

3. COST/METHOD OF RECALL

a. Has any product ever been recalled? [] Yes [] No

If yes, please supply the following details:

(i) Name of product involved: _____

(ii) Specific reason for the recall: _____

(iii) Date of recall: _____

(iv) Means used to recall product: _____

b. Should it be necessary to recall a product, what means would be used to secure the return of the product?

Please provide a detailed explanation. _____

c. What would be the estimated expense of such a recall for the following categories?

	Hiring of	Remuneration to	Trans./Accommodation
<u>Communications \$</u>	<u>Shipping \$</u>	<u>Additional Personnel \$</u>	<u>Regular Employees \$</u>
			<u>of Employees \$</u>

d. Do you currently have in place a method to readily convert your sales or distribution system to facilitate the recall of products? [] Yes [] No

If yes, please provide a detailed explanation. _____

e. Do you presently maintain batch or product records, serial numbers or copies of guarantee cards which would facilitate tracing the whereabouts of products being recalled? [] Yes [] No

If yes, please provide a detailed explanation specifically indicating how long such records are retained:

4. CLAIMS

a. Are you or any of your employees aware of any facts or situations which might give rise to a claim? .. [] Yes [] No

If yes, please provide a detailed explanation on a separate sheet.

* NOTICE TO APPLICANT: The coverage applied for is SOLELY AS STATED IN THE POLICY, which provides coverage on a "CLAIMS MADE" basis for ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD unless the extended reporting period option is exercised in accordance with the terms of the policy.

WARRANTY: I/We warrant to the Insurer, that I 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 of insurance and deemed incorporated therein, should the Insurer evidence its acceptance of this application by issuance of a policy. **I/We authorize the release of claim information from any prior insurer to the underwriting manager, Company and/or affiliates thereof.**

Name of Applicant

Title (Officer, partner, etc.)

Signature of Applicant

Date

SIGNING this application does not bind the Applicant or the Insurer or the Underwriting Manager to complete the insurance, but one copy of this application will be attached to the policy, if issued.



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

**DISCLOSURE NOTICE OF TERRORISM
INSURANCE COVERAGE AND ELECTION FORM**

RE: «358» «359»
Risk ID. No.: «357»

You are hereby notified that under the Terrorism Risk Insurance Act as amended, 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*. 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 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 where coverage is provided by this policy for losses caused by certified acts of terrorism, such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under this formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss covered by the federal government under the Act.

You should also know that the Terrorism Risk Insurance Act as amended, contains a \$100 billion cap that limits United States Government reimbursement as well as insurers’ liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

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.