

SERFF Tracking Number: HART-125296618 State: Arkansas  
 Filing Company: Twin City Fire Insurance Company State Tracking Number: AR-PC-07-026161  
 Company Tracking Number: FN.13HS.802.2007.02  
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability  
 Product Name: The Hartford Professional Choice Liability Policy Program  
 Project Name/Number: The Hartford Professional Choice Liability Policy Program/FN.13HS.802.2007.02

## Filing at a Glance

Company: Twin City Fire Insurance Company  
 Product Name: The Hartford Professional Choice Liability Policy Program SERFF Tr Num: HART-125296618 State: Arkansas  
 TOI: 17.0 Other Liability - Claims Made/Occurrence SERFF Status: Closed State Tr Num: AR-PC-07-026161  
 Sub-TOI: 17.0019 Professional Errors & Omissions Liability Co Tr Num: FN.13HS.802.2007.02 State Status:  
 Filing Type: Form Co Status: Initial Filing Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding  
 Author: Regina McLendon Disposition Date: 10/02/2007  
 Date Submitted: 09/21/2007 Disposition Status: Approved  
 Effective Date Requested (New): On Approval Effective Date (New):  
 Effective Date Requested (Renewal): On Approval Effective Date (Renewal):

## General Information

Project Name: The Hartford Professional Choice Liability Policy Program Status of Filing in Domicile: Pending  
 Project Number: FN.13HS.802.2007.02 Domicile Status Comments:  
 Reference Organization: N/A Reference Number: N/A  
 Reference Title: N/A Advisory Org. Circular: N/A  
 Filing Status Changed: 10/02/2007  
 State Status Changed: 09/21/2007 Deemer Date:  
 Corresponding Filing Tracking Number:  
 Filing Description:  
 The Hartford Professional Choice Liability Policy Program  
 Form Filing

## Company and Contact

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**Filing Contact Information**

Regina McLendon, Account Analyst regina.mclendon@thehartford.com  
 690 Asylum Avenue (860) 547-2594 [Phone]  
 Hartford, CT 06115 (860) 547-3838[FAX]

**Filing Company Information**

Twin City Fire Insurance Company CoCode: 29459 State of Domicile: Indiana  
 Hartford Plaza Group Code: 91 Company Type: Property  
 Hartford, CT 06115 Group Name: State ID Number:  
 (860) 547-5000 ext. [Phone] FEIN Number: 06-0732738  
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**Filing Fees**

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No  
 Fee Explanation: \$50 x's 1 form filing = \$50.  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Twin City Fire Insurance Company	\$50.00	09/21/2007	15749452

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	10/02/2007	10/02/2007

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Liability  
  
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## **Disposition**

Disposition Date: 10/02/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment: This program contains defense within the limits of liability.

Approval of this program is based upon compliance with AID Order 2007-046, Miscellaneous Professional Liability Exemption Order, from the defense outside the limit requirement of AR Code Anno. 23-79-307 (5) (A) for all risks with \$1,000,000 or greater limits of liability.

Thank you!

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Explanatory Memo	Approved	Yes
Supporting Document	Forms list	Approved	Yes
Supporting Document	Form Comparison	Approved	Yes
Form	THE HARTFORD PROFESSIONAL CHOICE LIABILITY APPLICATION	Approved	Yes
Form	AMENDMENT OF SPOUSAL EXTENSION TO INCLUDE DOMESTIC PARTNER	Approved	Yes
Form	TAX PREPARERS ENDORSEMENT	Approved	Yes
Form	TAX PREPARERS AND BOOKKEEPERS ENDORSEMENT	Approved	Yes
Form	TAX PREPARERS ERRORS AND OMISSIONS LIABILITY INSURANCE APPLICATION	Approved	Yes
Form	MEDIA SERVICES ENDORSEMENT	Approved	Yes
Form	LIMIT OF LIABILITY AMENDMENT ENDORSEMENT	Approved	Yes
Form	RENEWAL INSURANCE APPLICATION	Approved	Yes
Form	AMEND EXTENDED REPORTED PERIOD ENDORSEMENT	Approved	Yes
Form	AMEND DEFINITION OF INSURED TO INCLUDE SPECIFIED INDEPENDENT CONTRACTORS	Approved	Yes
Form	TELEMARKETING ADDITIONAL EXCLUSION ENDORSEMENT	Approved	Yes
Form	NOTARY ENDORSEMENT	Approved	Yes
Form	TAX PREPARERS ERRORS AND OMISSIONS LIABILITY INSURANCE SUPPLEMENTAL CLAIM / ERROR REPORTING FORM	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	THE HARTFORD PROFESSIONAL CHOICE LIABILITY APPLICATION	MP 00 H001 02 0707	0707	Application/ Replaced Binder/Enrollment	Replaced Form #:0.00 MP 00 H001 01 0706 Previous Filing #: FN.13HS.802.2006.02		MP00H00102.pdf
Approved	AMENDMENT OF SPOUSAL EXTENSION TO INCLUDE DOMESTIC PARTNER	MP 00 H065 00 0407	0407	Endorsement/New Amendment/Conditions		0.00	MP00H065.pdf
Approved	TAX PREPARERS ENDORSEMENT	MP 00 H066 00 0507	0507	Endorsement/New Amendment/Conditions		0.00	MP00H066.pdf
Approved	TAX PREPARERS AND BOOKKEEPERS ENDORSEMENT	MP 00 H067 00 0507	0507	Endorsement/New Amendment/Conditions		0.00	MP00H067.pdf
Approved	TAX PREPARERS ERRORS AND OMISSIONS LIABILITY INSURANCE APPLICATION	MP 00 H068 00 0607	0607	Application/ New Binder/Enrollment		0.00	MP00H068.pdf
Approved	MEDIA SERVICES ENDORSEMENT	MP 00 H069 00 0707	0707	Endorsement/New Amendment/Conditions		0.00	MP00H069.pdf

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Approved	LIMIT OF LIABILITY AMENDMENT ENDORSEMENT	MP 00 H070 00 0707	0707	Endorsement/Amendment/Conditions New	0.00	MP00H070.pdf
Approved	RENEWAL INSURANCE APPLICATION	MP 00 H071 00 0707	0707	Endorsement/Amendment/Conditions New	0.00	MP00H071.pdf
Approved	AMEND EXTENDED REPORTED PERIOD ENDORSEMENT	MP 00 H072 00 0907	0907	Endorsement/Amendment/Conditions New	0.00	MP00H072.pdf
Approved	AMEND DEFINITION OF INSURED TO INCLUDE SPECIFIED INDEPENDENT CONTRACTORS	MP 00 H073 00 0907	0907	Endorsement/Amendment/Conditions New	0.00	MP00H073.pdf
Approved	TELEMARKETING ADDITIONAL EXCLUSION ENDORSEMENT	MP 00 H074 00 0907	0907	Endorsement/Amendment/Conditions New	0.00	MP00H074.pdf
Approved	NOTARY ENDORSEMENT	MP 00 H075 00 0907	0907	Endorsement/Amendment/Conditions New	0.00	MP00H075.pdf
Approved	TAX PREPARERS ERRORS AND OMISSIONS LIABILITY INSURANCE SUPPLEMENTAL CLAIM / ERROR	MP 00 H076 00 0907	0907	Endorsement/Amendment/Conditions New	0.00	MP00H076.pdf







Name of Insurance Company to which Application is made \_\_\_\_\_

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## THE HARTFORD PROFESSIONAL CHOICE LIABILITY POLICY INSURANCE APPLICATION

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**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.

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**NOTICE:** THIS PROFESSIONAL LIABILITY INSURANCE IS WRITTEN ON A CLAIMS-MADE AND REPORTED BASIS AND PROVIDES COVERAGE FOR THOSE CLAIMS WHICH ARE FIRST MADE AND REPORTED TO THE COMPANY WHILE THIS INSURANCE IS IN FORCE AND WHICH ARE THE RESULT OF WRONGFUL ACTS OCCURRING SUBSEQUENT TO THE RETROACTIVE DATE SHOWN IN ITEM 8 OF THE DECLARATIONS PAGE. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE AFTER THE END OF THE POLICY PERIOD UNLESS, AND TO THE EXTENT, AN EXTENDED REPORTING PERIOD APPLIES. THE INSURANCE PROVIDED BY THIS POLICY PROVIDES THAT THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS WILL BE REDUCED BY AMOUNTS INCURRED FOR DEFENSE COSTS. DEFENSE COSTS SHALL ALSO BE APPLIED AGAINST THE RETENTION AMOUNT.

**PLEASE PROVIDE THE FOLLOWING INFORMATION:**

- Organizational chart including Applicant's ownership % and complete description of services provided by each subsidiary
- Promotional Brochures
- Sample contracts used with customers.
- Most recent complete annual financial information
- Description of risk management practices
- Resumes Of Principals

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### A. GENERAL INFORMATION

1) NAME OF APPLICANT: \_\_\_\_\_

2) ADDRESS: \_\_\_\_\_

3) YEAR ESTABLISHED: \_\_\_\_\_ 4) WEB-SITE ADDRESS: \_\_\_\_\_

5) NUMBER OF EMPLOYEES: \_\_\_\_\_

6) List the total gross receipts for the past three years, projected receipts for the coming year derived from the services for which coverage is desired and total number of transactions.

YEAR	GROSS REVENUES	TRANSACTIONS/PROJECTS
Current Projected	\$ _____	_____
200_____	\$ _____	_____
200_____	\$ _____	_____

7) For the receipts listed above, please give an approximate percentage breakdown derived from each professional service.

TYPE OF SERVICE	PERCENTAGE OF RECEIPTS
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
	<b>Total = 100%</b>

**B. PROFESSIONAL SERVICES**

1) Describe the professional services/operations for others for which coverage is desired.

\_\_\_\_\_

\_\_\_\_\_

2) Do you provide any service as an accountant, actuary, architect, attorney, construction manager, engineer, design, insurance agent/broker, investment advisor, or real agent/broker?  Yes  No **If "Yes", please attach an explanation and estimated receipts.**

3) Describe the types of negligent acts, incidents, circumstances, exposures, or E&O claims for which coverage is desired.

\_\_\_\_\_

\_\_\_\_\_

4) Is the Applicant engaged in any business other than as described above?  Yes  No **If yes, please attach an explanation and estimated receipts.**

5) Please provide the percentage of the Applicant's services rendered to each category based on client's revenue size:

Percentage of Services	Size of Client
%	Individuals/Consumers
%	Less than 50 million in revenues
%	50-500 million in revenues
%	Greater than 500 million in revenues

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

<u>CLIENT</u>	<u>SPECIFIC SERVICES YOU PROVIDED</u>	<u>LENGTH</u>	<u>REVENUE</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

7) Total number of clients: \_\_\_\_\_

8) Does the Applicant do work outside the United States?  Yes  No **If yes, where?** \_\_\_\_\_

9) What is the average contract amount (your Annual revenues) for Professional Services:

\_\_\_\_\_

10) What is the average contract length for Professional Services:

\_\_\_\_\_

11) What is your longest contract length for Professional Services:

\_\_\_\_\_

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### C. 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 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

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### D. Contracts, Subcontractors & Risk Management

- 1) What percentage of the time does the Applicant use standardized written contracts? \_\_\_\_\_%
- 2) Do standard contracts contain:
- Hold harmless agreement that benefits the Applicant  Yes  No;
  - Hold harmless agreement that benefits other parties of the contract  Yes  No;
  - Guarantees or Warrantees  Yes  No;
  - Limitation of the Applicant's liability  Yes  No;
  - Provisions for Liquidated Damages  Yes  No;
  - Integration/Globalization Provisions  Yes  No;
  - Specific Description of the professional services Applicant is to provide  Yes  No;
  - Payment Terms  Yes  No
- 3) What percentage of the time does the Applicant modify its standard contracts? \_\_\_\_\_%
- 4) a. Does in-house or outside legal counsel review all contracts?  Yes  No
- b. Which one?  in-house legal counsel  outside legal counsel  both
- 5) Who writes and authorizes any changes to the contracts? \_\_\_\_\_
- 6) What percentage of revenues does the Applicant subcontract work to others? \_\_\_\_\_%
- 7) a. Does the Applicant require subcontractors to carry E&O insurance and obtain evidence of insurance?  Yes  No
- b. Do contracts with subcontractors have hold harmless agreements that benefit the Applicant?  Yes  No
- 8) Does the Applicant utilize any of the following:
- Written Procedures Manual?  Yes  No

**E. Insurance History**

1) 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

**F. 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) Has there been or is there now any pending litigation, claim or arbitration against or civil, criminal, administrative or regulatory action or proceeding of the Applicant or any person or entity proposed for insurance?  Yes  No **If Yes, please complete Supplemental Claim Form for each claim.**

3) Does any person or entity proposed for insurance have knowledge or information of any act, error or omission which might reasonably give rise to a claim under the proposed policy?  Yes  No **If Yes, please complete Supplemental Claim Form for each.**

**It is understood and agreed that with respect to Questions F, 1), 2), and/or 3) above, that if such 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.**

**NOTICE TO APPLICANT - PLEASE READ CAREFULLY**

Not applicable in Georgia, Kansas, Kentucky, New Hampshire, North Carolina, Oregon, 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 Georgia, Kansas, Kentucky, New Hampshire, North Carolina, Oregon, 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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#### **FRAUD WARNING STATEMENTS**

**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.

**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.

**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.

**NEW YORK 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 MATERIAL FACT THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL BE ALSO SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

**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.

**TENNESSEE:** 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.

**WASHINGTON:** 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:** 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.

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.

\_\_\_\_\_  
President or Chief Executive Officer of Applicant's Signature

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

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

Applicable to applicants in IOWA (required information)

Name of Producer: \_\_\_\_\_ License Number: \_\_\_\_\_

Address: \_\_\_\_\_

ENDORSEMENT NO:

This endorsement, effective 12:01 am,  
of policy number

forms part

issued to:

by:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDMENT OF SPOUSAL EXTENSION TO INCLUDE DOMESTIC PARTNER**

This endorsement modifies insurance provided under:

**THE HARTFORD PROFESSIONAL CHOICE LIABILITY INSURANCE POLICY**

Section **V. DEFINITIONS** is amended to include the following:

- **Domestic Partner** means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local laws.

Section **II. (B) SPOUSAL EXTENSION** is deleted and replaced with the following:

**(B) SPOUSAL/DOMESTIC PARTNER EXTENSION**

If a covered **Claim** against an **Insured** also includes a claim against the lawful spouse or **Domestic Partner** of such **Insured** solely by reason of (a) such spousal or **Domestic Partner** status, or (b) such spouse or **Domestic Partner's** ownership interest in property or assets that are sought as recovery for such **Claim**, any sums for which such spouse or **Domestic Partner** becomes legally obligated to pay on account of such **Claim** shall be deemed **Loss**. This Extension II(B) shall not apply to the extent the **Claim** alleges any wrongful act or omission by such spouse or **Domestic Partner**.

All other terms and conditions remain unchanged.



David Zwiener, President

This endorsement, effective 12:01 am,  
of policy number:

forms a part

issued to:

by:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**TAX PREPARERS ENDORSEMENT**

This endorsement modifies insurance provided under:

**THE HARTFORD PROFESSIONAL CHOICE LIABILITY POLICY**

- I. Section **II. EXTENSIONS (A) DISCIPLINARY PROCEEDING EXTENSION** is deleted.
- II. Section **V. DEFINITIONS**, is amended to include the following:

**Tax Preparers Services** means:

- 1. preparation of tax forms;
- 2. tax calculation;
- 3. representation before a tax authority by an **Insured** authorized to practice before such authority, in a tax collection or tax audit matter in connection with 1. or 2. above, and
- 4. services performed as a notary public, but only when performed in connection with **Tax Preparers Services**.

- III. Section **VI. EXCLUSIONS, (A)**, is amended to include the following:

- 15. for, based upon, or arising from the co-mingling of or inability or intentional failure to pay, collect or safeguard money;
- 16. for, based upon, or arising from the certification or acknowledgement of a signature without the physical appearance before the **Insured** of the person who is, or claims to be, the person signing the instrument;
- 17. for, based upon, or arising from representations made or opinions rendered by an **Insured** in connection with the performance or nonperformance of securities, tax shelters, mutual funds, real estate or other investments;
- 18. for, based upon, or arising from liability for breach of contract or agreement, whether written or oral, or the return of fees or charges for services performed by any **Insured** or the breach of warranty or guarantee to pay interest and penalties, but not additional tax assessments;
- 19. for, based upon or arising from liability arising out of loss by anyone because of a loan or investment where reliance was made on any report, audit, balance sheet or other financial, accounting or related schedule, exhibit, statement or report prepared, signed or certified by any **Insured**.

All other terms and conditions remain the same.



David Zwiener, President

This endorsement, effective 12:01 am,  
of policy number:

forms a part

issued to:

by:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**TAX PREPARERS AND BOOKKEEPERS ENDORSEMENT**

This endorsement modifies insurance provided under:

**THE HARTFORD PROFESSIONAL CHOICE LIABILITY POLICY**

- I. Section **II. EXTENSIONS (A) DISCIPLINARY PROCEEDING EXTENSION** is deleted.
- II. Section **V. DEFINITIONS**, is amended to include the following:

**Tax Preparers and Bookkeeping Services** means:

- 1. preparation of tax forms;
- 2. tax calculation;
- 3. representation before a tax authority by an **Insured** authorized to practice before such authority, in a tax collection or tax audit matter in connection with 1. or 2. above;
- 4. services performed as a notary public, but only when performed in connection with **Tax Preparers and Bookkeeping Services**;
- 5. recording numerical data in order to develop and maintain financial records;
- 6. maintaining a general ledger and posting adjusting journal entries;
- 7. preparing bank deposits;
- 8. compiling data from cashiers to verify and balance receipts;
- 9. verifying documents for mathematical accuracy and proper codes;
- 10. balancing and reconciling billing vouchers;
- 11. posting transactions in journals and on computer files and updating files as needed;
- 12. reviewing computer printouts against manually maintained journals and making necessary corrections;
- 13. reconciling computer reports and operations reports; and
- 14. preparation and processing of payroll.

- III. Section **VI. EXCLUSIONS, (A)**, is amended to include the following:

- 15. for, based upon, or arising from the co-mingling of or inability or intentional failure to pay, collect or safeguard money;
- 16. for, based upon, or arising from the certification or acknowledgement of a signature without the physical appearance before the **Insured** of the person who is, or claims to be, the person signing the instrument;
- 17. for, based upon, or arising from representations made or opinions rendered by an **Insured** in connection with the performance or nonperformance of securities, tax shelters, mutual funds, real estate or other investments;
- 18. for, based upon, or arising from liability for breach of contract or agreement, whether written or oral, or the return of fees or charges for services performed by any **Insured** or the breach of warranty or guarantee to pay interest and penalties, but not additional tax assessments;

19. for, based upon or arising from liability arising out of loss by anyone because of a loan or investment where reliance was made on any report, audit, balance sheet or other financial, accounting or related schedule, exhibit, statement or report prepared, signed or certified by any **Insured**.

All other terms and conditions remain the same.



David Zwiener, President

**TAX PREPARERS ERRORS AND OMISSIONS LIABILITY INSURANCE  
APPLICATION FOR A CLAIMS MADE POLICY**

**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: THIS PROFESSIONAL LIABILITY INSURANCE IS WRITTEN ON A CLAIMS-MADE AND REPORTED BASIS AND PROVIDES COVERAGE FOR THOSE CLAIMS WHICH ARE FIRST MADE AND REPORTED TO THE COMPANY WHILE THIS INSURANCE IS IN FORCE AND WHICH ARE THE RESULT OF WRONGFUL ACTS OCCURRING SUBSEQUENT TO THE RETROACTIVE DATE SHOWN IN ITEM 8 OF THE DECLARATIONS PAGE. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE AFTER THE END OF THE POLICY PERIOD UNLESS, AND TO THE EXTENT, AN EXTENDED REPORTING PERIOD APPLIES. THE INSURANCE PROVIDED BY THIS POLICY PROVIDES THAT THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS WILL BE REDUCED BY AMOUNTS INCURRED FOR DEFENSE COSTS. DEFENSE COSTS SHALL ALSO BE APPLIED AGAINST THE RETENTION AMOUNT.**

1. Firm Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Street

City

State

ZIP

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

2. A. Firm is:  Individual  Partnership  Corporation  Other

B. Date firm was established: \_\_\_\_\_

(If less than 3 years experience, please attach resumes for firm principal(s).)

3. Is this a part-time business?  Yes  No

4. Total number of staff: \_\_\_\_\_

(Please include yourself and all personnel, including clerical, who are involved in tax preparation & bookkeeping.)

5. Has the name of the APPLICANT been changed, or has the APPLICANT merged with or acquired another practice unit within the past 5 years?  Yes  No (If yes, please attach explanation)

6. Have you or your employees had a claim, or become aware of any circumstances which could give rise to a claim?

Yes  No (If yes, please complete the Supplemental Claim / Error Reporting Form.)

7. The policy provides coverage for tax preparation and notary public work. Bookkeeping coverage is available for an extra charge.

A.) Do you want coverage for bookkeeping activities?  Yes  No

B.) What percentage of your business' gross receipts is bookkeeping? \_\_\_\_\_%

8. Please select desired coverage limits by checking one box from either Table A or Table B below:

**Table A—U.S. (excluding New York)**

<input type="checkbox"/> \$10,000 each claim/\$20,000 aggregate	<input type="checkbox"/> \$50,000 each claim/\$100,000 aggregate
<input type="checkbox"/> \$25,000 each claim/\$50,000 aggregate	<input type="checkbox"/> \$100,000 each claim/\$200,000 aggregate

**Table B—New York only**

<input type="checkbox"/> \$10,000 each claim/\$10,000 aggregate	<input type="checkbox"/> \$50,000 each claim/\$50,000 aggregate
<input type="checkbox"/> \$25,000 each claim/\$25,000 aggregate	<input type="checkbox"/> \$100,000 each claim/\$100,000 aggregate

9. Effective date desired: \_\_\_\_\_  
 (NOTE: If you have *not* carried insurance in the past two years, we can include Prior Acts Coverage at your request. It will cover you for one year prior to the effective date above.)  
 Yes Please provide Prior Acts Coverage for a period of one year prior to my effective date.

10. List all prior E&O liability coverage. If none, please state "None."

INSURANCE COMPANY	POLICY NUMBER	LIMITS	INCEPTION DATE	EXPIRATION DATE

**NOTICE TO APPLICANT - PLEASE READ CAREFULLY**

Not applicable in Georgia, Kansas, Kentucky, New Hampshire, North Carolina, Oregon, 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 Georgia, Kansas, Kentucky, New Hampshire, North Carolina, Oregon, 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.

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.

### **FRAUD WARNING STATEMENTS**

**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.**

**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.

**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.

**NEW YORK 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 MATERIAL FACT THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL BE ALSO SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

**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.

**TENNESSEE:** 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.

**WASHINGTON:** 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: 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.**

Applicable to applicants in Florida and Iowa (required information)

NAME OF PRODUCER: \_\_\_\_\_ LICENSE NUMBER: \_\_\_\_\_

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

I HEREBY DECLARE that all statements and answers herein are full, complete and true to the best of my knowledge and belief and that no material circumstances or information concerning the subject matter of the questions asked has been withheld or omitted.

SIGNATURE OF APPLICANT\* \_\_\_\_\_ DATE \_\_\_\_\_

PRINT OR TYPE NAME AND TITLE  
\_\_\_\_\_

\*Signing this form, or deposit of the remittance, does not bind the APPLICANT, company or underwriting manager to complete the insurance. Application must be signed and dated to be considered for coverage.

**IMPORTANT: Please check one answer to the question below.**

**Where did you learn about the American Tax Preparers Purchasing Group and/or Target Insurance Services?**

- Internet Search Engine
- NSTP Web Site
- NAEA Web Site
- Advertisement (Where? \_\_\_\_\_)
- 2006 IRS Forum / NSTP Conference
  - Anaheim, CA
  - Chicago, IL
  - New York City
  - Orlando, FL
  - Atlanta, GA
  - Las Vegas, NV
- NAEA 2006 Convention
- Card Pack
- Other (Please explain: \_\_\_\_\_)

ENDORSEMENT NO:

This endorsement, effective 12:01 am,  
of policy number

forms part

issued to:

by:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**MEDIA SERVICES ENDORSEMENT**

This endorsement modifies insurance provided under:

**THE HARTFORD PROFESSIONAL CHOICE LIABILITY INSURANCE POLICY**

1. Item 9 of the Declarations is amended to include the following:

In the performance of **Media Services**.

2. Section **V. DEFINITIONS**, is amended to include the following:

- **Media Services** means the broadcast, display, dissemination, distribution, or creation of **Content** or **Advertising**, whether over the internet or in another medium. **Media Services** does not mean the operation of a radio station, television station or cable system.
- **Content** means data or information in the form of words, numbers, sounds, images or graphics, in electronic, print or broadcast format.

**Content** does not include:

1. Films for theatrical release or television programs;
2. Books or periodical publications that are independent of and separate from **Advertising** for clients.

- **Advertising** means materials created for the purposes of publicity, branding, promotion or endorsing.

**Advertising** does not include:

1. Films for theatrical release or television programs;
2. Books or periodical publications that are independent of and separate from **Advertising** for clients.

- **Over-redemption** means price discounts, prizes, awards or other valuable consideration given in excess of the total contracted or expected amount.

3. Section **V. DEFINITIONS, (O), Personal Injury**, is deleted and replaced with the following:
- (O) Personal Injury** mean false arrest, detention or imprisonment, or malicious prosecution; the publication or utterance of a libel or slander or other defamatory or disparaging material; invasion, infringement or interference with rights of privacy or publicity; wrongful entry or eviction; invasion of the right of private occupancy; and/or plagiarism, misappropriation of ideas under implied contract, infringement of copyright and/or infringement or dilution of trademark, trade name, trade dress, service mark, or service name;
5. Section **VI. EXCLUSIONS, (A), 7.**, is deleted and replaced with the following:
7. for, based upon, or arising from any actual or alleged plagiarism, infringement of copyright and/or infringement or dilution of trademark, trade name, trade dress, service mark, or service name; provided, however, that this exclusion shall not apply to such **Personal Injury** afforded coverage pursuant to Section II. (C);
6. Section **VI. EXCLUSIONS, (A)**, is amended by the addition of the following:
- for any **Claim** for, based upon, or arising from:
    - (i) patent infringement or misuse;
    - (ii) misuse, misappropriation or theft of trade secrets; and/or
    - (iii) any other violation of an intellectual property right not afforded coverage pursuant to Section II. (C);
  - for, based upon, or arising from any **Claim** brought by or on behalf of: the American Society of Composers, Authors and Publishers (ASCAP); the Society of European Stage Authors and Composers; Broadcast Music, Inc.; or any other licensing or rights organization in their regulatory capacity.
  - for, based upon, or arising from the actions, decisions, orders or proceedings of any Federal Trade Commission, Federal Communications Commission or any other federal, state or local governmental agency. However, this exclusion shall not apply to **Claims Expense** in connection with such proceedings;
  - for, based upon, or arising from any actual or alleged:
    - (i) commingling of funds;
    - (ii) inability or failure to pay, collect or safeguard funds; or
    - (iii) any breach of fiduciary relationships, including but not limited to media credits or funds which the **Insured** either collects or holds for another;
  - for, based upon, or arising from any **Over-redemption** of coupons, awards, or prizes from advertisements, promotions, games, sweepstakes, contests and games of chance;
  - for, based upon, or arising from any actual or alleged counterfeiting or forgery of any kind by an **Insured**;

- for, based upon, or arising from the insolvency, receivership, bankruptcy, liquidation or financial inability to pay of an insurance company or surety;
- for, based upon, or arising from the solicitation, offer, sale, placement, servicing or maintain any insurance, reinsurance, bond, security, mutual fund, IRA or Roth IRA;
- for, based upon, or arising from any return, restitution or set off of any profits, fees, costs, charges or expenses paid to or charged by any **Insured**;
- for, based upon, or arising from any cost of recall, recovery, shipment, return shipment, correction, or reprinting.
- for, based upon, or arising from the guaranteeing or warranting of potential sales, earnings, profitability or economic value;
- where all or part of such **Claim** is for, based upon, or arising from **Advertising** or **Content** created for purposes of publicity, branding, promotion or endorsing any service or product of any **Insured**;

All other terms and conditions remain unchanged.

ENDORSEMENT NO:

This endorsement, effective 12:01 am,  
of policy number

forms part

issued to:

by:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LIMIT OF LIABILITY AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**THE HARTFORD PROFESSIONAL CHOICE INSURANCE POLICY**

In consideration of \$\_\_\_\_\_ additional premium:

**ITEM 4.** of the **DECLARATIONS**, is deleted and replaced with the following:

**ITEM 4.           LIMITS OF LIABILITY**

- |     |          |  |
|-----|----------|--|
| (A) | \$ _____ | each <b>Claim</b> including <b>Loss</b> and <b>Defense Costs</b> ,<br>but in no event exceeding, |
| (B) | \$ _____ | in the aggregate for all <b>Claims</b> including <b>Loss</b><br>and <b>Defense Costs</b> .       |

All other terms and conditions remain unchanged.



David Zwiener, President



Name of Insurance Company to which Application is made \_\_\_\_\_

**THE HARTFORD PROFESSIONAL CHOICE LIABILITY POLICY  
RENEWAL 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:** THIS PROFESSIONAL LIABILITY INSURANCE IS WRITTEN ON A CLAIMS-MADE AND REPORTED BASIS AND PROVIDES COVERAGE FOR THOSE CLAIMS WHICH ARE FIRST MADE AND REPORTED TO THE COMPANY WHILE THIS INSURANCE IS IN FORCE AND WHICH ARE THE RESULT OF WRONGFUL ACTS OCCURRING SUBSEQUENT TO THE RETROACTIVE DATE SHOWN IN ITEM 8 OF THE DECLARATIONS PAGE. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE AFTER THE END OF THE POLICY PERIOD UNLESS, AND TO THE EXTENT, AN EXTENDED REPORTING PERIOD APPLIES. THE INSURANCE PROVIDED BY THIS POLICY PROVIDES THAT THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS WILL BE REDUCED BY AMOUNTS INCURRED FOR DEFENSE COSTS. DEFENSE COSTS SHALL ALSO BE APPLIED AGAINST THE RETENTION AMOUNT.

**PLEASE PROVIDE THE FOLLOWING INFORMATION:**

- Promotional Brochures
- Most recent complete annual financial information
- Description of risk management practices
- Resumes Of Principals

**A. GENERAL INFORMATION**

1) NAME OF APPLICANT: \_\_\_\_\_

2) ADDRESS: \_\_\_\_\_

(If web-site address has changed, please provide it here: \_\_\_\_\_)

3) NUMBER OF EMPLOYEES: \_\_\_\_\_

4) List the total gross receipts for the past three years, projected receipts for the coming year derived from the services for which coverage is desired and total number of transactions.

YEAR	GROSS REVENUES	TRANSACTIONS/PROJECTS
Current Projected	\$ _____	_____
200_____	\$ _____	_____

5) For the receipts listed above, please give an approximate percentage breakdown derived from each professional service.

TYPE OF SERVICE	PERCENTAGE OF RECEIPTS
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
	<b>Total = 100%</b>

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**B. PROFESSIONAL SERVICES**

Has there been any change to the services the Applicant provides, including, but not limited to, the provision of new services?  Yes  No

**If yes, please attach an explanation for consideration of coverage.**

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**C. 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 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

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**D. Contracts, Subcontractors & Risk Management**

- 1) What percentage of the time does the Applicant use standard written contracts? \_\_\_\_\_%
- 2) Do standard contracts contain:
- Hold harmless agreement that benefits the Applicant  Yes  No;
  - Hold harmless agreement that benefits other parties of the contract  Yes  No;
  - Guarantees or Warrantees  Yes  No;
  - Limitation of the Applicant's liability  Yes  No;
  - Provisions for Liquidated Damages  Yes  No;
  - Integration/Globalization Provisions  Yes  No;
  - Specific Description of the professional services Applicant is to provide  Yes  No;
  - Payment Terms  Yes  No
- 3) What percentage of the time does the Applicant modify its standard contracts? \_\_\_\_\_%
- 4) a. Does in-house or outside legal counsel review all contracts?  Yes  No
- b. Which one?  in-house legal counsel  outside legal counsel  both
- 5) Who writes and authorizes any changes to the contracts? \_\_\_\_\_
- 6) What percentage of revenues does the Applicant subcontract work to others? \_\_\_\_\_%
- 7) a. Does the Applicant require subcontractors to carry E&O insurance and obtain evidence of insurance?  Yes  No
- b. Do contracts with subcontractors have hold harmless agreements that benefit the Applicant?  Yes  No
- 8) Does the Applicant utilize any of the following:
- Written Procedures Manual?  Yes  No

New Hire Employee Training?  Yes  No

**NOTICE TO APPLICANT - PLEASE READ CAREFULLY**

Not applicable in Georgia, Kansas, Kentucky, New Hampshire, North Carolina, Oregon, 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 Georgia, Kansas, Kentucky, New Hampshire, North Carolina, Oregon, 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.

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.

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**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.

**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.

**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.

**NEW YORK 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 MATERIAL FACT THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL BE ALSO SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

**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.

TENNESSEE: 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.

WASHINGTON: 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: 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.

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.

\_\_\_\_\_  
President or Chief Executive Officer of Applicant's Signature

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

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

Applicable to applicants in IOWA (required information)

Name of Producer: \_\_\_\_\_ License Number: \_\_\_\_\_

Address: \_\_\_\_\_

**ENDORSEMENT NO:**

This endorsement, effective 12:01 am,

forms part

of policy number:

issued to:

by:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMEND EXTENDED REPORTING PERIOD ENDORSEMENT**

This endorsement modifies insurance provided under:

**THE HARTFORD PROFESSIONAL CHOICE LIABILITY POLICY**

**ITEM 7.** of the **DECLARATIONS** is deleted and replaced with the following:

**OPTION #1**

**EXTENDED REPORTING PERIOD:** 12 months

**EXTENDED REPORTING PERIOD PREMIUM:** \_\_\_\_%

**OPTION #2**

**EXTENDED REPORTING PERIOD:** \_\_\_\_ months

**EXTENDED REPORTING PERIOD PREMIUM:** \_\_\_\_%

**OPTION #3**

**EXTENDED REPORTING PERIOD:** \_\_\_\_ months

**EXTENDED REPORTING PERIOD PREMIUM:** \_\_\_\_%

**OPTION #4**

**EXTENDED REPORTING PERIOD:** \_\_\_\_ months

**EXTENDED REPORTING PERIOD PREMIUM:** \_\_\_\_%

All other terms and conditions remain unchanged.



David Zwiener, President

ENDORSEMENT NO:

This endorsement, effective 12:01 am,  
of policy number:

forms a part

issued to:

by:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMEND DEFINITION OF INSURED TO INCLUDE SPECIFIED INDEPENDENT CONTRACTORS**

This endorsement modifies insurance provided under:

**THE HARTFORD PROFESSIONAL CHOICE LIABILITY POLICY**

Section V. **DEFINITIONS, (K) Insured Persons**, is amended to include the following:

**Insured Person** shall also mean any natural person who is an **Independent Contractor** but only while acting within the scope of his or her **Contract Worker Agreement** with an **Insured Entity** and while acting under the direct supervision, and exclusively on behalf of, such **Insured Entity**.

Section V. **DEFINITIONS** is amended to include the following:

- **Independent Contractor** means:

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- **Contract Worker Agreement** means a signed agreement between the **Insured Entity** and an individual person who is an **Independent Contractor** when the agreement provides that:
  1. the **Independent Contractor** will provide specific **Professional Services** on behalf of and under the direct and continuing supervision of the **Named Insured**;
  2. the **Named Insured** will indemnify the **Independent Contractor** for those **Professional Services**; and
  3. such agreement is made before any **Wrongful Act**, fact, circumstance, or situation that that may give rise to a **Claim**.

All other terms and conditions remain the same.



David Zwiener, President

**ENDORSEMENT NO:**

**This endorsement, effective 12:01 am,  
of policy number:**

**forms a part**

**issued to:**

**by:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**TELEMARKETING ADDITIONAL EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under:

**THE HARTFORD PROFESSIONAL CHOICE LIABILITY POLICY**

Section **VI. EXCLUSIONS, (A)**, is amended to include the following:

for, based upon, or arising from any actual or alleged violation of the:

- 1) Telephone Consumer Protection Act of 1991,
- 2) Telemarketing and Consumer Fraud and Abuse Prevention Act of 1994,
- 3) Telemarketing Sales Rule,

or any amendment to or any rule or regulation promulgated under or in connection with any such statute or rule; or any similar provision of any federal, state, or local statutory law or common law anywhere in the world;

All other terms and conditions remain unchanged.



David Zwiener, President

**ENDORSEMENT NO:**

**This endorsement, effective 12:01 am,  
of policy number:**

**forms a part**

**issued to:**

**by:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **NOTARY ENDORSEMENT**

This endorsement modifies insurance provided under:

#### **THE HARTFORD PROFESSIONAL CHOICE LIABILITY POLICY**

1. Item 9 of the Declarations is amended to include the following:

In the performance of **Notary Services**.

2. Section **V. DEFINITIONS**, is amended to include the following:

- **Notary Services** means administrating oaths, certifying documents, and attesting to the authenticity of signatures in a state by an **Insured** who at the time was a notary public authorized by such state.

3. Section **VI. EXCLUSIONS, (A)**, is amended to include the following:

for, based upon or arising from any notarized certification or acknowledgment of a signature by an **Insured** without the physical appearance at the time of said notarization of the person who is or claims to be the person signing said instrument;

All other terms and conditions remain unchanged.



David Zwiener, President

**AMERICAN TAX PREPARERS ERRORS AND OMISSIONS LIABILITY INSURANCE  
SUPPLEMENTAL CLAIM / ERROR REPORTING FORM**

1. Full name of individual(s) or firm involved in the claim: \_\_\_\_\_
2. Current policy number: \_\_\_\_\_
3. Full name of claimant: \_\_\_\_\_
4. Indicate whether:  Claim/suit  Incident
5. Date of alleged error: \_\_\_\_\_ Date of claim: \_\_\_\_\_
6. Additional defendants: \_\_\_\_\_  
\_\_\_\_\_
7. If closed, total loss paid, including deductible: \_\_\_\_\_  
Indicate whether:  Court judgment  Out of court settlement
8. Type of damages demanded or paid:  
 Taxes  Penalties  Punitive  Other Compensatory  
\$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_
9. Description of claim (provide enough information to allow evaluation). DO NOT ATTACH COPIES OF SUIT PAPERS.  
a.) Alleged act, error or omission upon which claimant based claim: \_\_\_\_\_  
\_\_\_\_\_  
b.) Description of events: \_\_\_\_\_  
\_\_\_\_\_  
c.) Description of the type and extent of injury or damage allegedly sustained: \_\_\_\_\_  
\_\_\_\_\_
10. Category of loss or error (complete a, b or c):  
a.) Tax  
(1) Type of loss:  Federal income  Foreign income  State income  City income  Social Security  Federal unemployment  State unemployment  Other (attach explanation)  
(2) Type of error:  Mathematical error  Unsubstantiated deduction  Failure to take deduction  Misinterpretation of tax law  Inaccurate or misunderstood data from client  Failure to timely file  Other (attach explanation)
- b.) Bookkeeping  
 Mathematical error  Entry in wrong category  Inaccurate or misunderstood data from client  Other (attach explanation)
- c.) Notary public  
 Given false identification  Error in certification procedure  Other (attach explanation)

**FRAUD WARNING STATEMENTS**

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**WASHINGTON: 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: 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.**

Applicable to applicants in **Florida** and **Iowa** (required information)

NAME OF PRODUCER:

LICENSE NUMBER:

ADDRESS:

I HEREBY DECLARE that all statements and answers herein are full, complete and true to the best of my knowledge and belief and that no material circumstances or information concerning the subject matter of the questions asked has been withheld or omitted.

PRINCIPAL'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PRINT OR TYPE NAME \_\_\_\_\_  
TITLE \_\_\_\_\_

*SERFF Tracking Number:* HART-125296618      *State:* Arkansas  
*Filing Company:* Twin City Fire Insurance Company      *State Tracking Number:* AR-PC-07-026161  
*Company Tracking Number:* FN.13HS.802.2007.02  
*TOI:* 17.0 Other Liability - Claims Made/Occurrence      *Sub-TOI:* 17.0019 Professional Errors & Omissions  
Liability  
*Product Name:* The Hartford Professional Choice Liability Policy Program  
*Project Name/Number:* The Hartford Professional Choice Liability Policy Program/FN.13HS.802.2007.02

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: HART-125296618 State: Arkansas  
Filing Company: Twin City Fire Insurance Company State Tracking Number: AR-PC-07-026161  
Company Tracking Number: FN.13HS.802.2007.02  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability  
Product Name: The Hartford Professional Choice Liability Policy Program  
Project Name/Number: The Hartford Professional Choice Liability Policy Program/FN.13HS.802.2007.02

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 10/02/2007

**Comments:**

**Attachment:**

AR PC-TD-1\_2007 Forms & Form Filing Schedule.pdf

**Satisfied -Name:** Explanatory Memo **Review Status:** Approved 10/02/2007

**Comments:**

**Attachment:**

Misc 2007.02 Form EM CW.pdf

**Satisfied -Name:** Forms list **Review Status:** Approved 10/02/2007

**Comments:**

**Attachment:**

CW Misc Form list.pdf

**Satisfied -Name:** Form Comparison **Review Status:** Approved 10/02/2007

**Comments:**

**Attachment:**

MP 00 H001 02 compare to H001 01.pdf

## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>
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<b>2. Insurance Department Use only</b>	
a. Date the filing is received:	
b. Analyst:	
c. Disposition:	
d. Date of disposition of the filing:	
e. Effective date of filing:	
New Business	
Renewal Business	
f. State Filing #:	
g. SERFF Filing #:	
h. Subject Codes	

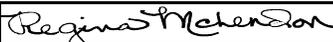
<b>3. Group Name</b>	<b>Group NAIC #</b>
Hartford Financial Services Group	00914

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Twin City Fire Ins.Co.	Indiana	00914-29459	06-0732738	

<b>5. Company Tracking Number</b>	FN.13HS.802.2007.02
-----------------------------------	---------------------

**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Regina McLendon	Filing Analyst			<a href="mailto:regina.mclendon@thhartford.com">regina.mclendon@thhartford.com</a>
Hartford Plaza, Hartford, CT 06115		860-547-2594	866-497-7565	<a href="http://ehartford.com">ehartford.com</a>

7. Signature of authorized filer	
8. Please print name of authorized filer	Regina McLendon

**Filing information** (see General Instructions for descriptions of these fields)

<b>9. Type of Insurance (TOI)</b>	17.0 Other Liability
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	17.0019 Errors & Omissions Liability
<b>11. State Specific Product code(s)</b> (if applicable)[See State Specific Requirements]	N/A
<b>12. Company Program Title</b> (Marketing title)	The Hartford Professional Choice Liability Program
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
<b>14. Effective Date(s) Requested</b>	New:            upon your approval    Renewal:
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16. Reference Organization</b> (if applicable)	N/A
<b>17. Reference Organization # &amp; Title</b>	N/A
<b>18. Company's Date of Filing</b>	9/20/07
<b>19. Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

**20. This filing transmittal is part of Company Tracking #** FN.13HS.802.2007.02

**21. Filing Description** [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

Re: **OTHER LIABILITY - THE HARTFORD PROFESSIONAL CHOICE LIABILITY  
POLICY PROGRAM - FORMS FILING**

Our Filing Number: FN.13HS.802.2007.02  
Twin City Fire Insurance Company NAIC #29459

Dear Sir or Madam:

Enclosed are the following:

- Filing Fee submitted via EFT.
- P & C Transmittal Document and Forms Filing Schedule.
- Form Explanatory and Forms Listing.
- Endorsements as identified on the enclosed forms listing.
- Forms comparison.

For the above listed company, to be effective upon your disposition date, we hereby submit for approval the enclosed forms in final print.

Cordially,

*Regina McLendon*

Regina McLendon, Filing Analyst  
Product Support and Compliance  
Telephone: (860) 547-2594  
FAX No.: (866) 497-7565  
E-Mail Address: [regina.mclendon@thehartford.com](mailto:regina.mclendon@thehartford.com)

**22. Filing Fees** (Filer must provide check # and fee amount if applicable)  
[[If a state requires you to show how you calculated your filing fees, place that calculation below]

**Check #:** Filing fee being submitted via EFT.  
**Amount:** Filing fee being submitted via EFT.

**Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.**

**\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

## FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	FN.13HS.802.2007.02			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	FN.13HS.802.2007.02			
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	The Hartford Professional Choice Liability Application	MP 00 H001 02 0707	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	MP 00 H001 01 0706	
02	Amendment of Spousal Extension to Include Domestic Partner	MP 00 H065 00 0407	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Tax Preparers Endorsement	MP 00 H066 00 0507	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Tax Preparers and Bookkeepers Endorsement	MP 00 H067 00 0507	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Tax Preparers Errors and Omissions Liability Insurance Application	MP 00 H068 00 0607	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Media Services Endorsement	MP 00 H069 00 0707	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Limit of Liability Amendatory Endorsement	MP 00 H070 00 0707	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Renewal Insurance Application	MP 00 H071 00 0707	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Amend Extended Reporting Period Endorsement	MP 00 H072 00 0907	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Amend Definition of Insured to Include Specified Independent Contractors	MP 00 H073 00 0907	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

## FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	FN.13HS.802.2007.02			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	FN.13HS.802.2007.02			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
11	Telemarketing Additional Exclusion Endorsement	MP 00 H074 00 0907	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	Notary Endorsement	MP 00 H075 00 0907	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13	Tax Preparers Errors and Omissions Liability Insurance Supplemental Claim / Error Reporting Form	MP 00 H076 00 0907	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
14			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
15			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
16			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
17			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
18			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
19			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
20			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

## **THE HARTFORD PROFESSIONAL CHOICE LIABILITY POLICY**

### **COUNTRYWIDE FORM EXPLANATORY**

Additional forms have been developed and/or revised, per the attached Forms List, for use with our Product The Hartford Professional Choice Liability Policy which was approved by your Department under our Company filing number FN.13HS.802.2006.01. The Form List provides an explanation of each form.

The following 4 forms in this submission will be written through a Risk Purchasing Group. This Risk Purchasing Group is American Tax Preparers Purchasing Group:

Form MP 00 H066 00 0507	Tax Preparers Endorsement
Form MP 00 H067 00 0507	Tax Preparers and Bookkeepers Endorsement
Form MP 00 H068 00 0607	Tax Preparers Errors and Omissions Liability Insurance Application
Form MP 00 H076 00 0907	Tax Preparers Errors and Omissions Liability Insurance Supplemental Claim / Error Reporting Form

A track changes document is included for the revised Hartford Professional Choice Liability Application.

The policy and endorsement will be rated on a "refer to company" basis in accordance with your state regulatory requirements.

## THE HARTFORD PROFESSIONAL CHOICE LIABILITY POLICY -

	Form No.	Title	Description	Mandatory or Optional	Restricts, Broadens or Clarifies
1	MP 00 H001 02 0707	The Hartford Professional Choice Liability Application	Application for Insurance, replaces <u>MP 00 H001 01 0706</u> .	O	n/a
2	MP 00 H065 00 0407	Amendment of Spousal Extension to Include Domestic Partner	This endorsement expands spousal extension to include domestic partners	M	B
3	MP 00 H066 00 0507	Tax Preparers Endorsement	The optional endorsement covers errors and omissions resulting from preparation of tax forms, calculation of taxes or while acting in the capacity of notary public. This coverage will be written through a Risk Purchasing Group. This Risk Purchasing Group is American Tax Preparers Purchasing Group.	O	B
4	MP 00 H067 00 0507	Tax Preparers and Bookkeepers Endorsement	The optional endorsement covers errors and omissions resulting from preparation of tax forms, calculation of taxes or while acting in the capacity of notary public. This endorsement also includes bookkeeping coverage. This coverage will be written through a Risk Purchasing Group. This Risk Purchasing Group is American Tax Preparers Purchasing Group.	O	B
5	MP 00 H068 00 0607	Tax Preparers Errors and Omissions Liability Insurance Application	Application for Tax preparers and bookkeepers coverage. The application is part of coverage to be written through American Tax Preparers Purchasing Group.	O	n/a
6	MP 00 H069 00 0707	Media Services Endorsement	Optional endorsement provides exclusions and description of services for media-related classes	O	B
7	MP 00 H070 00 0707	Limit of Liability Amendatory Endorsement	Optional endorsement amends Item 4. of the Declarations page to increase limits midterm	O	B
8	MP 00 H071 00 0707	Renewal Insurance Application	Renewal Insurance application	O	n/a
9	MP 00 H072 00 0907	Amend Extended Reporting Period Endorsement	Optional endorsement provides longer options for extended reporting period	O	B
10	MP 00 H073 00 0907	Amend Definition of Insured to Include Specified Independent Contractors	Optional endorsement amends insured to included specified contractors	O	B
11	MP 00 H074 00 0907	Telemarketing Additional Exclusion Endorsement	Optional endorsement excludes standard exclusions for any risk conducting call center work whether such work is for in-bound or out-bound calls	O	R
12	MP 00 H075 00 0907	Notary Endorsement	Optional endorsement standard exclusion for notary services, excludes non-physical appearance of signer	O	R
13	MP 00 H076 00 0907	Tax Preparers Errors and Omissions Liability Insurance Supplemental Claim / Error Reporting Form	Supplemental Claim / Error Reporting Form. This form is part of coverage to be written through American Tax Preparers Purchasing Group.	O	n/a



Name of Insurance Company to which Application is made \_\_\_\_\_

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## THE HARTFORD PROFESSIONAL CHOICE LIABILITY POLICY INSURANCE APPLICATION

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### 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.

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**NOTICE:** THIS PROFESSIONAL LIABILITY INSURANCE IS WRITTEN ON A CLAIMS-MADE AND REPORTED BASIS AND PROVIDES COVERAGE FOR THOSE CLAIMS WHICH ARE FIRST MADE AND REPORTED TO THE COMPANY WHILE THIS INSURANCE IS IN FORCE AND WHICH ARE THE RESULT OF WRONGFUL ACTS OCCURRING SUBSEQUENT TO THE RETROACTIVE DATE SHOWN IN ITEM 8 OF THE DECLARATIONS PAGE. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE AFTER THE END OF THE POLICY PERIOD UNLESS, AND TO THE EXTENT, AN EXTENDED REPORTING PERIOD APPLIES. THE INSURANCE PROVIDED BY THIS POLICY PROVIDES THAT THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS WILL BE REDUCED BY AMOUNTS INCURRED FOR DEFENSE COSTS. DEFENSE COSTS SHALL ALSO BE APPLIED AGAINST THE RETENTION AMOUNT.

#### PLEASE PROVIDE THE FOLLOWING INFORMATION:

- Organizational chart including Applicant's ownership % and complete description of services provided by each subsidiary
- Promotional Brochures
- Sample contracts used with customers.
- Most recent complete annual financial information
- Description of risk management practices
- [Resumes Of Principals](#)

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### A. GENERAL INFORMATION

- 1) NAME OF APPLICANT: \_\_\_\_\_
- 2) ADDRESS: \_\_\_\_\_
- 3) YEAR ESTABLISHED: \_\_\_\_\_ 4) WEB-SITE ADDRESS: \_\_\_\_\_
- 5) NUMBER OF EMPLOYEES: \_\_\_\_\_
- 6) List the total gross receipts for the past three years, projected receipts for the coming year derived from the services for which coverage is desired and total number of transactions.

YEAR	GROSS REVENUES	TRANSACTIONS/PROJECTS
Current Projected	\$ _____	_____
200_____	\$ _____	_____
200_____	\$ _____	_____
_____	200_____ \$ _____	_____

7) For the receipts listed above, please give an approximate percentage breakdown derived from each professional service.

TYPE OF SERVICE	PERCENTAGE OF RECEIPTS	
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%
		<b>Total = 100%</b>

**B. PROFESSIONAL SERVICES**

1) Describe the professional services/operations for others for which coverage is desired.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2) Do you provide any service as an accountant, actuary, architect, attorney, construction manager, engineer, design, insurance agent/broker, investment advisor, or real agent/broker?  Yes  No **If "Yes", please attach an explanation and estimated receipts.**

3) Describe the types of negligent acts, incidents, circumstances, exposures, or E&O claims for which coverage is desired.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

34) Is the Applicant engaged in any business other than as described in question B, 1) above?  Yes  No **If yes, please attach an explanation and estimated receipts.**

45) Please provide the percentage of the Applicant's services rendered to each category based on client's revenue size:

Percentage of Services	Size of Client
_____ %	Individuals/Consumers
_____ %	Less than 50 million in revenues
_____ %	50-500 million in revenues
_____ %	Greater than 500 million in revenues

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

<u>CLIENT</u>	<u>SPECIFIC SERVICES YOU PROVIDED</u>	<u>LENGTH</u>	<u>REVENUE</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

67) Total number of clients: \_\_\_\_\_

78) Does the Applicant do work outside the United States?  Yes  No **If yes, where?** \_\_\_\_\_

89) What is the average contract amount (your Annual revenues) for Professional Services:  
\_\_\_\_\_

910) What is the average contract length for Professional Services:  
\_\_\_\_\_

911) What is your longest contract length for Professional Services:  
\_\_\_\_\_

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### C. 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 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

---

### D. Contracts & Subcontractors & Risk Management

1) What percentage of the time does the Applicant use standardized written contracts? \_\_\_\_\_ %

2) Do standard contracts contain a hold:

\_\_\_\_\_ Hold harmless agreement that benefits the Applicant?  Yes  No \_\_\_\_\_;

~~3) Do standard contracts contain a hold~~ Hold harmless agreement that benefits other parties of the contract?  Yes

No;

4 \_\_\_\_\_ Guarantees or Warrantees  Yes  No;

\_\_\_\_\_ Limitation of the Applicant's liability  Yes  No;

\_\_\_\_\_ Provisions for Liquidated Damages  Yes  No;

\_\_\_\_\_ Integration/Globalization Provisions  Yes  No;

\_\_\_\_\_ Specific Description of the professional services Applicant is to provide  Yes  No;

\_\_\_\_\_ Payment Terms  Yes  No

3) What percentage of the time does the Applicant modify its standard contracts? \_\_\_\_\_ %

54) a. Does in-house or outside legal counsel review all contracts?  Yes  No

\_\_\_\_\_ b. Which one?  in-house legal counsel  outside legal counsel  both

65) Who writes and authorizes any changes to the contracts? \_\_\_\_\_

76) What percentage of revenues does the Applicant subcontract work to others? \_\_\_\_\_ %

87) a. Does the Applicant require subcontractors to carry E&O insurance and obtain evidence of insurance?

Yes  No

b. Do contracts with subcontractors have hold harmless agreements that benefit the Applicant?  Yes  No

If no, please describe your risk management polices and procedures to address this issue.

8) Does the Applicant utilize any of the following:

Written Procedures Manual?  Yes  No

New Hire Employee Training?  Yes  No

### E. Insurance History

1) 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

### F. 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) Has there been or is there now any pending litigation, claim or arbitration against or civil, criminal, administrative or regulatory action or proceeding of the Applicant or any person or entity proposed for insurance?  Yes  No

**If Yes, please complete Supplemental Claim Form for each claim.**

3) Does any person or entity proposed for insurance have knowledge or information of any act, error or omission which might reasonably give rise to a claim under the proposed policy?  Yes  No

**If Yes, please complete Supplemental Claim Form for each.**

**It is understood and agreed that with respect to Questions F, 1), 2), and/or 3) above, that if such 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.**

**NOTICE TO APPLICANT - PLEASE READ CAREFULLY**

Not applicable in Georgia, Kansas, Kentucky, New Hampshire, North Carolina, Oregon, 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 Georgia, Kansas, Kentucky, New Hampshire, North Carolina, Oregon, 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.

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.

**FRAUD WARNING STATEMENTS**

**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.

**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.

**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.

**NEW YORK 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 MATERIAL FACT THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL BE ALSO SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

**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.

**TENNESSEE:** 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.**

**WASHINGTON: 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: 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.**

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.

\_\_\_\_\_  
President or Chief Executive Officer of Applicant's Signature

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

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

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