



12. DOES THE APPLICANT OR ANY PERSON LISTED IN ITEM 5 HAVE KNOWLEDGE OR INFORMATION OF ANY SPECIFIC FACT WHICH MAY REASONABLY GIVE RISE TO A CLAIM UNDER THE PROPOSED POLICY?  YES  NO

13. IDENTIFY THE METHODS OF SECURITY USED BY THE APPLICANT AND PERSONS LISTED IN ITEM 5, CHECK ALL THAT APPLY:  
(if none, please be sure to mark the appropriate box)

- HOME SECURITY PERSONNEL  OFFICE SECURITY PERSONNEL  DEFENSIVE DRIVER TRAINING
- KIDNAP EVASION TRAINING  ARMORED VEHICLES HOW MANY? \_\_\_\_\_  \_\_\_\_\_ (other)
- DRIVERS HOW MANY? \_\_\_\_\_  BODY GUARDS HOW MANY? \_\_\_\_\_
- PROFESSIONALLY TRAINED  PROFESSIONALLY TRAINED  NONE APPLY
- ARMED  ARMED

NOTICE: ANY PERSON WHO KNOWINGLY AND WITH THE INTENT TO DEFRAUD PROVIDES FALSE INFORMATION IN AN INSURANCE APPLICATION, OR PRESENTS, ASSISTS, OR MAKES A FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS OR OTHER BENEFIT, OR PRESENTS MORE THAN ONE CLAIM FOR THE SAME INCIDENT OF DAMAGE OR LOSS, WILL COMMIT A FELONY AND IF CONVICTED WILL BE SENTENCED FOR EACH VIOLATION WITH A FINE OF NO LESS THAN FIVE THOUSAND (\$5,000) DOLLARS AND NOT EXCEEDING TEN THOUSAND (\$10,000) DOLLARS, OR BE SENTENCED TO IMPRISONMENT FOR A THREE (3) YEAR TERM, OR BOTH PENALTIES. IN THE EVENT OF AGGRAVATING CIRCUMSTANCES, THE TERM COULD BE INCREASED TO A MAXIMUM OF FIVE (5) YEARS; IN THE EVENT OF INTERVENING EXTENUATING CIRCUMSTANCES IT COULD BE REDUCED UP TO A MINIMUM OF TWO (2) YEARS.

NOTICE TO APPLICANTS: IN GRANTING COVERAGE TO ANY INSURED, THE COMPANY HAS RELIED UPON THE DECLARATIONS AND STATEMENTS IN THIS APPLICATION FOR COVERAGE. ALL SUCH DECLARATIONS AND STATEMENTS ARE THE BASIS OF COVERAGE AND WILL BE CONSIDERED INCORPORATED IN AND CONSTITUTING PART OF THE POLICY SHOULD IT BE ISSUED. THE UNDERSIGNED AUTHORIZED REPRESENTATIVE HEREBY DECLARES ON BEHALF OF ALL INSURED, AFTER INQUIRY, THAT ALL STATEMENTS AND PARTICULARS CONTAINED IN THIS APPLICATION, ALL SUPPLEMENTS, WRITTEN STATEMENTS, AND OTHER MATERIALS FURNISHED TO THE COMPANY IN CONJUNCTION WITH THIS SUBMISSION ARE TRUE AND NO MATERIAL FACTS HAVE BEEN MISSTATED OR SUPPRESSED. THE UNDERSIGNED AUTHORIZED REPRESENTATIVE HEREBY FURTHER DECLARES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF THE INSURANCE, THE UNDERSIGNED WILL, IN ORDER FOR THE INFORMATION TO BE ACCURATE ON THE EFFECTIVE DATE OF THE INSURANCE, IMMEDIATELY NOTIFY THE COMPANY OF SUCH CHANGE(S) AND THE COMPANY MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND AUTHORIZATION OR AGREEMENT TO BIND THE INSURANCE. SIGNING OF THIS APPLICATION DOES NOT BIND THE COMPANY OR THE INSURED TO COMPLETE THE INSURANCE, BY IT IS AGREED THAT THIS APPLICATION WILL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED AND IT WILL BECOME PART OF THE POLICY AS IF PHYSICALLY ATTACHED. ALL SUPPLEMENTS, AND OTHER MATERIALS FURNISHED TO THE COMPANY IN CONJUNCTION WITH THIS APPLICATION ARE HEREBY INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE PART HEREOF. IF A POLICY IS ISSUED, THE APPLICATION IS ATTACHED TO AND MADE PART OF THE POLICY SO IT IS NECESSARY THAT ALL QUESTIONS BE ANSWERED IN DETAIL.

CONFIDENTIALITY AGREEMENT: TO FACILITATE THE UNDERWRITING OF CERTAIN INSURANCE POLICY (THE "TRANSACTION") BETWEEN (THE "INSURED") AND AIG, AIG HAS REQUESTED INFORMATION CONCERNING THE INSURED. AS A CONDITION TO AIG BEING FURNISHED SUCH INFORMATION, AIG AGREES THAT ANY INFORMATION CONCERNING THE INSURED WHICH IS FURNISHED TO AIG BY OR ON BEHALF OF THE INSURED IN CONNECTION WITH THE TRANSACTION (HEREIN COLLECTIVELY REFERRED TO AS THE "CONFIDENTIAL MATERIAL") WILL BE KEPT CONFIDENTIAL BY AIG; PROVIDED, HOWEVER, THAT (I) ANY OF SUCH INFORMATION MAY BE DISCLOSED TO AIG'S AND ITS AFFILIATES' DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ADVISORS, OR REPRESENTATIVES OF SUCH ADVISORS (COLLECTIVELY, "REPRESENTATIVES") WHO NEED TO KNOW SUCH INFORMATION SOLELY FOR THE PURPOSE OF EVALUATING THE TRANSACTION (IT BEING UNDERSTOOD THAT THE REPRESENTATIVES SHALL BE INFORMED BY AIG OF THE CONFIDENTIAL NATURE OF SUCH INFORMATION AND SHALL BE DIRECTED BY AIG TO TREAT SUCH INFORMATION CONFIDENTIALLY), AND (II) ANY DISCLOSURE OF SUCH INFORMATION MAY BE MADE TO WHICH THE INSURED CONSENTS IN WRITING. THE TERM "CONFIDENTIAL MATERIAL" DOES NOT INCLUDE INFORMATION WHICH (I) IS ALREADY IN AIG'S OR THE REPRESENTATIVES' POSSESSION, (II) WAS AVAILABLE TO AIG OR THE REPRESENTATIVES PRIOR TO ITS DISCLOSURE BY THE INSURED OR ITS ADVISORS, (III) IS OR BECOMES AVAILABLE TO THE PUBLIC OTHER THAN AS A RESULT OF A DISCLOSURE BY AIG OR THE REPRESENTATIVES IN VIOLATION OF THIS AGREEMENT (THE "AGREEMENT"), (IV) BECOMES AVAILABLE TO AIG OR ITS REPRESENTATIVES FROM A SOURCE OTHER THAN THE INSURED OR ITS ADVISORS, PROVIDED THAT SUCH SOURCE IS NOT KNOWN BY AIG TO BE BOUND BY A CONFIDENTIALITY AGREEMENT WITH OR OTHER OBLIGATION OF SECRECY TO THE INSURED WITH RESPECT TO SUCH INFORMATION, OR (V) IS INDEPENDENTLY DEVELOPED BY AIG OR ITS REPRESENTATIVES WITHOUT REFERENCE TO THE CONFIDENTIAL MATERIAL.

AIG SHALL BE RESPONSIBLE FOR ANY BREACH OF THIS AGREEMENT BY THE REPRESENTATIVES. IF OR ANY OF THE REPRESENTATIVES SHALL BECOME LEGALLY COMPELLED (BY DEPOSITION, INTERROGATORY, REQUEST FOR DOCUMENTS, SUBPOENA, CIVIL INVESTIGATIVE DEMAND OR SIMILAR PROCESS) TO DISCLOSE ANY OF THE CONFIDENTIAL MATERIAL, AIG SHALL, TO THE EXTENT PERMITTED BY LAW AND REGULATION, PROVIDE THE INSURED WITH PROMPT NOTICE OF SUCH REQUIREMENT SO THAT THE INSURED MAY SEEK A PROTECTIVE ORDER OR OTHER APPROPRIATE REMEDY, AND/OR WAIVE COMPLIANCE WITH THE TERMS OF THIS AGREEMENT. IF SUCH PROTECTIVE ORDER OR OTHER REMEDY IS NOT OBTAINED, OR IF THE INSURED WAIVES COMPLIANCE WITH THE PROVISIONS HEREOF, AIG OR ITS REPRESENTATIVES AGREE TO DISCLOSE ONLY THAT PORTION OF THE CONFIDENTIAL MATERIAL WHICH AIG IS ADVISED BY COUNSEL IS LEGALLY REQUIRED AND AIG SHALL COOPERATE WITH THE INSURED, AT THE INSURED'S EXPENSE, IN THE INSURED'S EFFORTS TO OBTAIN AN ORDER OR OTHER ASSURANCE THAT CONFIDENTIAL TREATMENT WILL BE ACCORDED SUCH CONFIDENTIAL MATERIAL.

IN ADDITION, WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER PARTY, EACH OF AIG AND THE INSURED AGREES THAT IT WILL NOT, AND WILL DIRECT ITS REPRESENTATIVES NOT TO, DISCLOSE TO ANY PERSON (I) THE FACT THAT DISCUSSIONS OR NEGOTIATIONS ARE TAKING PLACE CONCERNING A TRANSACTION BETWEEN AIG AND THE INSURED, (II) THAT AIG HAS REQUESTED OR RECEIVED ANY CONFIDENTIAL MATERIAL, OR (III) ANY OF THE TERMS, CONDITIONS OR OTHER FACTS WITH RESPECT TO SUCH TRANSACTION, INCLUDING THE STATUS THEREOF.

IF THE INSURED SO REQUESTS IN WRITING, AIG SHALL EITHER, AT AIG'S OPTION, (I) PROMPTLY DESTROY ALL WRITTEN CONFIDENTIAL MATERIAL IN ITS POSSESSION OR (II) PROMPTLY DELIVER TO THE INSURED ALL WRITTEN CONFIDENTIAL MATERIAL IN ITS POSSESSION. NOTWITHSTANDING THE FOREGOING AIG MAY RETAIN, IN AIG'S CONFIDENTIAL LEGAL FILES, A SINGLE COPY OF THE CONFIDENTIAL MATERIAL AND ANY ANALYSES, COMPILATIONS, FORECASTS, STUDIES, NOTES, SUMMARIES, OR OTHER DOCUMENTS PREPARED BY AIG OR ITS REPRESENTATIVES IN CONNECTION WITH AIG'S OR ITS REPRESENTATIVES REVIEW OF, OR AIUO, II'S INTEREST IN, THE TRANSACTION WHICH CONTAIN OR REFLECT ANY CONFIDENTIAL MATERIAL.

THE INSURED AND AIG AGREE THAT UNLESS AND UNTIL A DEFINITIVE AGREEMENT BETWEEN THE INSURED AND AIG WITH RESPECT TO THE TRANSACTION HAS BEEN EXECUTED AND DELIVERED, NEITHER THE INSURED, AIG NOR ANY OF THEIR RESPECTIVE STOCKHOLDERS, AFFILIATES OR REPRESENTATIVES HAS ANY LEGAL OBLIGATION OF ANY KIND WHATSOEVER WITH RESPECT TO SUCH TRANSACTION BY VIRTUE OF THIS AGREEMENT OR ANY OTHER WRITTEN OR ORAL EXPRESSION WITH RESPECT TO SUCH TRANSACTION EXCEPT, IN THE CASE OF THIS AGREEMENT, FOR THE MATTERS SPECIFICALLY AGREED TO HEREIN.

IT IS FURTHER UNDERSTOOD AND AGREED THAT NO FAILURE OR DELAY BY THE INSURED IN EXERCISING ANY RIGHT, POWER OR PRIVILEGE HEREUNDER WILL OPERATE AS A WAIVER THEREOF, NOR WILL ANY SINGLE OR PARTIAL EXERCISE THEREOF PRECLUDE ANY OTHER OR FURTHER EXERCISE THEREOF OR THE EXERCISE OF ANY RIGHT, POWER OR PRIVILEGE HEREUNDER. IF ANY TERM OR PROVISION OF THIS AGREEMENT, OR THE APPLICATION THEREOF TO ANY PERSON OR CIRCUMSTANCES, SHALL TO ANY EXTENT BE INVALID OR UNENFORCEABLE, THE REMAINDER OF THIS AGREEMENT, OR THE APPLICATION OF SUCH TERMS TO PERSONS OR CIRCUMSTANCES OTHER THAN THOSE AS TO WHICH ITS IS INVALID OR UNENFORCEABLE, SHALL NOT BE AFFECTED THEREBY, AND EACH TERM OF THIS AGREEMENT SHALL BE VALID AND ENFORCEABLE TO THE FULLEST EXTENT PERMITTED BY LAW. THIS INSTRUMENT CONTAINS THE ENTIRE AND ONLY AGREEMENT BETWEEN THE INSURED AND AIG CONCERNING THE SUBJECT MATTER HEREOF, AND ANY ORAL STATEMENTS OR REPRESENTATIONS OR PRIOR WRITTEN MATTER WITH RESPECT THERETO NOT CONTAINED HEREIN SHALL HAVE NO FORCE AND EFFECT. THIS AGREEMENT MAY NOT BE AMENDED, MODIFIED OR WAIVED WITHOUT THE WRITTEN CONSENT OF THE PARTIES HERETO.. THIS AGREEMENT SHALL INURE TO THE BENEFIT OF AND BE BINDING UPON THE PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

THIS AGREEMENT WILL TERMINATE TWO YEARS FROM THE DATE HEREOF.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE UNITED STATES OF AMERICA, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAWS PROVISION OR RULE THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

SIGNATURE OF APPLICANT: \_\_\_\_\_

NAME OF APPLICANT: \_\_\_\_\_

DATE: \_\_\_\_\_

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