



# Specified Professions Professional Liability Application - All States

APPLICANT MAY QUALIFY FOR AN INSTANT QUOTE BY COMPLETING SECTION I BELOW. SECTION II-V ANSWERS WILL BE REQUIRED PRIOR TO BINDING AND ARE SUBJECT TO UNDERWRITING APPROVAL. THIS IS AN APPLICATION FOR A CLAIMS MADE POLICY.

## I. INSTANT QUOTE INFORMATION

Instant quote is not available for accounts with losses in the past 5 years. If there is loss history, please complete Section I and submit details in a claim supplement.

Applicant's Name: \_\_\_\_\_

Location Address: \_\_\_\_\_  Same as mailing address

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address of primary contact: \_\_\_\_\_

Description of Operations: \_\_\_\_\_

List 12 month gross receipts below:

Last Year:	Current Year (based on 12 months):	Forecast for Next Year:
\$	\$	\$

## II. UNDERWRITING INFORMATION

1. a) Date established: \_\_\_\_\_  
 b) If business has been in operation less than 3 years, please provide principal, partner, or key employee's resume.
2. Is the Applicant controlled, owned, affiliated or associated with any other firm, corporation or company?  Yes  No
3. a) Does the Applicant have any subsidiaries?  Yes  No  
 b) Name(s) of any subsidiaries: \_\_\_\_\_  
 c) Are all subsidiaries' receipts and services disclosed on this application?  Yes  No
4. a) Is the Applicant a licensed professional?  Yes  No  
 b) Does the Applicant provide services not disclosed in description of operations  Yes  No  
 If Yes to a and/or b, please advise type of licensed professional and details of additional services:  
 \_\_\_\_\_
5. Please answer the following questions regarding the use of independent contractors:  
 a) The total percentage of work done by independent contractors: \_\_\_\_\_%  
 b) Do the independent contractors work exclusively for the Applicant?  Yes  No  
 c) Do the independent contractors provide the same services as the applicant?  Yes  No  
 If No, please describe services: \_\_\_\_\_  
 d) Are all independent contractors required to carry errors and omissions insurance?  Yes  No  
 e) Does the Applicant desire to provide coverage for independent contractors as insureds under the policy?  Yes  No
6. What percentage of current 12-month gross receipts are derived from the following:  
 a) Services performed outside the United States or its territories: \_\_\_\_\_%  
 b) Clients for which the Applicant is more than a three percent (3%) shareholder: \_\_\_\_\_%  
 c) Clients for which any director, officer, employee, partner or independent contractor of the Applicant serves as an officer or on the Board of Directors: \_\_\_\_\_%
7. Does the Applicant request the addition of any additional insureds for professional liability?  Yes  No  
 If Yes, please provide name, address and relationship to Applicant: \_\_\_\_\_  
 \_\_\_\_\_
8. Is similar professional liability insurance currently in force?  Yes  No  
 Carrier \_\_\_\_\_ Limits \_\_\_\_\_ Retention \_\_\_\_\_ Premium \_\_\_\_\_ Retroactive Date: \_\_\_\_\_

(Attach a statement of details for all "yes" answers to the following questions)

9. Has any prospective insured ever had their license revoked or suspended or been fined or disciplined in any way or been the subject of any investigation by any regulating body related to their profession?  Yes  No
10. Have you initiated litigation against any of your clients in the past 5 years?  Yes  No
11. During the past 5 years, has any claim been made or suit brought against the Applicant, its predecessor(s) in business, or any of its present or former owners, partners, officers, directors, employees or independent contractors?  Yes  No
12. Is any owner, partner, officer, director, employee or independent contractor aware of any circumstance, allegation, contention, or incident which may result in a claim being made against the Applicant, its predecessor(s) in business, or any of its present or former partners, owners, officers, directors, employees or independent contractors?  Yes  No
13. Has any policy or application for professional liability insurance on your behalf or on the behalf of any of your principals, officers, employees, independent contractors, or on behalf of any predecessor(s) in business ever been declined, cancelled or renewal refused? (Not applicable in Missouri)  Yes  No

### III: SUPPLEMENTAL APPLICATIONS

14. Please provide corresponding supplemental applications if Applicant's description of services include any of the following:
- Claims Adjuster
  - Human Resource Consultant/Management Consultant/Marketing Consultant
  - Collection Agency
  - Employment Agency/Executive Search Firm
  - Tax Preparer/Bookkeeper
  - Financial Planners
  - Interior/Exhibit/Lighting Designer
  - Travel Agent
  - Background Check/Screening Service/Private Investigator
  - Mortgage Field Inspector/ Property Preservation Service

### IV: GENERAL LIABILITY

15. Has the Applicant had any General Liability claims paid, reserved or pending in the last 5 years?  Yes  No  
If Yes, please provide details \_\_\_\_\_
16. Does the Applicant request the addition of any additional insureds for General liability?  Yes  No  
If Yes, please provide name, address and relationship to Applicant: \_\_\_\_\_

17. Number of principals, partners, officers and professional employees directly engaged in providing services to clients: \_\_\_\_\_

### V. PROPERTY

18. Personal Property Limit, including computer hardware (at 80% coinsurance/replacement cost): \$ \_\_\_\_\_
19. Building Characteristics
- a) Are functioning burglar alarms present?  Yes  No
  - b) Is all electrical wiring connected to functional and operational circuit breakers?  Yes  No
  - c) Are there functioning smoke and heat detectors in all units and/or occupancies?  Yes  No
  - d) Is aluminum wiring present in the building?  Yes  No
20. Property Protection Class (1-10): \_\_\_\_\_
21. Building Construction (please check one):
- Frame - Bldg. is made from a wood frame (2x4's/veneers)
  - Joisted Masonry - Outside walls are constructed with bricks/cinder blocks. Roof is made of wood
  - Masonry Non-Combustible - Same as Joisted Masonry, except roof is steel
  - Fire Resistive - Structural steel framing, reinforced concrete outside/load bearing walls
22. Has the Applicant had any Property claims paid, reserved or pending in the last 5 years?  Yes  No  
If Yes, please provide details \_\_\_\_\_

**Florida and Illinois Notice:** I understand that there is no coverage for punitive damages assessed directly against an insured under Florida and Illinois law. However, I also understand that punitive damages that are not assessed directly against an insured, also known as "vicariously assessed punitive damages," are insurable under Florida and Illinois law. Therefore, if any Policy is issued to the Applicant as a result of this Application and such Policy provides coverage for punitive damages, I understand and acknowledge that the coverage for Claims brought in the State of Florida and Illinois is limited to "vicariously assessed punitive damages" and that there is no coverage for directly assessed punitive damages.

**Minnesota Notice:** Authorization or agreement to bind the insurance may be withdrawn or modified only based on changes to the information contained in this application prior to the effective date of the insurance applied for that may render inaccurate, untrue or incomplete any statement made with a minimum of 10 days notice given to the insured prior to the effective date of cancellation when the contract has been in effect for less than 90 days or is being canceled for nonpayment of premium.

**New York Disclosure Notice:** This policy is written on a claims made basis and shall provide no coverage for claims arising out of incidents, occurrences or alleged Wrongful Acts or Wrongful Employment Acts that took place prior to retroactive date, if any, stated on the declarations. This policy shall cover only those claims made against an insured while the policy remains in effect for incidents reported during the Policy Period or any subsequent renewal of this Policy or any extended reporting period and all coverage under the policy ceases upon termination of the policy except for the automatic extended reporting period coverage unless the insured purchases additional extend reporting period coverage. The policy includes an automatic 60 day extended claims reporting period following the termination of this policy. The Insured may purchase for an additional premium an additional extended reporting period of 12 months, 24 months or 36 months following the termination of this policy. Potential coverage gaps may arise upon the expiration for this extended reporting period. During the first several years of a claims-made relationship, claims-made rates are comparatively lower than occurrence rates. The insured can expect substantial annual premium increases independent overall rate increases until the claims-made relationship has matured.

**Utah Notice:** I understand that Punitive Damages are not insurable in the state of Utah. There will be no coverage afforded for Punitive Damages for any Claim brought in the State of Utah. Any coverage for Punitive Damages will only apply if a Claim is filed in a state which allows punitive or exemplary damages to be insurable. This may apply if a Claim is brought in another state by a subsidiary or additional location(s) of the Named Insured, outside the state of Utah, for which coverage is sought under the same policy.

**Virginia Notice:** This Policy is written on a claims-made basis. Please read the policy carefully to understand your coverage. You have an option to purchase a separate limit of liability for the extended reporting period. If you do not elect this option, the limit of liability for the extended reporting period shall be part of the and not in addition to limit specified in the declarations. If you have any questions regarding the cost of an extended reporting period, please contact your insurance company or your insurance agent. Statements in the application shall be deemed the insured's representations. A statement made in the application or in any affidavit made before or after a loss under the policy will not be deemed material or invalidate coverage unless it is clearly proven that such statement was material to the risk when assumed and was untrue.

**Colorado Fraud Statement:** 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.

**District of Columbia Fraud Statement: 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.

**Florida Fraud Statement:** 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. The following statement applies if you purchase a policy with Mount Vernon Fire Insurance Company which is our surplus lines carrier in Florida. You may review your quote or contact your agent or broker to verify if your coverage is with the surplus lines carrier. You are agreeing to place coverage in the surplus lines market. Superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected under the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

**Kentucky Fraud Statement:** 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.

**Maine and Washington Fraud Statement:** 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.

**New Jersey Fraud Statement:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**New York Fraud Statement:** 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.

**Ohio Fraud Statement:** 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 Fraud Statement: 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.

**Pennsylvania Fraud Statement:** 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.

**Tennessee and Virginia Fraud Statement:** 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 Fraud Statement:** 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 may be subject to fines and confinement in prison.

**Fraud Statement (All Other States): 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 may be guilty of a crime and may be subject to fines and confinement in prison.**

If your state requires that we have information regarding your Authorized Retail Agent or Broker, please provide below.

Retail Agency Name: \_\_\_\_\_ License #: \_\_\_\_\_

Main Agency Phone Number: \_\_\_\_\_

Agency Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Broker's Signature: \_\_\_\_\_

Name of Authorized Agent or Broker: \_\_\_\_\_

Address: \_\_\_\_\_ Mail complete application through local Agent or Broker to: \_\_\_\_\_

The signer of this application acknowledges and understands that the information provided in this Application is material to the Insurer's decision to provide the requested insurance and is relied on by the Insurer in providing such insurance. The signer of this application represents that the information provided in this Application is true and correct in all matters. The signer of this Application further represents that any changes in matters inquired about in this Application occurring prior to the effective date of coverage, which render the information provided herein untrue, incorrect or inaccurate in any way will be reported to the Insurer immediately in writing. The Insurer reserves the right to modify or withdraw any quote or binder issued if such changes are material to the insurability or premium charged, based on the Insurer's underwriting guides. The Insurer is hereby authorized, but not required, to make any investigation and inquiry in connection with the information, statements and disclosures provided in this Application. The decision of the Insurer not to make or to limit any investigation or inquiry shall not be deemed a waiver of any rights by the Insurer and shall not stop the Insurer from relying on any statement in this Application in the event the Policy is issued. It is agreed that this Application shall be the basis of the contract should a policy be issued and it will be attached and become a part of the Policy.

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

Principal, Partner or Officer of the Firm