



MISCELLANEOUS PROFESSIONAL LIABILITY ERRORS & OMISSIONS APPLICATION

NOTICE: THIS IS AN **APPLICATION** FOR A CLAIMS-MADE AND REPORTED POLICY WHICH, SUBJECT TO ITS PROVISIONS, APPLIES ONLY TO ANY **CLAIM** FIRST MADE AGAINST THE **INSURED** DURING THE **POLICY PERIOD** FOR **WRONGFUL ACTS** COMMITTED OR ALLEGEDLY COMMITTED ON OR AFTER THE **RETROACTIVE DATE**. THE LIMIT OF LIABILITY AVAILABLE TO PAY **DAMAGES** SHALL BE REDUCED BY AMOUNTS INCURRED AS **CLAIM EXPENSES**, AND SUCH **CLAIM EXPENSES** SHALL BE SUBJECT TO THE APPLICABLE DEDUCTIBLE. DEPENDING ON THE INFORMATION PROVIDED BY THE APPLICANT, IT MAY BE NECESSARY FOR THE APPLICANT TO RESPOND TO ADDITIONAL WRITTEN QUESTIONS WHICH WOULD FORM PART OF THIS **APPLICATION**.

1. Name of Applicant: _____

2. Address: _____

Web Site Address: www. _____ .com .net .org (check one)

3. Status: (check one): Corporation Partnership Individual Other

4. Have any changes in your operation:

a. occurred within the past twelve months? Yes No

b. been planned for the next twelve months? Yes No

If yes, please provide details by attachment to this application.

5. Please describe in detail the services provided for which coverage is desired (include percent of total receipts):

<u>Service</u>	<u>% of Total</u>
_____	_____
_____	_____
_____	_____
_____	_____

6. Are any other services provided by the Applicant?..... Yes No

If yes, please list services:

7. Please provide the total gross receipts for services listed in Question 5:

a. Current projected 12 months \$ _____

b. Last 12 months \$ _____

c. One year prior \$ _____

8. Please list the Applicant's three (3) largest jobs over the past year:

<u>Client Name</u>	<u>Services Provided</u>	<u>Revenue/One Year</u>
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9. Does the Applicant firm have any subsidiaries or affiliates?..... Yes No

a. If yes, please provide the following for each by attachment:

(a) name, (b) description of operations and (c) percentage of ownership by the Applicant or if not applicable, description of affiliation with the Applicant.

b. Is the Applicant firm controlled, owned or associated with any other firm, corporation or company?..... Yes No

If yes, please attach an explanation.

c. Are any activities listed in Question 5 of this application provided to such an affiliated enterprise? Yes No

If yes, please attach an explanation.

10. Does the Applicant firm have any joint ventures for which coverage is desired?..... Yes No

If yes, please provide the following for each by attachment:

(a) name, (b) description of operations, (c) percentage of all participants including Applicant and each party's percentage of ownership

11. Has the Applicant or any Subsidiary been involved in, or is the Applicant presently considering any merger, consolidation or acquisition

a. within the past 18 months? Yes No

b. within the next 12 months? Yes No

12. Please provide the following:

a. Number of principals, officers and partners of the firm _____

b. Number of other professional employees _____

c. Number of nonprofessional employees (clerks, secretaries, etc.) _____

13. Does the Applicant currently maintain General Liability coverage?..... Yes No

If yes, please list carrier, limit and effective dates:

Carrier _____ Limit _____ Effective Dates _____

14. a. Limit of Liability desired:

_____ \$250,000 _____ \$2,000,000
_____ \$500,000 _____ \$5,000,000
_____ \$1,000,000 _____ Other \$ _____

b. Deductible desired:

_____ \$2,500 _____ \$25,000
_____ \$5,000 _____ Other \$ _____
_____ \$10,000

15. THE INFORMATION REQUESTED IN THIS **APPLICATION** IS FOR UNDERWRITING PURPOSES ONLY AND DOES NOT CONSTITUTE NOTICE TO THE **INSURER** UNDER ANY POLICY OF A **CLAIM** OR POTENTIAL **CLAIM**. ALL SUCH NOTICES MUST BE SUBMITTED TO THE **INSURER** PURSUANT TO THE TERMS AND CONDITIONS OF THE POLICY.

16. Please attach the following materials:

- a. Current annual report; AND
- b. Promotional materials or brochures.

PLEASE READ THE FOLLOWING CAREFULLY

WARNING

(NOT APPLICABLE IN COLORADO, HAWAII, NEBRASKA, OHIO, OKLAHOMA, OREGON AND UTAH)

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OF ANOTHER 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 AND SUBJECTS THE PERSON TO CRIMINAL AND (NY: SUBSTANTIAL) CIVIL PENALTIES. IN MAINE AND VIRGINIA, INSURANCE BENEFITS MAY ALSO BE DENIED.

APPLICABLE IN COLORADO

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.

APPLICABLE IN HAWAII

FOR YOUR PROTECTION, HAWAII LAW REQUIRES YOU TO BE INFORMED THAT PRESENTING A FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT IS A CRIME PUNISHABLE BY FINES OR IMPRISONMENT OR BOTH.

APPLICABLE IN OHIO

ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE/SHE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

APPLICABLE IN OKLAHOMA

WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

THE APPLICANT DECLARES, THAT THE PARTICULARS AND STATEMENTS MADE IN THIS **APPLICATION**, TOGETHER WITH ALL ATTACHMENTS TO THIS **APPLICATION** INCLUDING ANY SUPPLEMENTAL **APPLICATION** AND ANY OTHER MATERIALS SUBMITTED TO THE **INSURER** ARE TRUE AND CORRECT. THE APPLICANT AGREES THAT IF ANY OF THE INFORMATION CONTAINED IN THIS **APPLICATION**, OR ANY OTHER MATERIALS SUBMITTED TO THE **INSURER**, IS RENDERED INACCURATE OR INCOMPLETE AS A RESULT OF ANY CIRCUMSTANCE WHICH TAKES PLACE AFTER THE DATE OF THIS **APPLICATION**, THE APPLICANT WILL IMMEDIATELY NOTIFY **INSURER** OF SUCH CIRCUMSTANCE IN WRITING AND SHALL PROVIDE THE **INSURER** WITH THE INFORMATION NOT CONTAINED IN THE **APPLICATION**. THE **INSURER**, AT ITS SOLE DISCRETION, MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS.

IT IS AGREED THAT THIS RENEWAL **APPLICATION** IS A SUPPLEMENT TO THE **APPLICATION(S)** PREVIOUSLY SUBMITTED AND MADE A PART OF THE EXPIRING POLICY ISSUED BY THE **INSURER**. IT IS FURTHER AGREED THAT THIS **APPLICATION** TOGETHER WITH ALL PREVIOUS **APPLICATIONS** SUBMITTED BY THE APPLICANT WILL CONSTITUTE THE COMPLETE **APPLICATION** THAT SHALL BE THE BASIS OF THE CONTRACT OF INSURANCE WITH THE **INSURER** SHOULD COVERAGE BE RENEWED.

SIGNING OF THIS **APPLICATION** DOES NOT BIND THE APPLICANT OR THE **INSURER** TO COMPLETE THE INSURANCE, BUT IT IS AGREED THAT THE **APPLICATION**, TOGETHER WITH ALL ITS ATTACHMENTS AND OTHER MATERIALS SUBMITTED TO THE **INSURER**, SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED. IT IS FURTHER AGREED THAT THE **APPLICATION** WILL BE

ATTACHED TO AND BECOME A PART OF THE POLICY AND THAT ALL ATTACHMENTS AND MATERIALS SUBMITTED THEREWITH (WHICH SHALL BE ON FILE WITH THE **INSURER** AND DEEMED ATTACHED TO THE POLICY AS IF PHYSICALLY ATTACHED THERETO) ARE TRUE AND ARE THE BASIS OF THE PROPOSED POLICY AND ARE TO BE CONSIDERED AS INCORPORATED INTO AND CONSTITUTING A PART OF THE PROPOSED POLICY.

THE UNDERSIGNED AUTHORIZED OFFICER OF THE APPLICANT HEREBY ACKNOWLEDGES THAT BY AFFIXING HIS/HER SIGNATURE TO THIS STATEMENT THAT HE/SHE IS AWARE THAT THE LIMIT OF LIABILITY CONTAINED IN THIS POLICY SHALL BE REDUCED, AND MAY BE COMPLETELY EXHAUSTED, FOR **CLAIM EXPENSES** AND IN SUCH EVENT, THE INSURER SHALL NOT BE LIABLE FOR **CLAIM EXPENSES** OR FOR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT TO THE EXTENT THAT SUCH EXCEEDS THE LIMIT OF LIABILITY OF THIS POLICY.

SIGNATURE OF APPLICANT: _____

PLEASE PRINT THE INFORMATION BELOW

APPLICANT'S NAME: _____

TITLE: _____

DATE: _____