



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.

**UNDERGROUND STORAGE TANKS DISCOVERY QUESTIONNAIRE**  
**THIS IS FOR QUOTATION PURPOSES ONLY—THIS IS NOT A BINDER**

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

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 no, how many years have you been in business? \_\_\_\_\_
8. Insured is:  Individual  Corporation  Partnership  Joint Venture  Other: \_\_\_\_\_
9. Describe your business operations: \_\_\_\_\_
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: \_\_\_\_\_  
 \_\_\_\_\_
13. Any clean up losses in the past 3 years?  Yes  No  
 If yes, explain: \_\_\_\_\_
14. List all locations owned or operated where underground tanks are located:

	Street	City	State	Zip Code
Location 1				
Location 2				
Location 3				

15. Use of property prior to use by current owner/operator, and how many years used for such:
  - a. Location 1: \_\_\_\_\_
  - b. Location 2: \_\_\_\_\_
  - c. Location 3: \_\_\_\_\_
16. Number of underground tanks at each site:      Number of above ground tanks at each site:
  - a. Location 1: \_\_\_\_\_      \_\_\_\_\_
  - b. Location 2: \_\_\_\_\_      \_\_\_\_\_
  - c. Location 3: \_\_\_\_\_      \_\_\_\_\_

Note: An Above Ground Tank Supplement must be completed for each AGST site to be included for coverage.

17. Limits of liability desired:

Program 1: Primary Coverage:

The Association provides complete coverage, as required by the EPA; without consideration for any State cleanup fund or separate third party bodily injury or property damage liability coverage.

§ Primary bodily injury and property damage liability up to a combined limit of \$1,000,000.

§ Primary on-site clean up to a combined limit of \$1,000,000.

§ Primary off-site clean up to a combined limit of \$1,000,000.

Note: Maximum combined single limit for all accident clean up and incident damage is \$1,000,000 with a combined annual aggregate of \$1,000,000 for all and any losses.

Program 2: Wrap Around (Supplemental) Coverage

Limits desired: \_\_\_\_\_

Self-Insured Retention desired: \_\_\_\_\_

Program 3: Third Party Liability Only

Limits desired: \_\_\_\_\_

Self-Insured Retention desired: \_\_\_\_\_

18. Do you own this site?

Yes  No

If no, please identify name and address of property owner:

a. Name: \_\_\_\_\_

b. Address: \_\_\_\_\_

If yes, do you lease or rent this site/location to an operator? Provide operator's name and address. How long has the operator leased or rented? \_\_\_\_\_

c. Name: \_\_\_\_\_

d. Address: \_\_\_\_\_

19. Identify the area which best describes each site/location. Use separate sheet if necessary:

Industrial  Commercial  Residential  Rural  Agricultural

Other- describe: \_\_\_\_\_

20. Describe immediate adjacent properties for each location. Use separate sheet if necessary:

North \_\_\_\_\_

South \_\_\_\_\_

East \_\_\_\_\_

West \_\_\_\_\_

21. Are the tanks and piping at this site currently in compliance with all federal and state regulations concerning leak detection, corrosion protection and spill/overflow prevention?

Yes  No

If no, please explain: \_\_\_\_\_

22. If the tanks and piping in operation at this site do not yet meet federal technical standards required by December 1998, describe the nature and time frame associated with your upgrade plans:

\_\_\_\_\_

23. If tanks have been upgraded with interior lining or if tanks and piping have been retrofit with Cathodic Protection Systems, note what year each project was performed and also the type of relining material and length of relining warranty:

\_\_\_\_\_

24. Indicate the size of each site/location (acreage, total sq. ft., front footage and depth of property):

\_\_\_\_\_

25. State the horizontal distance to the nearest surface water (stream, lake, pond, well, etc.) for each site/location: \_\_\_\_\_
26. Identify ground water level at each site/location: \_\_\_\_\_
27. Are tanks and piping scheduled for replacement?  Yes  No  
If yes, indicate the proposed replacement date: \_\_\_\_\_
28. Have all out of service tanks been properly closed?  Yes  No
29. Has there ever been any pollution or contamination leaks or spills on the site/location during the past 10 years?  Yes  No
30. Has a contamination survey been performed on the property?  Yes  No  
If yes, furnish name and address of company providing service and furnish copy of survey report: \_\_\_\_\_
31. Include a copy of the following reports if applicable:
- Copy of any site assessment or contamination survey completed during the past 10 years
  - Furnish details of operation of any ground water monitoring program
  - Latest Tank and Piping tightness test report
  - Soil Sample Report
  - Inspection of site/location report by Oil Co.
  - Environmental Study
  - City, County, State or Fire Dept. Report
  - Independent Contractor report of service

### Tank and Piping Information

The description of the Underground Storage Tanks, as completed for each Tank for each site/location to be insured, whether out of use or currently in use, will become a part of any coverage contract issued. Only Tanks currently in use which comply with all the operating and management requirements of the Association's Pollution Liability Program for owners or operators will be covered under any coverage contract issued.

SPECIAL NOTE: If the Applicant has more than one location, please copy this information worksheet and complete a separate worksheet for each separate site/location. Do not complete this form until you have copies for use in completing information on other site/locations.

	TANK 1	TANK 2	TANK 3	TANK 4
Tank identification number (if any)				
Status of tank (mark all that apply)	<input type="radio"/> Currently in use <input type="radio"/> Temporarily out of use <input type="radio"/> Permanently out of use <input type="radio"/> Brought into use after 5/8/86	<input type="radio"/> Currently in use <input type="radio"/> Temporarily out of use <input type="radio"/> Permanently out of use <input type="radio"/> Brought into use after 5/8/86	<input type="radio"/> Currently in use <input type="radio"/> Temporarily out of use <input type="radio"/> Permanently out of use <input type="radio"/> Brought into use after 5/8/86	<input type="radio"/> Currently in use <input type="radio"/> Temporarily out of use <input type="radio"/> Permanently out of use <input type="radio"/> Brought into use after 5/8/86
How old is the tank?				
Estimated total capacity (gal.)				
Type of fuel or product in tank:				
Construction of tank	<input type="radio"/> Bare steel <input type="radio"/> STI – PS <input type="radio"/> Fiberglass reinforced plastic <input type="radio"/> Fiberglass coated steel <input type="radio"/> Epoxy Lined – Retro <input type="radio"/> Other:	<input type="radio"/> Bare steel <input type="radio"/> STI – PS <input type="radio"/> Fiberglass reinforced plastic <input type="radio"/> Fiberglass coated steel <input type="radio"/> Epoxy Lined – Retro <input type="radio"/> Other:	<input type="radio"/> Bare steel <input type="radio"/> STI – PS <input type="radio"/> Fiberglass reinforced plastic <input type="radio"/> Fiberglass coated steel <input type="radio"/> Epoxy Lined – Retro <input type="radio"/> Other:	<input type="radio"/> Bare steel <input type="radio"/> STI – PS <input type="radio"/> Fiberglass reinforced plastic <input type="radio"/> Fiberglass coated steel <input type="radio"/> Epoxy Lined – Retro <input type="radio"/> Other:

	TANK 1	TANK 2	TANK 3	TANK 4
Internal protection (mark all that apply)	<input type="checkbox"/> Cathodic protection <input type="checkbox"/> Interior lining (i.e., epoxy resins) <input type="checkbox"/> Other:	<input type="checkbox"/> Cathodic protection <input type="checkbox"/> Interior lining (i.e., epoxy resins) <input type="checkbox"/> Other:	<input type="checkbox"/> Cathodic protection <input type="checkbox"/> Interior lining (i.e., epoxy resins) <input type="checkbox"/> Other:	<input type="checkbox"/> Cathodic protection <input type="checkbox"/> Interior lining (i.e., epoxy resins) <input type="checkbox"/> Other:
External protection (mark all that apply)	<input type="checkbox"/> Cathodic protection <input type="checkbox"/> Fainted (i.e., asphaltic) <input type="checkbox"/> Fiberglass reinforced plastic coated <input type="checkbox"/> Coated steel-buffhide <input type="checkbox"/> None <input type="checkbox"/> Other:	<input type="checkbox"/> Cathodic protection <input type="checkbox"/> Fainted (i.e., asphaltic) <input type="checkbox"/> Fiberglass reinforced plastic coated <input type="checkbox"/> Coated steel-buffhide <input type="checkbox"/> None <input type="checkbox"/> Other:	<input type="checkbox"/> Cathodic protection <input type="checkbox"/> Fainted (i.e., asphaltic) <input type="checkbox"/> Fiberglass reinforced plastic coated <input type="checkbox"/> Coated steel-buffhide <input type="checkbox"/> None <input type="checkbox"/> Other:	<input type="checkbox"/> Cathodic protection <input type="checkbox"/> Fainted (i.e., asphaltic) <input type="checkbox"/> Fiberglass reinforced plastic coated <input type="checkbox"/> Coated steel-buffhide <input type="checkbox"/> None <input type="checkbox"/> Other:
Piping Construction	<input type="checkbox"/> Bare steel <input type="checkbox"/> Galvanized steel <input type="checkbox"/> Fiberglass reinforced plastic <input type="checkbox"/> Black Iron <input type="checkbox"/> Other :	<input type="checkbox"/> Bare steel <input type="checkbox"/> Galvanized steel <input type="checkbox"/> Fiberglass reinforced plastic <input type="checkbox"/> Black Iron <input type="checkbox"/> Other :	<input type="checkbox"/> Bare steel <input type="checkbox"/> Galvanized steel <input type="checkbox"/> Fiberglass reinforced plastic <input type="checkbox"/> Black Iron <input type="checkbox"/> Other :	<input type="checkbox"/> Bare steel <input type="checkbox"/> Galvanized steel <input type="checkbox"/> Fiberglass reinforced plastic <input type="checkbox"/> Black Iron <input type="checkbox"/> Other :
Additional information for tanks permanently taken out of service:				
Date last used:				
Est. quantity of substance remaining (gal):				
Mark box if tank was filled with inert material (i.e., sand, concrete)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Was Tank installed by a certified installer?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Was Piping installed by a certified installer?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does Tank have a spill/overflow protection? If yes, note type.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Leak detection system in effect:	<input type="checkbox"/> Electronic <input type="checkbox"/> Vapor well <input type="checkbox"/> Sampling well <input type="checkbox"/> In-Tank system <input type="checkbox"/> None <input type="checkbox"/> Other, state type:	<input type="checkbox"/> Electronic <input type="checkbox"/> Vapor well <input type="checkbox"/> Sampling well <input type="checkbox"/> In-Tank system <input type="checkbox"/> None <input type="checkbox"/> Other, state type:	<input type="checkbox"/> Electronic <input type="checkbox"/> Vapor well <input type="checkbox"/> Sampling well <input type="checkbox"/> In-Tank system <input type="checkbox"/> None <input type="checkbox"/> Other, state type:	<input type="checkbox"/> Electronic <input type="checkbox"/> Vapor well <input type="checkbox"/> Sampling well <input type="checkbox"/> In-Tank system <input type="checkbox"/> None <input type="checkbox"/> Other, state type:
Does Tank have a corrosion protection system or service? If yes, note type.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Date tank and piping was last tested:				

	TANK 1	TANK 2	TANK 3	TANK 4
Testing Frequency:				
Age of piping:				
Piping Leak Detection System now used:				
Secondary containment now used for each tank:				
Dispenser method:				
Identify piping system corrosion protection installed:				

32. Describe in detail your inventory reconstruction of reports program for the site/location (i.e., manual, electronic, dip stick, meter, delivery, site, other, frequency per tank, how often, trend identifying procedures, etc.): \_\_\_\_\_

33. Is a leak detection system now in place?  Yes  No

a. What type of system: \_\_\_\_\_

b. Manufacturer's Name: \_\_\_\_\_

c. Service Contractor's Name: \_\_\_\_\_

d. Address: \_\_\_\_\_

e. Installer's Name: \_\_\_\_\_

f. Address: \_\_\_\_\_

34. What are your procedures when a leak or spill occurs? \_\_\_\_\_

a. Is written procedure Posted?  Yes  No  
If yes, provide a copy.

b. Provide address of Department of Health: \_\_\_\_\_

c. Dept of Pollution Control: \_\_\_\_\_

d. EPA Dept for Area: \_\_\_\_\_

e. Fire Dept. Responding to Your Site/Location: \_\_\_\_\_

f. Any other regulatory agency or department in your State that you must report to when a leak or spill occurs: \_\_\_\_\_

35. Do you now have, for each tank, regardless of product contained, an inventory control program which includes tanks measurements recorded and reconciled on file?  Yes  No  
If yes, please send a copy of your reconciled records for past six months.

a. How frequently are measurements made?  Daily  Weekly  Other: \_\_\_\_\_

36. Do you now have an Independent Contract Accounting System to monitor and report tanks integrity?  Yes  No

If yes, provide name, address and phone number: \_\_\_\_\_

**SPECIAL PROGRAM NOTES**

- Claims expense and defense costs are included within the Combined Single Limit of Liability and Annual Aggregate on the coverage contract. However, a separate claims expense and defense cost benefit has been added to the Primary Combined Single Limit of Liability as a separate coverage providing benefits up to 25% of the Limit of Liability provided under the coverage contract issued;

- Coverage is provided as a Participating Member in a Master "Claims Made" Policy. A 60 day basic reporting period extension period following the day insurance is terminated, plus a 180 day extended reporting period, for accidents or incidents not previously known or identified, is provided as a basic coverage contract provision;
- The Association Program requires that certain 1992 and some 1998 EPA standards must be met by all Tanks and connecting Piping prior to coverage being provided. The Association may permit these standards to be complied with by offering up to 180 days, after the effective date of coverage, for the Member to meet the minimum standards established under the program;
- If the Member accepts a quotation presented by this Association, coverage will be effected 45 days following the date which funds are received by the Association;
- The coverage charge fee for inspections, claims, engineering and audits, include a one time charge by the Association to perform a 30 day product inventory and audit review. This inventory and audit review will be performed by the Association's designated auditing firm, prior to coverage being effected. The Association also has a one time site inspection charge included as part of each Members first year dues.
- Damage and repair to Tanks, connecting pipe, pumps, and other business and personal property of the Participating Member, are specifically excluded under the coverage contract issued;
- The coverage provided will specifically insure each location/site separately. Each Tank and its Piping at each site will be specifically identified and coverage provided only for those Tanks listed in the coverage contract. No coverage will be considered in effect for sites or specific Tanks on any site NOT SPECIFICALLY listed. If a coverage charge has not been made for a specific Tank and its Piping, then no coverage is in effect. Only Tanks and Tank Piping found in compliance as of the effective date of coverage will be provided coverage under the coverage contract issued;
- All and any existing or previous pollution or contamination on the site/location is specifically excluded. A special preexisting conditional endorsement is made a part of any coverage contract issued, thus permitting the Association and its Insurer to void coverage and cancel and refund all base coverage charges made, within 15 months of the effective date of coverage, due to pre-existing conditions on the site location.
- The combined single limit and annual aggregate limit available, under the coverage program offered to Association Members, shall not exceed the combined benefit of \$1,000,000 for all losses or no more than the maximum limit of liability requested by the Member, as identified in the Questionnaire and request to quote, and issued in behalf of the Member.
- The Association makes no assumptions, evaluation, determination, or otherwise assumes any responsibility that the Liability Insurance purchased by the Member, under Program 2, will be adequate to comply under the Federal Law. The Association also does not assume, or offer any guarantee, that any state funded program, which the Member may elect to participate, will either pay benefits, or be able to pay benefits, up to or in excess of, any insurance provided to the Member under Program 2 by the Association and its Insurer.
- The coverage contract issued to the Association has a special pre-existing condition exclusion and a coordination of benefits provision as a condition of coverage being provided to each Participating Member of the Master Group Policy issued.
- The Association will provide up to \$1,000,000 combined single limit and annual aggregate limit excess over and not in addition to, any primary coverage you select as self insurance or have in effect under some other program of insurance selected separately by the Member.

### **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 an 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 Garage Services and Equipment Dealers Liability Association of America, Inc., 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



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### APPLICATION FOR MEMBERSHIP

The Garage Services and Equipment Dealers Liability Association of America, Inc. has been formed as a "Purchasing Group" under the Risk Retention Act of 1986 (Public Law 97-45), to offer liability insurance to members of the Association.

To join the Association and participate in the benefits of membership, please complete the application below and return it with your membership fee and annual dues payment. Please make your check payable to the International Special Events and Recreation Association, Inc. The initial membership enrollment fee is \$75.00. Annual membership dues are \$5.00. If you have already enrolled in the Association, you do not need to complete this form.

1. Applicant : \_\_\_\_\_
2. Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
3. Contact Person: \_\_\_\_\_
4. Day Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_
5. Type of business conducted: \_\_\_\_\_
6. How many years have you been in business? \_\_\_\_\_
7. States of Operation: \_\_\_\_\_
8. Please list below the name and address of any other association you are currently a member of:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_

Applicant:

\_\_\_\_\_  
Signature

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