



SelectOne+<sup>SM</sup>  
for Insurance Companies

**Excess of Reinsurance  
Coverage Application**

Travelers Casualty and Surety Company of America

**NOTICE**

**ALL LIABILITY COVERAGE PARTS FOR WHICH APPLICATION IS MADE APPLY, SUBJECT TO THEIR TERMS, ONLY TO CLAIMS FIRST MADE OR DEEMED MADE AGAINST INSURED DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD, IF APPLICABLE. THE LIMIT OF LIABILITY AVAILABLE TO PAY LOSSES WILL BE REDUCED BY THE AMOUNTS INCURRED AS DEFENSE EXPENSES, AND DEFENSE EXPENSES WILL BE APPLIED AGAINST THE RETENTION AMOUNT. TRAVELERS HAS NO DUTY TO DEFEND ANY CLAIM UNLESS DUTY-TO-DEFEND COVERAGE IS SPECIFICALLY PROVIDED.**

**Applicant** means all corporations, organizations, or other entities, including subsidiaries, proposed for this insurance. Attach a separate page to the Application for any information that exceeds the space provided.

**I. GENERAL INFORMATION**

1. **Applicant** Information:

Name of **Applicant**: .....

**II. EXCESS OF REINSURANCE INFORMATION**

Attach a table or spreadsheet containing the information requested in Questions 2, 3, and 4 for each reinsurance treaty purchased by the **Applicant** if more than one treaty is maintained:

2. Name of treaty and key reinsurers:.....

3. Coverage provided or the lines of business covered:  
.....

4. Does the treaty include coverage for Extra-Contractual Obligations (ECO) and Excess of Policy Limits (XPL) verdicts? ..... Yes  No

*If No, skip the remaining questions for this treaty and proceed to the next treaty.*

*If Yes:*

a. What coinsurance percentage is applicable to ECO and XPL coverage? ..... %

b. Is coverage included for punitive and multiplied damages where permissible? ..... Yes  No

c. Indicate renewal date: .....

d. Indicate self-insured retention amount: ..... \$

e. Indicate percent of treaty placed: ..... %

f. What is the average limit of liability for each line of business offered by the **Applicant** for which this treaty is applicable? ..... \$

g. Is there a fraudulent, illegal, or dishonest conduct exclusion in the treaty? ..... Yes  No

*If Yes, attach a copy of the wording.*

h. Describe any other treaty exclusions: .....

i. Has there been a change in the reinsurance treaty participants of more than 20% during the past three years? ..... Yes  No

*If Yes, attach an explanation.*

j. Attach a copy of the ECO and XPL coverage wording applicable to the treaty.

5. Does the **Applicant** utilize facultative reinsurance?.....Yes  No   
*If Yes, identify the top five lines of business for which facultative reinsurance is purchased and the corresponding premium volume.*

Line of Business	Facultative Premium Volume for Most Recent FYE
	\$
	\$
	\$
	\$

**III. FRAUD WARNINGS**

<p><b>Attention: Insureds in Alabama, Arkansas, District of Columbia, Maryland, New Mexico, and Rhode Island</b>  Any person who knowingly (or willfully in MD) presents a false or fraudulent claim for payment of a loss or benefit or who knowingly (or willfully in MD) presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.</p>
<p><b>Attention: Insureds in Colorado</b>  It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.</p>
<p><b>Attention: Insureds in Florida</b>  Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.</p>
<p><b>Attention: Insureds in Kentucky, New Jersey, New York, Ohio, and Pennsylvania</b>  Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim 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 and subjects such person to criminal and civil penalties. (In New York, the civil penalty is not to exceed five thousand dollars (\$5,000) and the stated value of the claim for each such violation.)</p>
<p><b>Attention: Insureds in Louisiana, Maine, Tennessee, Virginia, and Washington</b>  It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.</p>
<p><b>Attention: Insureds in Oregon</b>  Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.</p>
<p><b>Attention: Insureds in Puerto Rico</b>  Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years; if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.</p>

**IV. SIGNATURE SECTION**

**IT IS AGREED THAT THIS APPLICATION IS A SUPPLEMENT TO ALL OTHER APPLICATIONS PREVIOUSLY SUBMITTED TO TRAVELERS IN CONJUNCTION WITH THE UNDERWRITING AND ISSUANCE OF INSURANCE COVERAGE FOR WHICH THIS POLICY IS A RENEWAL OR REPLACEMENT OR OTHERWISE SUCCEEDS IN TIME, AND THOSE APPLICATIONS TOGETHER WITH THIS APPLICATION WILL CONSTITUTE THE COMPLETE APPLICATION WHICH WILL BE THE BASIS OF ANY QUOTATION WHICH MAY BE MADE.**

**THE UNDERSIGNED AUTHORIZED REPRESENTATIVE (CHAIRMAN, PRESIDENT, CEO, OR OTHER OFFICER ACCEPTABLE TO TRAVELERS) OF THE APPLICANT REPRESENTS, AFTER REASONABLE INQUIRY, THAT THE STATEMENTS AND REPRESENTATIONS SET FORTH HEREIN ARE TRUE AND ACCURATE. SIGNING OF THIS APPLICATION DOES NOT BIND THE APPLICANT TO ACCEPT, NOR TRAVELERS TO ISSUE, ANY POLICY OF INSURANCE, BUT IT IS AGREED THAT ALL STATEMENTS, REPRESENTATIONS AND ATTACHMENTS FURNISHED TO TRAVELERS IN CONJUNCTION WITH THIS APPLICATION ARE HEREBY INCORPORATED BY**

REFERENCE INTO THIS APPLICATION AND MADE A PART HEREOF. ANY POLICY THAT TRAVELERS MAY ISSUE TO THE APPLICANT WOULD BE ISSUED IN RELIANCE UPON THE TRUTH OF ALL SUCH STATEMENTS, REPRESENTATIONS AND ATTACHMENTS AND WILL BE THE BASIS OF, AND DEEMED ATTACHED TO AND INCORPORATED INTO, ANY POLICY THAT MAY BE ISSUED.

TRAVELERS IS HEREBY AUTHORIZED TO MAKE ANY INVESTIGATION OR INQUIRY IN CONNECTION WITH THIS APPLICATION. THE UNDERSIGNED AUTHORIZED REPRESENTATIVE AGREES THAT IF THE INFORMATION SUPPLIED IN THIS APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF ANY POLICY THAT TRAVELERS MAY ISSUE TO THE APPLICANT, THE UNDERSIGNED WILL IMMEDIATELY NOTIFY TRAVELERS OF SUCH CHANGES, AND TRAVELERS MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS.

THE SIGNING OF THIS APPLICATION DOES NOT BIND TRAVELERS TO OFFER, NOR THE APPLICANT TO PURCHASE, THE INSURANCE. IT IS AGREED THAT THIS APPLICATION, INCLUDING ANY MATERIAL SUBMITTED THEREWITH, WILL BE THE BASIS OF THE INSURANCE AND WILL BE, IN ALL STATES OTHER THAN NC AND UT, CONSIDERED PHYSICALLY ATTACHED TO AND PART OF THE POLICY, IF ISSUED. TRAVELERS WILL HAVE RELIED UPON THIS APPLICATION, INCLUDING ANY MATERIAL SUBMITTED THEREWITH, IN ISSUING THE POLICY.

ELECTRONICALLY REPRODUCED SIGNATURES WILL BE TREATED AS ORIGINAL.

\_\_\_\_\_  
Signature\* of **Applicant's** Authorized Representative  
(President or CEO)

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**V. PRODUCER INFORMATION (ONLY REQUIRED IN FLORIDA, IOWA, AND NEW HAMPSHIRE):**

\_\_\_\_\_  
Producer Signature\*

\_\_\_\_\_  
Producer Name (Printed)

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
Agency Code

\_\_\_\_\_  
License Number

**\*IF YOU ARE ELECTRONICALLY SUBMITTING THIS APPLICATION TO TRAVELERS, APPLY YOUR ELECTRONIC SIGNATURE TO THIS FORM BY CHECKING THE ELECTRONIC SIGNATURE AND ACCEPTANCE BOX BELOW. BY DOING SO, YOU HEREBY CONSENT AND AGREE THAT YOUR USE OF A KEY PAD, MOUSE, OR OTHER DEVICE TO CHECK THE ELECTRONIC SIGNATURE AND ACCEPTANCE BOX CONSTITUTES YOUR SIGNATURE, ACCEPTANCE, AND AGREEMENT AS IF ACTUALLY SIGNED BY YOU IN WRITING AND HAS THE SAME FORCE AND EFFECT AS A SIGNATURE AFFIXED BY HAND.**

**AUTHORIZED REPRESENTATIVE'S ELECTRONIC SIGNATURE AND ACCEPTANCE**

**PRODUCER'S ELECTRONIC SIGNATURE AND ACCEPTANCE**