



Insurance Application

Trade Name Restoration (TNR®)

Food Borne Illness & Contamination Insurance

®
UNDERWRITING
FACILITIES

Loss of Business Income &
Incident Response Expenses



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PROFESSIONAL LIABILITY INSURANCE SERVICES, INC. (PLIS®, INC.)



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HOSPITALITY RESTORATION INSURANCE APPLICATION
Loss of Business Income & Incident Response Expense for Food Borne Illness

PROFESSIONAL LIABILITY INSURANCE SERVICES®, INC.
UNDERWRITING FACILITY - SINCE 1983

P: 800.761.7547 | F: 512.327.5834 | E: UNDERWRITING@PLISINC.COM | W: WWW.PLISINC.COM

- 1. Applicant Company Name:
Hospitality Trade Name(s):
2. Mailing Address:
3. Risk Management/Crisis Management Contact Person:
Phone: Email:
4. Services Provided other than food/beverage services:
5. Total Employee Count (all locations): Full Time: Part Time:
6. Total Revenues all Locations:
7. For Hotel/Resort Operator Only
a. What is the average occupancy rate?
b. How long is the average guest stay (how many days)?
c. What is the average cost of a room?
d. Total number of rooms
e. Total revenue derived from occupancy (room rental):
f. Additional services provided (spa, massage, etc)
g. If the resort is seasonal, what months is the resort specifically open?
8. For Operators with Only Pools, Saunas, Hot Tubs (or other similar recreational water attractions)
a. How many of each does the Operator run? Pools Hot Tubs Saunas
b. Is there a separate filtration for each? YES NO
c. Do you or a third party test/treat the water for each system? YES NO
If so, how often?
d. Are maintenance and testing records maintained? YES NO
e. Is the pool maintained by a certified professional? YES NO
If no, by whom is the pool maintained?
9. During the last five years, has any location experienced or been involved in the following?:
a. An accidental or malicious contamination incident resulting in a business interruption. YES NO
b. An extortion attempt. YES NO
c. Cited or closed down by any public health authority or civil authority. YES NO
d. A food borne illness incident resulting in a business interruption. YES NO
e. A water borne illness incident resulting in a business interruption. YES NO
f. A workplace violent event. YES NO
g. A data breach event. YES NO
h. A supplier recall event. YES NO
i. A pandemic event. YES NO
If Yes to any of the above, provide complete dates, details, and amount of the loss, if applicable.
10. Do you have loss control or preventive protocols in place to prevent accidental or malicious contamination or water borne illnesses from occurring?
YES NO If yes, please provide.

NOTICE

The Applicant represents to the best of its knowledge and belief that the statements set forth are true and include all material information, and that there has been no attempt at suppression or misstatement of any material facts known, or which should be known, which might affect the judgment of Underwriters in their rating and/or acceptance of this risk.

The Applicant agrees that if a contract of insurance is provided by Underwriters, this Application and any other previous Applications, along with any additional supplemental applications, any attachments and supplied information shall be the basis for the formation of such contract and shall be a material and integral part of the Policy, whether or not they are attached to the Policy and/or signed by the Applicant. The Applicant understands and agrees by signing this Application, and any additional supplemental applications, a signature reproduced by either

digital signature, electronic signature, facsimile or photocopy, shall have the same legal effect, validity and enforceability as a handwritten (wet ink) signature to the fullest extent permitted by applicable law.

Any representations made in the application process for any Policy that may be issued by Underwriters, and the statements made within this Application, any additional supplemental applications, any attachments and supplied information shall be construed as representations of the Applicant.

The Applicant represents that the person signing and initializing this Application and any additional supplemental applications has been authorized to do so by the Applicant.

Signing of this Application and any additional supplemental applications does not bind the Insurer to an offer nor the Applicant to accept insurance. The Applicant further agrees that if the information supplied on this Application, any additional supplemental applications, any attachments and supplied information changes between the date of this Application and the inception date of the Policy, the Applicant will immediately notify Underwriters of such change prior to inception of the Policy

▲ Initials▲

Applicant further understands and agrees that no person or entity other than Underwriters has the right to waive or change any part of the Policy. Furthermore, notice to any agent or knowledge possessed by any agent or other persons acting on behalf of the Applicant shall not effect a waiver or a change in any part of the Policy nor estop Underwriters from asserting any right under the terms of the Policy.

By signing this Application, and any additional supplemental applications, the Applicant confirms that they have been provided with and inspected a specimen of the Trade Name Restoration Insurance wording and any applicable endorsements. Underwriters expect that the Applicant will take time to review the Policy to ensure that they fully understand the coverages provided. The Applicant should feel free to consult with any source, including legal advisors, regarding coverage.

CRISIS MANAGEMENT/RISK MANAGEMENT: The proposed policy is designed for risks that agree to use the crisis management/risk management services as approved and appointed by Underwriters as defined in the Policy Declarations. The Applicant Company agrees to immediately contact the designated 24-hour crisis management services as defined in the Declarations in the event of any actual or potential food borne illness event.

CANADIAN NOTICE

- All indications are stated in U.S. dollars.
- Premium indicated and bound will be the amount to be paid in US Dollars no later than 30 days from the effective date insurance.
- Any claims payments will be in U.S. dollars
- By signing this application, the undersigned confirms that the present document, and any other document(s) or correspondence pertaining to the present insurance or application for insurance is accepted in the English language.

In addition to all other terms and conditions: **Applicable in Kentucky.** Any person who knowingly and with intent to defraud any insurance company or other person files an Application for insurance 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.

Applicant's authorized signature of a Principal, Partner or Officer

Date

Printed Name of Applicant's authorized signature of a Principal, Partner or Officer