



Name of Insurance Company to which Application is made

**THE HARTFORD PROFESSIONAL LIABILITY INSURANCE POLICY<sup>SM</sup>  
INSURANCE APPLICATION**

**This is an application for a CLAIMS-MADE AND REPORTED Policy**

If a policy is issued, this application will attach to and become part of the policy. Therefore, it is important that all questions are answered accurately.

**NOTICE: COVERAGE APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR APPLICABLE EXTENDED REPORTING PERIOD AND WHICH HAVE BEEN REPORTED TO THE INSURER IN ACCORDANCE WITH THE APPLICABLE NOTICE PROVISIONS. THE LIMITS OF LIABILITY AVAILABLE TO PAY DAMAGES SHALL BE REDUCED BY AMOUNTS INCURRED AS CLAIMS EXPENSES. THE DEDUCTIBLE IS APPLICABLE TO CLAIMS EXPENSES AND DAMAGES. PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.**

**PLEASE PROVIDE THE FOLLOWING INFORMATION:**

- Organizational chart including Applicant's ownership % and complete description of services provided by each subsidiary
- Resumes of principals and professional staff
- Promotional brochures
- Sample contract used with customers.
- Most recent complete annual financial information
- Description of risk management practices

**A. GENERAL INFORMATION**

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

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

YEAR ESTABLISHED: \_\_\_\_\_ WEB ADDRESS: \_\_\_\_\_

TOTAL EMPLOYEES: \_\_\_\_\_ PROFESSIONAL STAFF: \_\_\_\_\_

Provide the total gross Revenues for the past three fiscal years and projected revenues for the coming fiscal year and the total number of projects per year.

YEAR	GROSS REVENUES	PROJECTS
2 years ago	_____	_____
Last year	_____	_____
Current year	_____	_____
Projected:	_____	_____

**B. PROFESSIONAL SERVICES**

1) Please provide the approximate percentage derived from each service area (should total 100%):

Advertising/Marketing/Media	%	Event Planning	%	Process Service	%
Answering Service	%	Fundraising consulting	%	Project Management Services ( <b>non</b> construction)	%
Arbitrators/Mediators	%	Grant/ Resume Writer	%	Property Management (commercial)	%
Business Process Outsourcing	%	Graphic Designer	%	Public Relations	%
Business Association (describe)	%	Healthcare Management Consulting		Risk Management Consulting	%
Call Center Services Inbound      Outbound	%	HR Consulting	%	Staffing Service/ Placement Agency	%
Concierge Services	%	Management Consulting	%	Third Party Administrators	%
Corporate Training	%	Market Research	%	Translators/Transcribers	%
Court Reporting/ Litigation Support	%	Payroll Service	%	Technology consultants (NOT developer/sales/installation)	%
Document Management	%	Pet Grooming	%	Other:	%
Energy/Green Consulting	%	Printers	%	Other:	%

2) Are you or any subsidiary engaged in any business other than as described above?  Yes  No *If yes, please indicate the service(s) and the revenues derived from those services.*

3) Do you provide any service as an accountant, actuary, architect, attorney, collection agency, construction manager, engineer, insurance agent/broker, financial services/investment advisor, or real estate agent/broker?  Yes  No *If "Yes", please provide the percentage of receipts: \_\_\_\_\_ %.*

**C. CLIENT INFORMATION**

1) List your five largest projects during the last three years:

CLIENT	SPECIFIC SERVICES YOU PROVIDED	LENGTH	REVENUE

2) Please indicate the percentage of services rendered in each category of client revenue size:

Percentage of Services	Size of Client
%	Individuals/Consumers
%	< \$50 million in revenues
%	\$50- \$500 million revenues
%	> \$500 million in revenues

3) Please indicate your client types:

Federal Government	%	Commercial	%
State/Local Government	%	Educational	%
Financial Institutions	%	Subconsultant to Other company	%
Other	%	Other	%

- 4) What is the average contract amount (your annual revenues) for Professional Services: \_\_\_\_\_
- 5) What is the average contract length for Professional Services: \_\_\_\_\_
- 6) What is the current, longest contract length for Professional Services and client: \_\_\_\_\_
- 7) Does the Applicant do work outside the United States?  Yes  No If yes, provide the percentage of revenues and the countries. \_\_\_\_\_

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**D. CONTRACTS, SUBCONTRACTORS & RISK MANAGEMENT**

- 1) How often does the Company use written contracts/ agreements or engagement letters?  
 0%       1% - 49%       50% -75%       76% - 100%
- 2) What percentage is the Company's own contract used? \_\_\_\_\_ A client contract? \_\_\_\_\_  
Please provide a copy of a currently executed contract.
- 3) Please describe the circumstances when no written agreement is used with a client: \_\_\_\_\_  
 \_\_\_\_\_
- 4) Have the written contracts, agreements or engagement letters ever been reviewed by the following:  
 Outside Counsel       In-House Counsel       Neither       Both
- 5) What percentage of the time does the Applicant modify its standard contracts? \_\_\_\_\_%
- 6) Who writes and authorizes any changes to the contracts? \_\_\_\_\_
- 7) Do standard contracts contain:
- |  |  |
|--|--|
| Hold harmless/indemnification clause in favor of the Applicant                 | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Hold harmless/indemnification clause in favor of other parties of the contract | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Guarantees or Warrantees   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Limitation of Liability  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Provisions for Liquidated Damages  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Integration/Globalization Provisions   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Specific Description of services provided by applicant                         | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Payment Terms  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
- 8) Does the Applicant have a formal process to assess customer satisfaction?  Yes  No
- 9) What percentage of revenues does the Applicant subcontract to others? \_\_\_\_\_%
- 10) How often does the Applicant use written contracts/ agreements or engagement letters with third party vendors/subcontractors?  0%       1% - 49%       50% -75%       76% - 100%
- 11) Do contracts with subcontractors have hold harmless agreements that benefit the Applicant?  Yes  No
- 12) Does the Applicant require subcontractors to carry E&O insurance and obtain evidence of insurance?  
 Yes  No
- 13) Does the Applicant utilize the following:
- |                             |  |
|-----------------------------|--|
| Written Procedures Manual?  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| New Hire Employee Training? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

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**E. OWNERSHIP & CONTROL**

- 1) a) Is the Applicant directly or indirectly controlled by, owned, or associated or does it own any other business enterprise, partnership, corporation or company?  Yes  No If yes, please attach an explanation.

- b) Does the Applicant, any of its owners, partners, directors, officers, or their spouses or employees own (wholly or partly), operate, manage or serve as directors, officers or partners of any other firm or organization?  
 Yes  No **If yes, please attach an explanation.**
- c) If either a) or b) are answered Yes, does the Applicant render any services to such business enterprise?  
 Yes  No **If yes, please attach an explanation.**
- 2) a) In the past 12 months, or in the next 12 months, has or does the Applicant plan to reorganize, acquire, divest or changed its name?  Yes  No **If Yes, please provide explanation.**
- b) If the Applicant acquired another entity, did the Applicant acquire the assets or the assets and liabilities of such entity?  Assets  Assets & Liabilities

**F. INSURANCE HISTORY**

- 1) **The following question is not applicable to Missouri Applicants.** Has any similar insurance ever been declined, canceled or non-renewed?  Yes  No **If Yes, please explain on a separate sheet of paper.**
- 2) List all professional liability insurance carried for each of the past three years. If none .

Insurer	Policy Period	Limit	Deductible	Premium	Retroactive Date

- 3) Please list your current General Liability insurance for the most recent year:

Insurer	Policy Period	Limit	Deductible	Premium	Retroactive Date

**G. LOSS HISTORY**

- 1) Have any of the Applicant's Owners, Principals, Directors, Officers or employees ever been the subject of reprimand or disciplinary or criminal actions by authorities as a result of their professional activities?  Yes  No  
**If Yes, please attach explanation.**
- 2) In the last 5 years, has there been or is there now any: pending claim, closed claim, litigation, demand, or arbitration, civil, criminal, administrative or regulatory action or proceeding involving the Applicant or any other person or entity applying for coverage, including those reported to and/or covered under a previous insurance policy?  Yes  No  
**If Yes, please complete Supplemental Claim Form for each claim.**
- 3) In the last 5 years, are any of the Applicant's Owners, Principals, Directors, Officers aware of any actual or alleged fact, circumstance, incident, situation, act, error, omission which might reasonably give rise to a claim under the proposed policy?  Yes  No  
**If Yes, please complete Supplemental Claim Form for each claim.**

**It is understood and agreed that with if any reprimand, disciplinary or criminal actions; litigation, claim, arbitration, civil, criminal, administrative or regulatory action or proceeding; or knowledge or information, exists, any claim or action for, based upon, arising from or in any way related thereto is excluded from this proposed coverage. THE INFORMATION PROVIDED IN THIS APPLICATION IS FOR UNDERWRITING PURPOSES ONLY AND DOES NOT CONSTITUTE NOTICE TO THE COMPANY OF A CLAIM OR POTENTIAL**

**CLAIM UNDER ANY POLICY. IF YOU INTEND TO NOTICE A CLAIM OR POTENTIAL CLAIM FOR POSSIBLE COVERAGE, PLEASE COMPLY WITH THE NOTICE OF CLAIM CONDITIONS/PROVISIONS FOUND IN YOUR POLICY.**

**NOTICE TO APPLICANT - PLEASE READ CAREFULLY**

Not applicable in Florida, Georgia, Kansas, Kentucky, Maine, Montana, New Hampshire, North Carolina, Oregon, South Dakota and West Virginia.

**WARRANTY:** The Applicant warrants that the information contained herein is true as of the date this application is executed and understands that it shall be the basis of the policy of insurance and deemed incorporated therein if the Company accepts this application by issuance of a policy. It is hereby agreed and understood that this warranty constitutes a continuing obligation to report to the Company, as soon as possible, any material change in the circumstances of the Applicant's business, including but not limited to size of firm, areas of business engaged in by the firm and information contained on each supplemental application submitted by the Applicant.

The Applicant hereby authorizes the release of all claims information from any prior insurer to the Company. The Applicant agrees that the organization releasing the information, its agents, servants or employees shall not incur any liability as a result of any information released or furnished pursuant to this authorization including any errors, omissions or mistakes contained in such released information.

**NOTE:** In applying for coverage, the Applicant agrees that in the event of covered losses, he/she will be required to be defended by an attorney appointed by the Company.

The Applicant hereby acknowledges that he/she is aware that the limit of liability shall be reduced, and may be completely exhausted, by defense costs and in such event, the Company shall not be liable for defense costs or for the amount of any judgment or settlement to the extent that such exceeds the limit of liability.

The Applicant hereby further acknowledges that he/she is aware that defense costs that are incurred shall be applied against the deductible amount.

The Applicant understands and accepts that the policy applied for provides coverage on a "claims-made and first reported" basis for only those claims that are made against the Insured while the policy is in force and that coverage ceases with the termination of the policy.

**NOTICE TO APPLICANT - PLEASE READ CAREFULLY**

Applicable in Florida, Georgia, Kansas, Kentucky, Maine, Montana, New Hampshire, North Carolina, Oregon, South Dakota and West Virginia.

The Applicant represents that the information contained herein is true as of the date this application is executed and understands that it shall be the basis of the policy of insurance and deemed incorporated therein if the Company accepts this application by issuance of a policy. It is hereby agreed and understood that this representation constitutes a continuing obligation to report to the Company, as soon as possible, any material change in the circumstances of the Applicant's business, including but not limited to size of firm, areas of business engaged in by the firm and information contained on each supplemental application submitted by the Applicant.

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**California Notice:** The Hartford may charge a fee if this bond or policy is cancelled before the end of its term. The fee can range between 5% to 100% of the pro rata unearned premium. Please refer to the terms and conditions stated in the policy or bond. This notice does not apply to cancellations initiated by The Hartford.

#### FRAUD WARNING STATEMENTS

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

**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.

**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 POLICY HOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICY HOLDER 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.

**DISTRICT OF COLUMBIA APPLICANTS:** 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."

**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.

**HAWAII APPLICANTS:** 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.

**KANSAS APPLICANTS:** A " FRAUDULENT INSURANCE ACT " MEANS AN ACT COMMITTED BY ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD, PRESENTS, CAUSES TO BE PRESENTED OR PREPARES WITH KNOWLEDGE OR BELIEF THAT IT WILL BE PRESENTED TO OR BY AN INSURER, PURPORTED INSURER, BROKER OR ANY AGENT THEREOF, ANY WRITTEN STATEMENT AS PART OF, OR IN SUPPORT OF, AN APPLICATION FOR THE ISSUANCE OF, OR THE RATING OF AN INSURANCE POLICY FOR PERSONAL OR COMMERCIAL INSURANCE, OR A CLAIM FOR PAYMENT OR OTHER BENEFIT PURSUANT TO AN INSURANCE POLICY FOR COMMERCIAL OR PERSONAL INSURANCE WHICH SUCH PERSON KNOWS TO CONTAIN MATERIALLY FALSE INFORMATION CONCERNING ANY FACT MATERIAL THERETO; OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO.

**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.

**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.

**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.

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

**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.

**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.

**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.

**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.

**OREGON APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD OR SOLICIT ANOTHER TO DEFRAUD AN INSURER: (1) BY SUBMITTING AN APPLICATION OR; (2) FILING A CLAIM CONTAINING A FALSE STATEMENT AS TO ANY MATERIAL FACT MAY BE VIOLATING STATE LAW.

**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.

**PUERTO RICO APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD AN INSURANCE COMPANY PRESENTS FALSE INFORMATION IN AN INSURANCE APPLICATION, OR PRESENTS, HELPS, OR CAUSES THE PRESENTATION OF A FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS OR ANY OTHER BENEFIT, OR PRESENTS MORE THAN ONE CLAIM FOR THE SAME DAMAGE OR LOSS, SHALL INCUR A FELONY AND, UPON CONVICTION, SHALL BE SANCTIONED FOR EACH VIOLATION WITH THE PENALTY OF A FINE OF NOT LESS THAN FIVE THOUSAND (5,000) DOLLARS AND NOT MORE THAN TEN THOUSAND (10,000) DOLLARS, OR A FIXED TERM OF IMPRISONMENT FOR THREE (3) YEARS, OR BOTH PENALTIES. IF AGGRAVATED CIRCUMSTANCES PREVAIL, THE FIXED ESTABLISHED IMPRISONMENT MAY BE INCREASED TO A MAXIMUM OF FIVE (5) YEARS; IF EXTENUATING CIRCUMSTANCES PREVAIL, IT MAY BE REDUCED TO A MINIMUM OF TWO (2) YEARS.

**RHODE ISLAND 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."

**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 INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

**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.

**VERMONT APPLICANTS:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE STATEMENT IN AN APPLICATION FOR INSURANCE MAY BE GUILTY OF A CRIMINAL OFFENSE AND SUBJECT TO PENALTIES UNDER STATE LAW.

**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 INCLUDE IMPRISONMENT, FINES, AND DENIAL OF INSURANCE BENEFITS."

**WEST VIRGINIA 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.

**THIS APPLICATION MUST BE SIGNED TO BE CONSIDERED FOR QUOTATION.**

THE UNDERSIGNED AUTHORIZED OFFICER OF THE APPLICANT DECLARES THAT THE STATEMENTS SET FORTH HEREIN ARE TRUE. THE UNDERSIGNED AUTHORIZED OFFICER 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 (UNDERSIGNED) 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 AND/OR AUTHORIZATIONS OR AGREEMENTS TO BIND THE INSURANCE. THE "EFFECTIVE DATE" IS THE DATE THE COVERAGE IS BOUND OR THE FIRST DAY OF THE CURRENT POLICY PERIOD, WHICHEVER IS LATER. SIGNING OF THIS APPLICATION DOES NOT BIND THE APPLICANT OR THE INSURER TO COMPLETE THE INSURANCE, BUT IT IS AGREED THAT THIS APPLICATION SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED AND IT WILL BE ATTACHED TO 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. THIS APPLICATION MUST BE SIGNED BY THE CHAIRMAN OF THE BOARD, CHIEF EXECUTIVE OFFICER, CHIEF FINANCIAL OFFICER OR THE PRESIDENT OF THE COMPANY.

#### **APPLICABLE TO MAINE APPLICANTS**

THE UNDERSIGNED AUTHORIZED OFFICER OF THE APPLICANT DECLARES THAT THE STATEMENTS SET FORTH HEREIN ARE TRUE. THE UNDERSIGNED AUTHORIZED OFFICER 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 (UNDERSIGNED) 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. THE "EFFECTIVE DATE" IS THE DATE THE COVERAGE IS BOUND OR THE FIRST DAY OF THE CURRENT POLICY PERIOD, WHICHEVER IS LATER. SIGNING OF THIS APPLICATION DOES NOT BIND THE APPLICANT OR THE INSURER TO COMPLETE THE INSURANCE, BUT IT IS AGREED THAT THIS APPLICATION SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED AND IT WILL BE ATTACHED TO 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. THIS APPLICATION MUST BE SIGNED BY THE CHAIRMAN OF THE BOARD, CHIEF EXECUTIVE OFFICER, CHIEF FINANCIAL OFFICER OR THE PRESIDENT OF THE COMPANY.

**APPLICABLE TO NEW HAMPSHIRE APPLICANTS**

THE UNDERSIGNED AUTHORIZED OFFICER OF THE APPLICANT DECLARES TO THE BEST OF HIS/HER KNOWLEDGE THAT THE STATEMENTS SET FORTH HEREIN ARE TRUE. THE UNDERSIGNED AUTHORIZED OFFICER 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 (UNDERSIGNED) 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 AND/OR AUTHORIZATIONS OR AGREEMENTS TO BIND THE INSURANCE. THE "EFFECTIVE DATE" IS THE DATE THE COVERAGE IS BOUND OR THE FIRST DAY OF THE CURRENT POLICY PERIOD, WHICHEVER IS LATER. SIGNING OF THIS APPLICATION DOES NOT BIND THE APPLICANT OR THE INSURER TO COMPLETE THE INSURANCE, BUT IT IS AGREED THAT THIS APPLICATION SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED AND IT WILL BE ATTACHED TO 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. THIS APPLICATION MUST BE SIGNED BY AN OWNER, PARTNER OR OFFICER OF THE APPLICANT.

**SIGNING THIS FORM AND TENDERING PREMIUM DOES NOT BIND THE APPLICANT OR THE COMPANY TO COMPLETE THE INSURANCE. THIS APPLICATION MUST BE SIGNED TO BE CONSIDERED FOR QUOTATION.**

**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, OR 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."**

\_\_\_\_\_  
Authorized Officer of Applicant's Signature

\_\_\_\_\_  
Print or Type Name & Title

\_\_\_\_\_  
Date (Month/Day/Year)

Name of Broker \_\_\_\_\_  
(Required: FLORIDA, IOWA, NEW HAMPSHIRE only)

Broker License #. \_\_\_\_\_  
(Required: FLORIDA only)

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

Name Of Agency \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Broker Signature \_\_\_\_\_  
(Required: NEW HAMPSHIRE only)