



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.

## AGRICULTURAL CHEMICAL APPLICATORS DISCOVERY QUESTIONNAIRE

THIS IS FOR QUOTATION PURPOSES ONLY – THIS IS NOT A BINDER

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

### General Information

1. Applicant: \_\_\_\_\_
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: \_\_\_\_\_
7. Is this a new business?  Yes  No If now, how many years have you been in business? \_\_\_\_\_
8. Insured is:  Individual  Corporation  Partnership  Joint Venture  Other: \_\_\_\_\_
9. Length of season: \_\_\_\_\_

### Insurance History

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: \_\_\_\_\_  
\_\_\_\_\_

### Limits of Liability

13. Amount of Liability required:

Per Act/Aggregate

Per Person/Per Act/Aggregate

<input type="radio"/>	\$50,000/\$100,000	<input type="radio"/>	\$25,000/\$50,000/\$100,000
<input type="radio"/>	\$150,000/\$300,000	<input type="radio"/>	\$75,000/\$150,000/\$300,000
<input type="radio"/>	\$250,000/\$1,000,000	<input type="radio"/>	\$100,000/\$250,000/\$1,000,000
<input type="radio"/>	\$500,000/\$1,000,000	<input type="radio"/>	\$250,000/\$500,000/\$1,000,000
<input type="radio"/>	Other: _____	<input type="radio"/>	Other: _____

Limit of Liability Required by State: \$ \_\_\_\_\_

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

### Business Activities

14. Total Number of Staff: \_\_\_\_\_
15. Estimated Annual Gross Payroll:
  - a. Licensed Applicators: \_\_\_\_\_

- b. Other Service Personnel: \_\_\_\_\_
- c. Office Employees: \_\_\_\_\_
- d. Salesmen: \_\_\_\_\_
- e. All Other Service Employees: \_\_\_\_\_

16. How many service vehicles were operated last year? \_\_\_\_\_ This year? \_\_\_\_\_

17. How many vehicles are owned by the business other than the service vehicles? \_\_\_\_\_

18. Please specify the dollar amount and percentage of business for all services performed:

Service Description	Annual Amount	Percentage
Ground Application of Non-Edible Insecticides	\$	%
Ground Application of Non-Edible Fertilizers	\$	%
Ground Application of Non-Edible Herbicides	\$	%
Ground Application of Edible Insecticides	\$	%
Ground Application of Edible Fertilizers	\$	%
Ground Application of Edible Herbicides	\$	%

19. Total annual gross income: \$ \_\_\_\_\_

- 20. Do you sell manufactured chemicals that are not premixed formulas?  Yes  No
- 21. Do you use any 1080 compounds?  Yes  No
- 22. Is any mechanical or contractors equipment left unattended at any job site?  Yes  No

**NOTE:** A Coverage Contract which might be issued pursuant to this questionnaire will not cover liability arising out of the use of pesticides or chemicals not approved by the EPA and / or not authorized in the state of application.

23. Do you ever rent or borrow equipment from others or loan to others?  Yes  No  
If yes, please explain: \_\_\_\_\_

24. Do you sell any products to the public?  Yes  No  
If yes, please explain: \_\_\_\_\_

25. Do you operate beyond a 50-mile radius?  Yes  No

26. Are adequate records obtained and maintained of bid orders, work orders, release agreements, billings, reports of accidents or problems on a job, etc.?  Yes  No

27. Please provide a list of the equipment in use relating to your on-the-job business operations.

28. Please identify the locations and square footage of any space you occupy for the business:  
Office: \_\_\_\_\_ Warehouse: \_\_\_\_\_ Garage: \_\_\_\_\_ Parking: \_\_\_\_\_

29. Do you drill underground foundation, concrete or pavement that exceeds two feet below the surface?  Yes  No

30. In public utilities (power, gas, phone, water) are available, do you use their customer service for assistance and to identify underground fixtures prior to beginning work?  Yes  No

31. Are primary chemicals sold?  Yes  No  
If yes, please list and identify if it is retail or wholesale, and name manufacturer:

Chemical: _____	Manufacturer: _____	<input type="checkbox"/> Retail <input type="checkbox"/> Wholesale
_____	_____	<input type="checkbox"/> Retail <input type="checkbox"/> Wholesale
_____	_____	<input type="checkbox"/> Retail <input type="checkbox"/> Wholesale
_____	_____	<input type="checkbox"/> Retail <input type="checkbox"/> Wholesale

32. Does your state require licensing of all applicators?  Yes  No

33. Does your state require licensing of all tree service companies?  Yes  No

34. Does your state require licensing of landscape companies?  Yes  No

35. Indicate the chemical and manufacturer of each used for the following:

Use	Chemical Used	Manufacturer
Agricultural Chemical Application		
Other: _____		

36. Please provide a copy of your training program, bud and job contract(s), work order form, customer release of liability, and a copy of sales brochures and other pertinent material.

37. Do you use subcontractors?  Yes  No  
 If yes, do you require certificate of insurance?  Yes  No

38. Please provide a copy of your training program, bid and job contract(s), work order form, customer release of liability, and any pertinent sales brochures/marketing materials.

39. Do you use subcontractors?  Yes  No  
 If yes, do you require certificates of insurance?  Yes  No

40. Please indicate the percentage of the type of services your provide:

Service	Percentage
Commercial	%
Residential	%
Industrial	%
Municipal	%
Government	%
Religious	%
Restaurant, Bar, or Tavern	%
Office Building	%
Hospital or Health Care	%
Schools or Arenas	%

41. Do you operate from your home and use chemicals?  Yes  No  
 If yes:

a. Are all chemicals stored in a separate building?  Yes  No

b. How are chemicals protected and secured? \_\_\_\_\_  
 \_\_\_\_\_

c. What is the form of heating used in your chemical storage area? \_\_\_\_\_

42. Please describe your equipment maintenance and service program: \_\_\_\_\_  
 \_\_\_\_\_

43. Are you a member of any industry associations or groups?  Yes  No  
 If yes, please list: \_\_\_\_\_

### 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 North America Chemical Users and Applicators Association Incorporated, 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: \_\_\_\_\_

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

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