animal confined when you are away from the home? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Do you use a shock collar or other similar electronic restraints for any animal?  Yes  No  
If yes, describe restraint and typical use of restraint: \_\_\_\_\_  
\_\_\_\_\_

7. Are there children in the home?  Yes  No  
 a. If yes, list number of children and children's ages: \_\_\_\_\_

8. Do you conduct business from your home?  Yes  No  
 If yes:

- a. Type of business: \_\_\_\_\_
- b. Do customers, business partners, sales people or other similar business visitors come to your home?  Yes  No
- c. If yes, is/are the animal(s) restrained or confined during business hours?  Yes  No  
 Describe: \_\_\_\_\_

9. Are animals required to be registered in your area?  Yes  No  
 a. If yes, by what authority (check all that apply)?  City  County  State  Other: \_\_\_\_\_

b. Attach a copy of all licenses held by any animal in your house.

10. What is the maximum number of animal allowed by law in a household in your state? \_\_\_\_\_

11. Is coverage required by any municipality, contract or ordinance?  Yes  No  
 If yes, attach a copy of the ordinance or contract.

12. Is off-premises liability coverage required?  Yes  No

13. Any travel plans which will include any animal in the next twelve months?  Yes  No

If yes:

- a. Describe travel plans: \_\_\_\_\_
- b. How will the animal be controlled during travel? Describe: \_\_\_\_\_

c. If you have travel plans, but the animal will not travel with you, describe care arrangements:

14. Have any of the animals to be insured shown any aggressive behavior, or have been involved in any incidents with the public?  Yes  No

If yes, explain: \_\_\_\_\_

15. Complete the following table for each animal at this physical location. Indicate whether the animal is to be considered as part of this quote for insurance in "To Be Insured?"

<b>ANIMAL'S NAME</b>					
<b>BREED</b>					
<b>AGE / WEIGHT</b>	/	/	/	/	/
<b>COLOR</b>					
<b>YEARS OWNED</b>					
<b>REGISTRATION TAG NUMBER</b>					
<b>TO BE INSURED?</b>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

- a. For each animal listed in the table above, indicate whether the animal's rabies vaccination is current, and attach a veterinary record of any vaccinations administered. \_\_\_\_\_
- \_\_\_\_\_
- b. For each animal listed in the table above, indicate whether or not each animal is spayed or neutered: \_\_\_\_\_
- \_\_\_\_\_
- c. For each dog or cat listed in the table above, indicate whether the animal has a microchip implanted that identifies the animal, the animal's owner, and the owner's address: \_\_\_\_\_
- \_\_\_\_\_

### Dog Owners Only

16. Does the Applicant's yard have a dog run?  Yes  No  N/A

If yes, describe the dimension of the dog run: \_\_\_\_\_

Does the dog run have a top?  Yes  No

17. If any animals to be insured is a dog, is any dog ever chained up?  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 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

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

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