

## MISCELLANEOUS PROFESSIONAL LIABILITY APPLICATION

**SOLELY AS RESPECTS CLAIMS-MADE LIABILITY COVERAGES UNDER THE POLICY FOR WHICH THIS APPLICATION IS BEING SUBMITTED: THIS INSURANCE POLICY PROVIDES COVERAGE ON A CLAIMS-MADE AND REPORTED BASIS AND APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD AND REPORTED TO THE INSURER AS SET FORTH IN REPORTING, NOTICE AND DUTIES IN THE EVENT OF A CLAIM OR CIRCUMSTANCE CONDITION. DEFENSE COSTS ARE INCLUDED IN THE LIMITS OF INSURANCE, AND PAYMENT THEREOF WILL ERODE, AND MAY EXHAUST, THE LIMITS OF INSURANCE.**

### ABOUT THIS APPLICATION

- The term "Applicant," as used in this Application, refers individually and collectively to all proposed insureds. All responses shall be deemed made on behalf of all proposed insureds.
- This Application and all materials submitted in association with the Application shall be held in confidence.
- The submission of this Application does not obligate the Applicant to buy insurance nor is the Insurer obligated to sell insurance or to offer insurance upon any specific terms requested.
- If the policy applied for is issued, this Application, which shall include all Supplemental Applications and material and information submitted in connection with this Application, will be deemed attached to and will form a part of the policy.

### INSTRUCTIONS

- Respond to all questions completely, leaving no blanks. Check responses when requested.
- If space is insufficient, continue responses on your letterhead.
- This Application must be completed, dated, and signed by an authorized officer of the entity identified in the section entitled "Applicant Information" below.

### I. General Information

1. Applicant Information:

Name of Applicant:			
Address:			
City:	State:	Zip:	Telephone:
Date Established (If less than three years, please attach resumes of principles):		State of Incorporation:	
Website:			

2. Geographic area in which the Applicant provides services:

Local \_\_\_\_\_ Regional (Multi-state) \_\_\_\_\_ National \_\_\_\_\_ International \_\_\_\_\_

3. Is the Applicant owned by or affiliated with other companies?  
 Yes     No
4. Has any principal, partner, officer, director, or professional employee of the Applicant engaged in professional services for any entity in which the Applicant has any ownership/managerial interest?  
 Yes     No  
 (if Yes, please attach details)
5. Are any material changes in the nature or the size of the Applicant's business anticipated over the next 12 months?  
 Yes     No  
 (if Yes, please attach details)
6. Within the past five years, has the Applicant changed its name or acquired any business, or has the Applicant merged or consolidated with any other entity?  
 Yes     No

If Yes, provide the following information:

Name Of Entity	Date Of Transaction	Type of Transaction (Acquisition, Merger Or Consolidation)

7. Did the Applicant assume the liabilities (i.e. responsibility for prior acts) of the acquired, merged or consolidated entity?  
 Yes     No

If Yes, provide details of the liability(ies) assumed:

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8. Please indicate:
- a. the number of principals, partners, directors, officers and professional employees directly engaged in providing professional services to clients: \_\_\_\_\_
  - b. the number of all other nonprofessional and/or clerical employees: \_\_\_\_\_

9. Do you have any certified, licensed or registered professionals on staff?  
 Yes     No

If Yes, Please describe services:

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## II. Risk Management

10. Does the standard contract contain hold harmless clauses for the benefit of the Applicant?  
 Yes     No

- a. Does the Applicant have a procedure requiring the review or follow-up of complaints:  
 Yes     No
- b. Does the Applicant have any risk management procedures in place:  
 Yes     No
- c. Does the Applicant have a formalized training program for newly hired employees:  
 Yes     No

**11. Contracts and Procedures:**

- a. Does the Applicant use a written contract or agreement describing the services it will provide?  
 Yes     No
- b. Percentage of time agreements are used: \_\_\_\_\_ %
- c. Do the Applicant's contracts contain the following:  
 Hold harmless or identity agreement inuring to the Applicant's benefit?  
 Yes     No  
 Hold harmless or identity agreement inuring to the Applicant's client's benefit?  
 Yes     No  
 Guarantees or warranties?  
 Yes     No  
 Disclaimer inuring to the Applicant's benefit?  
 Yes     No  
 Has a law firm with experience in the Applicant's field reviewed its:  
 Contracts?  
 Yes     No  
 Procedures?  
 Yes     No

**III. Financial Information**

**12.** Provide the following information regarding the Applicant's income:

	<b>Past 12 Months</b>	<b>Current 12 Months</b>	<b>Estimate For Coming Year</b>
<b>Domestic Operations</b> Gross billings, sales, fees, commissions (circle the applicable basis)	\$	\$	\$
<b>Foreign Operations</b> Gross billings, sales, fees, commissions (circle the applicable basis)	\$	\$	\$

- a. For the revenues listed in question #12, please indicate the approximate percentage for each of the services listed in question #4 (total percentages should equal 100%).

Service	% of Projected
Total	100%

13. Briefly describe the Applicant's five largest jobs or projects during the last five years:

Client	Revenue	Service(s) Provided
	\$	
	\$	
	\$	
	\$	
	\$	

#### IV. Prior Insurance And Claim Experience

14. **Prior Or Current Coverage:**

- a. Provide the following information for similar insurance, if any, carried during the last five years:

Insurer	Limit	Deductible	Premium	Policy Term

- b. Current retroactive date (if claims-made):

c. Limit of Liability desired: \$ \_\_\_\_\_

d. Retention: \$ \_\_\_\_\_

15. **Claim Experience**

- a. In the last five years, have you or anyone in your firm received any complaints concerning products or services provided by you or anyone else on your behalf?

Yes     No

- b. In the last two years, have you sued a customer or client for non-payment of fees?
- Yes     No
- c. Are you or anyone in your firm aware of any fact, circumstance or situation that could give rise to a claim under this or similar insurance policy?
- Yes     No
- d. If Yes, have you reported same to your current insurer?
- Yes     No
- e. Have any claims, suits or proceedings been made during the past five years against the Applicant or any of the Applicant's predecessors in business, subsidiaries, or affiliates, or against any of their past or present partners, owners, officers, sales persons or employees?
- Yes     No
- f. Has the Applicant or any of the Applicant's predecessors in business, subsidiaries or affiliates, or any of their past or present partners, owners, officers, sales persons or employees been investigated and/or cited by any regulatory agency for violations arising out of your or their activities?
- Yes     No

If you have answered Yes to any of the questions in the claims section, please attach an explanation on each including resolution.

The policy for which the Applicant is applying if issued, will not insure any claims that can be reasonably expected to arise from any actual or alleged fact, circumstance, situation, error or omission known to the Applicant before the inception date of the policy.

## **V. Representations And Signature**

By signing this document, the undersigned authorized representative of the Applicant represents on behalf of all persons and entities proposed for coverage, after inquiry, that to the best of their knowledge:

1. The statements and answers given in and all materials submitted with this Application are true, accurate and complete.
2. No facts or information material to the risk proposed for insurance have been misstated or concealed.
3. These representations are a material inducement to the Insurer to provide a proposal for insurance.
4. Any policy the Insurer issues will be issued in reliance upon these representations.
5. The Applicant will report to the Insurer immediately in writing any material change in the Applicant's activities, products and services.
6. The Applicant will report to the Insurer immediately in writing any material changes to the answers provided in this Application which occur or are discovered between the date of this Application and the effective date of the policy for which coverage is sought by submission this Application.

The Insurer reserves the right, upon receipt of any such notice, to modify or withdraw any proposal for insurance the Insurer has offered.

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**NOTICES TO COMPANY:**

THE UNDERSIGNED AUTHORIZED REPRESENTATIVE OF THE COMPANY DECLARES THAT THE STATEMENTS SET FORTH HEREIN ARE TRUE, AND REASONABLE EFFORT HAS BEEN MADE TO OBTAIN SUFFICIENT INFORMATION FROM ALL PERSONS PROPOSED FOR THIS INSURANCE TO FACILITATE THE ACCURATE COMPLETION OF THE APPLICATION. THE UNDERSIGNED AUTHORIZED REPRESENTATIVE AGREES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF THE INSURANCE, HE/SHE WILL, IN ORDER FOR THE INFORMATION TO BE ACCURATE ON THE EFFECTIVE DATE OF THE INSURANCE, IMMEDIATELY NOTIFY THE INSURER OF SUCH CHANGES, AND THE INSURER MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS OR AGREEMENT TO BIND INSURANCE.

THE SUBMISSION OF THIS APPLICATION BY THE COMPANY TO THE INSURER OR SIGNING OF THIS APPLICATION BY THE COMPANY DOES NOT OBLIGATE THE INSURER TO ISSUE THE INSURANCE. IT IS AGREED THAT THIS APPLICATION SHALL BE THE BASIS OF THE CONTRACT IF A POLICY IS ISSUED AND SHALL BE DEEMED TO BE ATTACHED TO, INCORPORATED INTO AND BECOME A PART OF, THE POLICY.

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION ARE HEREBY INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART HEREOF. NOTHING CONTAINED HEREIN OR INCORPORATED HEREIN BY REFERENCE SHALL CONSTITUTE NOTICE OF A CLAIM OR POTENTIAL CLAIM SO AS TO TRIGGER COVERAGE UNDER ANY CONTRACT OF INSURANCE.

**NOTICE TO ARKANSAS APPLICANTS:** "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT, OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON."

**NOTICE TO COLORADO APPLICANTS:** "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."

**NOTICE TO DISTRICT OF COLUMBIA APPLICANTS:** "WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT."

**NOTICE TO FLORIDA APPLICANTS:** "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."

**NOTICE TO HAWAII APPLICANTS:** "FOR YOUR PROTECTION, HAWAII LAW REQUIRES YOU TO

BE INFORMED THAT PRESENTING A FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OF BENEFIT IS A CRIME PUNISHABLE BY FINES OR IMPRISONMENT, OR BOTH."

**NOTICE TO KENTUCKY APPLICANTS:** "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."

**NOTICE TO LOUISIANA APPLICANTS:** "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT, OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON."

**NOTICE TO MAINE APPLICANTS:** "IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS."

**NOTICE TO NEW JERSEY APPLICANTS:** "ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES."

**NOTICE TO NEW MEXICO APPLICANTS:** "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES."

**NOTICE TO NEW YORK APPLICANTS:** "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, CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION."

**NOTICE TO OHIO APPLICANTS:** "ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE 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."

**NOTICE TO OKLAHOMA APPLICANTS:** "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" (365:15-1-10, 36 §3613.1).

**NOTICE TO PENNSYLVANIA APPLICANTS:** "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."

**NOTICE TO TENNESSEE APPLICANTS:** "IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS."

**NOTICE TO TEXAS APPLICANTS:** "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON."

**NOTICE TO VIRGINIA APPLICANTS:** "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."

**NOTICE TO WASHINGTON APPLICANTS:** "IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS."

**NOTICE TO WEST VIRGINIA:** "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS OR THE BENEFIT OF KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON."

**NOTICE TO ALL OTHER APPLICANTS:** "IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS."

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**MATERIAL CHANGE**

If there is any material change in the answers to the questions in this Application before the Policy inception date, the Applicant must immediately notify the Insurer in writing, and any outstanding quotation may be modified or withdrawn.

**DECLARATION AND SIGNATURE**

For the purposes of this Application, the undersigned authorized agents of the person(s) and entity(ies) proposed for this insurance declare to the best of their knowledge and belief, after reasonable inquiry, the statements made in this Application and any attachments or information submitted with this Application, are true and complete. The undersigned agree that this Application and its attachments shall be the basis of a contract should a policy providing the requested coverage be issued and shall be deemed to be attached to and shall form a part of any such policy. The Insurer will have relied upon this Application, its attachments, and such other information submitted therewith in issuing any policy.

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.

This Application must be signed by the risk manager or a senior officer of the Named Insured, acting as the authorized representative of the person(s) and entity(ies) proposed for this insurance.

Applicant: \_\_\_\_\_ Title: \_\_\_\_\_

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Agent/Broker Name: \_\_\_\_\_