

**TRADE NAME RESTORATION®**  
 LOSS OF BUSINESS INCOME AND  
 INCIDENT RESPONSE INSURANCE APPLICATION  
**Program for McDonald's Owner/Operators**  
 2018 – 2019 POLICY YEAR



1. Applicant Name: \_\_\_\_\_
2. Mailing Address: \_\_\_\_\_
3. Contact Name/Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_
4. Claims Contact: \_\_\_\_\_ Phone: \_\_\_\_\_
5. Total Number of Locations: \_\_\_\_\_ Total Sales of All Locations: \_\_\_\_\_
6. a. Are new employees trained in kitchen sanitation practices such as equipment sanitation, cutting boards, storage, cross contamination, food temperature and personal hygiene? Yes  No
- b. Does the training required follow the franchise agreement? Yes  No
- c. Are there refresher courses or ongoing training for existing employees? Yes  No
7. During the last 5 years, has any location:
  - a. Experienced an accidental or malicious contamination loss or an extortion attempt? Yes  No
  - b. Been cited/fined or closed down by any public health authority or civil authority? Yes  No
  - c. Had a food borne illness incident resulting in a business interruption? Yes  No
 If Yes to any of the above, provide complete dates, details, and amount of the loss, if applicable.

- 8. Top Food Suppliers/Products Supplied**
- |                                 |  |
|---------------------------------|--|
| 1. <u>Gavina Gourmet Coffee</u> | 4. <u>100 Circle Farms</u>   |
| 2. <u>Keystone Foods</u>        | 5. <u>Cargill, Smithfield Foods, Mullins Food Products, Bama Companies, Florette Agricola-</u>   |
| 3. <u>Lopez Foods</u>           | <u>Pentaflor, Aria Foods, Golden Foods, JBS, BRF, Kraft, Coca Cola, Tyson, and Griffith Lab.</u> |

**Restaurant Event Limit:**

- OPTION 1:** \$1,000,000 Restaurant Event Limit Per Covered Location  
 \$500,000 Supplier Event per Covered Location # of locations: \_\_\_\_\_ x \$385.00 = \$ \_\_\_\_\_
- OPTION 2:** \$1,000,000 Restaurant Event Limit Per Covered Location  
 \$500,000 Supplier Event per Covered Location  
 \$2,500 Deductible for Each and Every Incident # of locations: \_\_\_\_\_ x \$365.00 = \$ \_\_\_\_\_

**Extortion Event Limit Per Period of Insurance:**

- OPTION 1:** Coverage Declined Additional Premium \$ N/A **If no option is elected, Option 1 will be bound.**
- OPTION 2:** \$100,000 Extortion Event Limit Additional Premium \$ 50.00 Annual

**Workplace Violence (WPV) Coverage:** The Period of Restoration for WPV Coverage is limited to 3 (three) months.

- OPTION 1:** Coverage Declined Additional Premium \$ N/A **If no option is elected, Option 1 will be bound.**
- OPTION 2:** \$250,000 WPV Event Limit Additional Premium # of locations: \_\_\_\_\_ x \$55.00 = \$ \_\_\_\_\_

**Inoculation, Vaccination and Testing (IVT) Expense Endorsement:**

- OPTION 1:** Coverage Declined Additional Premium \$ N/A **If no option is elected, Option 1 will be bound.**
- OPTION 2:** \$100,000 IVT Limit Additional Premium \$ 50.00 Annual

**Theft of Private Customer and Employee Data Endorsement:**

100K/300K Limits (\$0 Deductible) .....Coverage Included At No Additional Premium.

**Total Aggregate Limit of Indemnity:**

- 1 to 10 Locations: Times the number of locations not to exceed \$5,000,000**  
**11 to 25 Locations: \$7,500,000**  
**26 Locations or More: \$10,000,000**

\*\*The undersigned understands that all covered insureds/locations are subject to a \$50,000,000 Shared Aggregate Limit\*\*

**Terrorism Coverage:** I have read the attached Terrorism Coverage Statement and,

- If no option is elected, Terrorism Coverage will be excluded  
 I elect to purchase Terrorism Coverage for the premium amount of (\$1,000.00 or 5% of total premium – whichever is greater)

**Premium:** \$ \_\_\_\_\_ Restaurant Event Premium  
 \$ \_\_\_\_\_ + Extortion Event Premium  
 \$ \_\_\_\_\_ + WPV Event Premium  
 \$ \_\_\_\_\_ + IVT Premium  
 \$ \_\_\_\_\_ + Terrorism Premium  
 No Charge \_\_\_\_\_ + Theft of Private Customer & Employee Data Premium  
 \$ \_\_\_\_\_ = **Overall Total Premium\***

*\*Applicable surplus lines taxes and fees to apply.*

The undersigned understands that all covered insureds/locations are subject to a 50M Shared Aggregate Limit, 25M Shared Aggregate Supplier Event Limit and a 10M Workplace Violence Event Limit that are part of and not in addition to the 50M Shared Aggregate Limit, and they are shared by all those purchasing coverage, regardless of the number of locations owned or operated by individual applicants. In addition, the undersigned understands that all covered insureds/locations that have elected to purchase IVT coverage are subject to a 10M Shared Aggregate that is shared by all those purchasing coverage, regardless of the number of locations owned or operated by individual applicants. The undersigned agrees to train your employees on and implement all franchise food handling procedures at all locations. In the event of an Incident, participants understand that they may be required to furnish up to three (3) years of pre-Incident financial data for adjustment purposes.

**CRISIS MANAGEMENT/RISK MANAGEMENT:** The proposed policy is designed for risks that agree to use the designated crisis management consultant as approved and appointed by Underwriters as defined in the policy declarations. The named applicant agrees to immediately contact the designated 24-hour crisis management consultant as defined in the declarations in the event of any actual or potential food borne illness event. Contacting the designated crisis management consultant **DOES NOT** constitute reporting an Incident. The applicant **MUST** report any Incident directly to the named claims administrator as shown in the policy declarations.

**APPLICATION:** I/We the undersigned, acting for and on behalf of the applicant company declare that to the best of our knowledge and belief, the information provided in this application form is true, and I/we have not withheld any material information which might affect the judgment of Underwriters in their rating and acceptance of this risk. I/we agree that if a contract of insurance is provided by Underwriters, this application form and any attached details of previous experience shall be the basis of such a contract. Signing this application does bind Underwriters to an offer or the named applicant to accept insurance. The applicant understands and agrees that this application and any other previous applications, along with any attachments and supplied information thereto shall be a material and integral part of the Policy and any part of any Policy that may be issued by the Insurer, and the statements made herein shall be construed as representations of the applicant. By signing this application form, the applicant confirms that they have been provided with and inspected a specimen of the Trade Name Restoration® Insurance wording. It is recommended that the applicant 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.

**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.

**POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), 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, as amended:** The term "acts of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security 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. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2020, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES 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 PAYS 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020; OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMIT U.S. 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 USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED. 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. LMA9011; 21/12/07; Form approved by Lloyd's Market Association

\_\_\_\_\_  
**Applicant's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name of Company**

*(Application Must Be Signed & Dated)*

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1. Store # \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

2. Store # \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

3. Store # \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

4. Store # \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

5. Store # \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

6. Store # \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

7. Store # \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

8. Store # \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

9. Store # \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

10. Store # \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

11. Store # \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

12. Store # \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

13. Store # \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

14. Store # \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

15. Store # \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_