

SERFF Tracking Number: AGNY-125842374 State: Arkansas
Filing Company: New Hampshire Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: AIC-08-EO-19
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
Product Name: Social Service Agencies Professional Liability Program - 151640288
Project Name/Number: Social Service Agencies Professional Liability Program/AIC-08-EO-19

Filing at a Glance

Company: New Hampshire Insurance Company

Product Name: Social Service Agencies Professional Liability Program - 151640288
SERFF Tr Num: AGNY-125842374 State: Arkansas

TOI: 17.0 Other Liability - Claims Made/Occurrence
SERFF Status: Closed State Tr Num: EFT \$50

Sub-TOI: 17.0019 Professional Errors & Omissions Liability
Co Tr Num: AIC-08-EO-19 State Status: Fees verified and received

Filing Type: Form
Co Status: Reviewer(s): Betty Montesi, Edith Roberts

Author: Janine Graham
Disposition Date: 10/07/2008

Date Submitted: 10/03/2008
Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date (New):

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal):

State Filing Description:

General Information

Project Name: Social Service Agencies Professional Liability Program

Status of Filing in Domicile: Pending

Project Number: AIC-08-EO-19

Domicile Status Comments: This filing is being simultaneously in all states.

Reference Organization: N/A

Reference Number: N/A

Reference Title: N/A

Advisory Org. Circular: N/A

Filing Status Changed: 10/07/2008

State Status Changed: 10/07/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

The purpose of this filing is to add New Hampshire Insurance Company (the "Company") to American Home Assurance Company's Social Service Agencies Professional Liability Program currently on file with your Department (filing no. AIC-98-PR-07).

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For your information, we have attached copies of the forms in the Forms Schedule tab. The policy, application(s), and declaration page(s) have been revised to reflect the name of the Company and new numbers assigned to the forms. The fraud warnings, cancellation/non-renewal endorsements and other state amendatory endorsements have also been revised to comply with your state insurance laws and regulations. No other changes have been made to these previously approved forms.

No changes are being made to the rating methodology currently on file for this program under filing no. AIC-98-PR-07.

Company and Contact

Filing Contact Information

Janine Graham, Filings Analyst Janine.Graham@AIG.com
 175 Water Street (212) 458-7463 [Phone]
 New York, NY 10038 (212) 458-7077[FAX]

Filing Company Information

New Hampshire Insurance Company CoCode: 23841 State of Domicile: Pennsylvania
 70 Pine Street Group Code: Company Type:
 New York, NY 10270 Group Name: State ID Number:
 (212) 770-7000 ext. [Phone] FEIN Number: 02-0172170

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: \$50.00 - Form filing per group
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
New Hampshire Insurance Company	\$50.00	10/03/2008	22905704

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	10/07/2008	10/07/2008

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Disposition

Disposition Date: 10/07/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

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	Forms Listing	Approved	Yes
Form	Social Service Agency Professional Liability Insurance Declarations Page	Approved	Yes
Form	Social Service Agency Professional Liability Policy Occurrence	Approved	Yes
Form	Application for Social Service Agency Professional Liability Policy	Approved	Yes
Form	Renewal Application for Social Service Agency Professional Liability Policy	Approved	Yes
Form	Supplemental Application Employment Practice Defense Coverage	Approved	Yes
Form	Exclusion - Designated Professional Services Endorsement	Approved	Yes
Form	Exclusion - Designated Activities Endorsement	Approved	Yes
Form	Independent Contractor Endorsement	Approved	Yes
Form	Date Recognition Endorsement	Approved	Yes
Form	Arkansas Cancellation/Nonrenewal Endorsement	Approved	Yes
Form	Arkansas Amendatory Endorsement	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Social Service Agency Professional Liability Insurance Declarations Page	99744	(09/08)	Declaration New s/Schedule		0.00	99744 (09-08) - Social Service Agency Declarations.pdf
Approved	Social Service Agency Professional Liability Policy Occurrence	99748	(09/08)	Policy/CoveNew rage Form		0.00	99748 (09-08) - Social Service Agency Policy.pdf
Approved	Application for Social Service Agency Professional Liability Policy	99747	(09/08)	Application/ New Binder/Enrollment		0.00	99747 (09-08) - Social Service Application.pdf
Approved	Renewal Application for Social Service Agency Professional Liability Policy	99746	(09/08)	Application/ New Binder/Enrollment		0.00	99746 (09-08) - Social Service Renew Application.pdf
Approved	Supplemental Application Employment Practice Defense Coverage	99745	(09/08)	Application/ New Binder/Enrollment		0.00	99745 (09-08) - Social Service Supp Application.pdf
Approved	Exclusion - Designated Professional	70919	(06/98)	Endorsement/Amendment/Condition		0.00	70919 (06-98) - Social Service Excl

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	Services			ons		Designated Pro Service.pdf
Approved	Exclusion - Designated Activities Endorsement	70918	(06/98)	Endorsement/Amendment/Conditions	0.00	70918 (06-98) - Social Service Excl Designated Activities.pdf
Approved	Independent Contractor Endorsement	70920	(06/98)	Endorsement/Amendment/Conditions	0.00	70920 (06-98) - Social Service Indepedant Contractor.pdf
Approved	Date Recognition Endorsement	70923	(06/98)	Endorsement/Amendment/Conditions	0.00	70923 (06-98) - Social Service Date Regognition.pdf
Approved	Arkansas Cancellation/Nonrenewal Endorsement	52131	(11/03)	Endorsement/Amendment/Conditions		52131 (11-03) - AR Amendatory Endt.pdf
Approved	Arkansas Amendatory Endorsement	73680	(02/99)	Endorsement/Amendment/Conditions		73680 (02-99) - AR Amendatory Endt.pdf



AMERICAN INTERNATIONAL COMPANIES®
New Hampshire Insurance Company
 (A CAPITAL STOCK COMPANY)

70 Pine Street
New York, NY 10270
(212) 770-7000

SOCIAL SERVICE AGENCY PROFESSIONAL LIABILITY INSURANCE

NOTICE: A SMALLER LIMIT OF LIABILITY APPLIES TO JUDGMENTS OR SETTLEMENTS WHEN THERE ARE ALLEGATIONS OF SEXUAL MISCONDUCT (SEE THE SPECIAL PROVISION "SEXUAL MISCONDUCT" IN THE POLICY)

DECLARATIONS

POLICY NO:

ACCOUNT NO:

ITEM 1. NAME AND ADDRESS OF INSURED

ITEM 2. ADDITIONAL INSURED:

ITEM 3. DESCRIPTION OF BUSINESS:

ITEM 4. POLICY PERIOD: FROM: TO:
 12:01 A.M. STANDARD TIME AT THE ADDRESS AS STATED HEREIN:

ITEM 5. LIMITS OF LIABILITY: \$ _____ EACH WRONGFUL ACT OR SERIES OF CONTINUOUS,
 REPEATED OR INTERRELATED WRONGFUL ACTS
 \$ _____ AGGREGATE

ITEM 6. PREMIUM SCHEDULE:

CLASSIFICATION	NUMBER	RATE	ANNUAL PREMIUM

TOTAL PREMIUM: _____

This coverage is issued through the Professional Counselors Purchasing Group, Inc.

ITEM 7. POLICY FORMS AND ENDORSEMENTS ATTACHED TO THE POLICY:

By signing below, the President and the Secretary of the Insurer agree on behalf of the Insurer to all the terms of the policy

PRESIDENT

SECRETARY

This policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer, either below or on the Declarations page of the policy.

AUTHORIZED REPRESENTATIVE

COUNTERSIGNATURE

DATE

COUNTERSIGNED AT

NOTICE: A \$25,000 SUB-LIMIT OF LIABILITY APPLIES TO JUDGMENTS OR SETTLEMENTS WHEN THERE ARE ALLEGATIONS OF SEXUAL MISCONDUCT (SEE THE SPECIAL PROVISION "SEXUAL MISCONDUCT" IN THE POLICY) THIS LIMIT IS PART OF AND NOT IN ADDITION TO THE LIMITS OF LIABILITY SHOWN IN THE DECLARATIONS.

**SOCIAL SERVICE AGENCY PROFESSIONAL LIABILITY POLICY
OCCURRENCE**

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Policy the words **you** and **your** refer to the Named Insured(s) shown in the Declarations and any other person(s) or organization(s) qualifying as an **insured** under this Policy. The words **we**, **us** and **our** refer to the Company providing this insurance.

The word **insured** means any person or organization qualifying as such under SECTION II.
WHO IS AN INSURED

Other words and phrases that appear in boldface have special meaning. Refer to SECTION VI.
DEFINITIONS.

SECTION I. COVERAGE

We shall pay **your loss** arising from a **claim** for any actual or alleged **wrongful act**. The **wrongful act** must take place during the **policy period** and solely in the conduct of **your** business as a social service agency.

SECTION II. WHO IS AN INSURED

A. Individual

If **you** are shown in the Declarations as an individual, **you** and **your** spouse are **insureds** only for the conduct of a business as a social service agency of which **you** are the sole owner.

B. Corporation

If **you** are shown in the Declarations as a corporation or organization other than partnership or joint venture, **you** are an **insured**. **Your** stockholders are also **insureds** but only with respect to their liability as stockholders.

C. Partnership or Joint Venture

If **you** are shown in the Declarations as a partnership or joint venture, **you** are an **insured**. **Your** partners or co-ventures and their spouses are also **insureds** but only for the conduct of **your** business as a social service agency.

D. Employees

Your employees, executive officers, directors, trustees, volunteers and student interns are **insureds** within the scope of their employment by **you** or while performing duties related to the conduct of **your** business as a social service agency. **Your employee**, executive officer, director, trustee, volunteer or student intern will be an **insured** if he/she was **your employee**, executive officer, director, trustee, volunteer or student intern on the date of the actions complained of which constitute the basis for the **wrongful act**, even if he/she is no longer **your employee** at the time a **claim** for such **wrongful act** is made.

E. Acquisitions

Any organization that **you** acquire or form during the **policy period** is an **insured** provided that:

1. if the organization is a corporation, **you** own 51 % or more of the issued and outstanding shares entitled to vote in the election of directors; or
2. if the organization is not a corporation, **you** own directly or indirectly, a 51% or greater interest in either the profits or losses of the organization.

However, no organization that **you** acquire or form during the **policy period** will be insured for more than ninety (90) days from the date that **you** acquire or form it or the remainder of the **policy period**, whichever is less. This policy will not provide coverage for any such organization for any **wrongful act** that happened or commenced before **you** acquired or formed it, or for which other insurance is available. An organization ceases to be an **insured** under this policy when the Named Insured ceases to own more than a 51% interest in such organization.

SECTION III. LIMITS OF LIABILITY

- A. The Limits of Liability shown in the Declarations to this Policy and the information contained in this section fix the most **we** shall pay regardless of the number of
 1. Persons or organizations covered by this Policy; or
 2. Claimants or **claims**.
- B. The **wrongful act** Limit of Liability is the most **we** shall pay for all **claims** that result from a single **wrongful act**.
- C. The Aggregate Limit is the most **we** shall pay for all **claims** covered under this Policy, including all **claims** covered under the Sexual Misconduct Provision.
- D. All **claims** arising from continuous, repeated, or related **wrongful acts** shall be treated as one **claim**. Such **wrongful acts** shall be considered to have taken place when the earliest **wrongful act** took place.
- E. The Limits of Liability of this Policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the **policy**

period shown in the Declarations, unless the **policy period** is extended after issuance for an additional period of less than 12 months, at no additional premium charge. No extension of the **policy period** shall be deemed to reinstate the Limits of Liability.

SECTION IV. SEXUAL MISCONDUCT PROVISION

- A.** Our Limit of Liability shall not exceed \$25,000 in the aggregate for all damages with respect to the total of all **claims** made against **you** involving any actual or alleged erotic physical contact, or attempt thereat or proposal thereof:
1. By **you** or by any other person for whom **you** may be legally liable; and
 2. With or to any former or current client of **yours**, or with or to any relative or member of the same household as any said client, or with or to any person with whom said client or relative has an affectionate personal relationship.
- B.** In the event that any of the foregoing are alleged at any time, either in a complaint, during discovery, at trial or otherwise, any and all causes of action alleged and arising out of the same or related courses of professional treatment and/or relationships shall be subject to the aforesaid \$25,000 aggregate Limit of Liability and shall be part of, and not in addition to the Limits of Liability otherwise afforded by this policy.
- C.** The \$25,000 aggregate Limit of Liability for sexual misconduct afforded by this section shall be part of, and not in addition to, the Limit of Liability shown in the Declarations. **We** shall not be obligated to undertake nor continue to defend any **claim** or proceeding subject to the \$25,000 aggregate Limit of Liability after the \$25,000 aggregate Limit of Liability has been exhausted by payment of judgments, settlements and/or other items included within the Limit of Liability.

SECTION V. DEFENSE COSTS, CHARGES AND EXPENSES

We shall pay the costs related to the following, which are in addition to the Limits of Liability:

- A.** **We** have the right and duty, at **our** expense to defend and to appoint counsel for any **claim** brought against **you** for a covered **wrongful act**, even if the **claim** is groundless or fraudulent. **Our** duty to defend any **claim** ends after the applicable Limit of Liability has been exhausted by payment of judgments, awards, or interest accruing thereon prior to entry of judgment or issuance of an award and settlements.
- B.** **We** have the right to investigate and settle any **claim** that **we** believe is proper.
1. **We** shall pay all reasonable costs **we** ask **you** to incur other than loss of earnings while defending a **claim**.
 2. **We** shall pay premiums for appeal bonds, or bonds to release property used to secure legal obligation, if required in a **claim we** defend. **We** shall only pay, however, for bonds valued up to the applicable Limits of Liability. **We** have no obligation to appeal or to obtain these bonds.
- C.** **We** shall pay all interest on that amount of any judgment up to the Limits of Liability:
1. Which accrues after entry of judgment; and

2. Before **we** pay, offer to pay, or deposit in court that part of the judgment within the applicable Limits of Liability.

D. **We** shall not be obligated to make any payment nor undertake or continue defense of any **claim** or proceeding after **our** applicable Limit of Liability has been exhausted by payment of judgments and awards.

SECTION VI. DEFINITIONS

A. **Automobile** means a land vehicle, whether or not self-propelled, or a trailer or semi-trailer, including any machinery or apparatus attached thereto, whether or not designed for use principally on public roads.

B. **Bodily Injury** means physical harm, sickness, or disease, including death resulting therefrom.

C. **Claims** means:

1. a written demand for money;
2. a written demand to toll or waive a statute of limitations;
3. a civil proceeding or arbitration proceeding for monetary relief which is commenced by;
 - a. service of a complaint; or
 - b. notice of an arbitration, mediation or alternative dispute resolution proceeding.

E. **Defense Costs** means:

1. Fees charged by an attorney designated by **us**;
2. Premiums for any appeal bond, attachment bond or similar bond, but the Company shall have no obligation to apply for or furnish such bond; and
3. All other fees, costs and expenses resulting solely from the investigation, adjustment, defense and appeal of a **claim**, if incurred by **us**.

However, **defense costs** do not include salary charges of **our** regular **employees** or officials, **your** salary, or the salary of **your** regular **employees** or officials.

F. **Discrimination** means a violation of any law, whether statutory or common law, which prohibits disparate treatment based upon race, color, religion, national origin, age, sex, marital status, sexual orientation, disability, veteran status or any other legally protected status.

G. **Employee** means an individual whose labor or service is engaged by and directed by the **insured** for remuneration. This includes part-time, seasonal, and temporary **employees** as well as any individual whether employed in a supervisory, co-worker, subordinate position or otherwise. Independent contractors are not **employees**.

H. **Household Member** means any person who regularly resides with **you**.

I. **Loss** means damages, judgments, settlements and **defense costs**. **Loss** does not include fines, penalties, sanctions, taxes, punitive or exemplary damages, the multiplied portion of multiplied damages, or reimbursement of legal fees, costs, or expenses.

- J. Policy Period** means the period commencing on the effective date shown in the Declarations. This period ends on the earlier of the expiration date or the effective date of cancellation of this Policy. If **you** became an **insured** under this Policy after the effective date, the **policy period** begins on the date **you** became an **insured** and ends on the earlier of the expiration date or the effective date of cancellation of this Policy.
- K. Pollutant** means any solid, liquid, gaseous, or thermal irritant or contaminant, including: smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes, but is not limited to, material to be recycled, reconditioned or reclaimed, as well as medical waste.
- L. Property Damage** means:
1. Physical injury to, or destruction of, tangible property including the **loss** of use of it; or
 2. **Loss** of use of tangible property, which has not been physically injured or destroyed.
- M. Wrongful Act** means any actual or alleged negligent act, error, misstatement, misleading statement, or omission in performing or failing to perform professional services for others.

SECTION VII. EXCLUSIONS

This Policy shall not apply to:

- A.** Any liability of **yours** as a proprietor or owner of any medical clinic with bed and board facilities, hospital, sanitarium, nursing home or laboratory;
- B.** Any medical, surgical, dental, x-ray or radiological service or treatment or the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances. This exclusion shall not apply to:
1. Medical services or treatment performed by **you** at the direction of a physician, or the furnishing or use of biofeedback equipment as is customary in **your** practice as a social service agency; or
 2. **Your** social service agency employed psychiatrists; if a premium charge is indicated for them in Item 6 of the Declarations
- C.** Any disputes involving **your** cost estimates, fees, or charges;
- D.** Any **wrongful act** of a managerial or administrative nature that is not directly related to services rendered to a patient or client;
- E.** Any **wrongful act** arising out of **your** activities as a member of a formal accreditation or professional review board of a hospital or professional society, or professional licensing board;
- F.** Any liability arising out of the ownership, maintenance, operation, use, loading or unloading of any **automobile**, aircraft or watercraft;
- G.** Any **bodily injury** or **property damage** to any **employee** or independent contractor working for **you**, or to any obligation **you** may have to indemnify another because of damages arising out of any **bodily injury** or **property damage**;

- H. Any actual or alleged violation of anti-trust, price fixing or restraint of trade law or infringement of copyright, patent, trademark, service mark or trade name;
- I. **Property damage** to:
 - 1. Property owned or occupied by or rented to **you**;
 - 2. Property used by **you**;
 - 3. Property in **your** care, custody or control, or property over which **you** are exercising physical control for any purpose; or
 - 4. Premises sold, given away or abandoned by **you**, if the **property damage** arises out of any part of those premises;
- J. Any liability arising out of any business relationship or venture with any prior or current client of **yours**;
- K. Any employment practice including, but not limited to, application for employment, refusal to employ, termination of employment, coercion, demotion, evaluation, re-assignment, discipline, harassment including sexual harassment, humiliation, or violation of civil rights;
- L. Any **discrimination** on any basis whatsoever;
- M. Any liability arising out of any **wrongful act** if **you** were found to be legally intoxicated or under the influence of an illegal substance or drug;
- N. Any fines or penalties or punitive, exemplary or multiplied damages; if permitted by law **we** shall, however, pay up to \$25,000 in the aggregate for all punitive, exemplary or multiplied damages with respect to all **claims** against **you**. This \$25,000 sublimit for punitive, exemplary or multiplied damages shall be part of and not in addition to the applicable Limits of Liability;
- O. Any dishonest, fraudulent, criminal or malicious act, error, or omission or material misrepresentation of **your** professional capacity; but this exclusion shall not apply if **you** did not personally participate in or direct such act, error, or omission;
- P. Any liability in which **you** expected or intended injury or damage, regardless of whether **you** intended the specific injury or damage sustained. This exclusion shall not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property;
- Q. Any **claim** brought by any person or organization covered under this Policy, or for injury or damage sustained by **your** spouse or any **household member**;
- R. Any obligation which **you** may have under any workers compensation, unemployment compensation, social security or disability benefits law, or under any similar law;
- S. Any liability **you** assume under any contract or agreement. This exclusion shall not apply to liability:
 - 1. **You** assume under a contract or agreement, which arises solely from **your wrongful act**; or

2. Which would arise against **you** in the absence of the contract or agreement;
- T.** Any **claim** arising from:
1. The actual, alleged, or threatened, discharge, dispersal, seepage, migration, release, or escape of **pollutants**; or
 2. Any direction or request, to test for, monitor, cleanup, remove, contain, treat, detoxify, or neutralize **pollutants** or in any way respond to or assess the effects of **pollutants**;
- U.** Any liability because of **wrongful acts** due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution or terrorism;
- V.** Any **claim** arising from nuclear fission, nuclear fusion or radioactive contamination;
- W.** Any liability arising from that part of any **claim** seeking non-monetary relief including, but not limited to, injunctive relief, declaratory relief, disgorgement, or other equitable remedies;
- X.** Any breach of a fiduciary duty, responsibility or obligation;
- Y.** Any thefts, burglary, robbery, mysterious disappearance. inventory shortage or inventory shrinkage. Further, no coverage shall be provided for any direct or consequential damage resulting from or contributed to by any of the foregoing;
- Z.** Any goods or products, other than real property, manufactured, sold, handled or disposed of by:
1. **You**;
 2. Others trading under **your** name; or
 3. A person or organization whose business or assets **you** have acquired.
- AA.** Any **claim** arising from divorce mediation counseling unless:
1. Prior to providing divorce mediation services, the **insured**, if he or she is an attorney, shall provide a written statement to all parties, explaining his or her role as a neutral intermediary and stating that he or she may not act as an advocate for either party.
 2. In cases where **you** assist in preparing a written statement agreement in connection with the provision of divorce mediation services, **you** shall advise each participant in writing to have the settlement agreement independently reviewed by counsel of their own choosing before executing the agreement;

BB. Any **claim** brought by or on behalf of an **insured** against another **insured**.

SECTION VIII. CONDITIONS

A. COVERAGE TERRITORY

We cover **wrongful acts** anywhere in the world, but only if a **claim** is made and brought for such **wrongful act** in the United States of America, its territories and possessions, Puerto Rico or Canada.

B. YOUR ASSISTANCE AND COOPERATION

1. **You** agree to cooperate with and help **us**:
 - a. Make settlements;
 - b. Enforce any legal rights **you** or **we** may have against anyone who may be liable to **you**;
 - c. Attend depositions, hearings and trials; and
 - d. Secure and give evidence, and obtain the attendance of witnesses.
2. **You** shall not admit any liability, assume any financial obligation, or payout any money without **our** prior consent. If **you** do, it shall be at **your** own expense.

C. LAWSUITS AGAINST US

1. No one can sue **us** to recover under this Policy unless all of the terms have been honored.
2. A person or organization may sue **us** to recover up to the Limits of Liability under this Policy only after **your** liability has been decided by:
 - a. Trial, after which a final judgment has been entered; or
 - b. Written settlement agreement signed by **you, us**, and the party making the **claim**.

D. BANKRUPTCY

You, or **your** estate's bankruptcy or insolvency does not relieve **us** of **our** obligations under this Policy.

E. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give the first Named **Insured** reports on the conditions **we** find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. **We** do not make safety inspections. **We** do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. In addition, **we** do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to **us**, but also to any rating, advisory, rate service or similar organization, which makes insurance inspections, surveys, reports or recommendations on **our** behalf.

F. PREMIUMS

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Shall be the payee for any return premiums **we** pay.

G. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this Policy may not be transferred without **our** written consent except in the case of death of an individual **insured**.

If you die, or are declared legally bankrupt **your** rights and duties shall be transferred to **your** legal representative, but only while acting within the scope of duties as **your** legal representative. Until **your** legal representative is appointed, anyone having proper temporary custody of **your** property shall have **your** rights and duties but only with respect to that property.

H. CHANGES

The first Named Insured in the Declarations is authorized to request changes in this Policy. This policy can only be changed by a written endorsement **we** issue and make part of this Policy.

I. CONFORMANCE TO STATUTE

To the extent terms of this Policy conflict with a statute of the State within which this Policy is issued, the term shall be deemed amended to conform to minimum requirements of the statute.

J. DUTIES IN THE EVENT OF WRONGFUL ACT, CLAIM OR SUIT

1. **You** must see to it that **we** are notified as soon as practicable of a **wrongful act** that may result in a **claim**. To the extent possible, notice should include:
 - a. How, when, and where the **wrongful act** took place;
 - b. The names and addresses of any injured persons and witnesses; and
 - c. The nature and location of any injury or damage arising out of the **wrongful act**.
2. If a **claim** is made against any **insured**, the first Named Insured must:
 - a. Immediately record the specifics of the **claim** and the date received;
 - b. Notify **us** as soon as practicable; and
 - c. The first Named Insured must see to it that **we** receive written notice of the **claim** as soon as practicable.
3. The first Named Insured and any other involved **insured** must:
 - a. Immediately send **us** copies of any demands, notices, summonses or legal papers received in connection with the **claim**;
 - b. Authorize **us** to obtain records and other information;
 - c. Cooperate with **us** in the investigation or settlement of the **claim**; and

- d. Assist **us**, upon **our** request, in the enforcement of any right against any person or organization that may be liable to **you** because of injury or damage to which this insurance may also apply.
4. **You** will not, except at **your** own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without **our** consent.

K. OTHER INSURANCE

We shall be excess over any other insurance including, but not limited to, any self-insurance. If there is other insurance that applies to the **loss** resulting from a **wrongful act**, the other insurance shall pay first. This Policy applies to the amount of **loss** that is more than:

1. The Limits of Liability of the other insurance; and
2. The total of all deductibles and self-insured amounts under all such other insurance.

We shall not pay more than **our** applicable Limits of Liability.

L. OTHER MEMBER COMPANIES OF THE AMERICAN INTERNATIONAL GROUP, INC. POLICIES

1. **We**, or other member companies of American International Group Inc., may issue two or more insurance policies. These policies may provide coverage for:
 - a. **Claims** arising from the same, continuous, repeated or related **wrongful act**; and
 - b. Persons or organizations covered in those policies that are jointly and severally liable.
2. In such a case, **we** shall not be liable under this Policy for an amount greater than the proportion of the **loss** that this Policy's applicable Limit of Liability bears to the total applicable limits of insurance under all such policies.
3. In addition, the total amount payable under all such policies is the highest, single applicable Limit of Liability among all such policies.

M. REPRESENTATIONS

1. By accepting this Policy, the first Named Insured agrees that the statements made in the Application and Declarations are true;
2. The first Named Insured agrees that this Policy is issued in reliance upon the truth of those representations; and
3. All relevant provisions may be void by **us** in any case of fraud, intentional concealment, or misrepresentation of material fact by the first Named Insured.

N. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

In the event of any payment under this Policy, **we** shall be subrogated to the extent of such payment of **your** rights of recovery therefor, and **you** shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of

such documents necessary to enable **us** effectively to bring suit in **your** name. **You** shall do nothing after a **loss** to prejudice such rights.

O. ARBITRATION

1. Any controversy arising out of or relating to this Policy or its breach shall be settled by arbitration in accordance with the rules of the American Arbitration Association. The arbitration panel shall consist of three (3) arbitrators. The first Named Insured shall choose one of the arbitrators and **we** shall choose one arbitrator. Those two arbitrators shall then choose the third arbitrator. Unless the parties otherwise agree, the arbitration shall be held in the first Named Insured's state of domicile.
2. Unless the parties otherwise agree, within thirty (30) days of the parties submitting their case and related documentation, the arbitration panel shall issue a written decision resolving the controversy and stating the facts reviewed, conclusions reached, and the reasons for reaching those conclusions. The arbitration panel may make an award of compensatory damages, but shall not award punitive or exemplary damages. The findings of the arbitration panel, however, shall be binding.
3. The first Named Insured shall bear the expense of the arbitrator which it chooses. **We** shall bear the expense of the arbitrator chosen by **us**. The first Named Insured and **we** shall share equally the expense of the other arbitrator. The arbitration panel shall allocate any remaining costs of the arbitration proceeding.

P. TITLES OF PARAGRAPHS

Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.

Q. WHEN WE DO NOT RENEW

If **we** decide not to renew this policy, **we** shall mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than thirty (30) days before the expiration date. If notice is mailed, proof of mailing shall be sufficient proof of notice.

R. CANCELLATION / NONRENEWAL

1. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to **us** advance written notice of cancellation.
2. **We** may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. Ten (10) days before the effective date of cancellation if **we** cancel for nonpayment of premium; or
 - b. Thirty (30) days before the effective date of cancellation if **we** cancel for any other reason.
3. **We** shall mail or deliver **our** notice to the first Named Insured's last mailing address known to **us**.
4. Notice of cancellation shall state the effective date of cancellation. This **policy period** shall end on that date.

5. If this Policy is canceled, **we** shall send the first Named Insured any premium refund due. If **we** cancel, the refund shall be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation shall be effective even if **we** have not made or offered a refund.
6. If notice is mailed, proof of mailing shall be sufficient proof of notice.
7. If the first Named Insured cancels, the first Named Insured shall return the Policy or a properly executed Lost Policy Release by mail or delivery to **us** or **our** authorized representative within seven (7) days of the effective date of cancellation.

By signing below, the President and the Secretary of the Insurer agree on behalf of the Insurer to all the terms of this Policy.

PRESIDENT

SECRETARY

This Policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer, either below or on the Declarations page of the policy.

AUTHORIZED REPRESENTATIVE



AMERICAN INTERNATIONAL COMPANIES®

New Hampshire Insurance Company

70 Pine Street

New York, NY 10270

(herein called the "insurer", "company")

Application

**for Social Service Agency Professional Liability Policy
Offered through the Professional Counselors Purchasing Group, Inc.**

All questions must be answered and the application must be dated and signed before a quotation is given.

Notice to Florida and Iowa applicants:
License #054346502 issued to Richard C. Imbert

Notice to California applicants:
License #0555091 issued to the American Professional Agency, Inc.

**NOTICE: A SMALLER LIMIT APPLIES WHEN THERE ARE ALLEGATIONS OF SEXUAL MISCONDUCT
(SEE THE SPECIAL PROVISION "SEXUAL MISCONDUCT" IN THE POLICY)**

1. Name of Applicant: _____
Address: _____

_____ (City) (County) (State) (Zip Code)

(If more than one location, list on separate sheet and attach to application.)

Person to Contact: _____

Business Telephone Number: () _____

2. Applicant is a:
- For Profit Corporation Nonprofit Corporation
 - Partnership Municipal / Government
 - Other (specify) _____

3. Limits of Liability desired: (Check one):
(Limits of Liability apply to each claim. A series of continuous, repeated or interrelated wrongful acts are considered one wrongful act and one claim.)
The first limit applies to each claim. The second limit is the annual aggregate the insurer is liable for.

- \$100,000/300,000
- \$1,000,000/1,000,000
- \$1,000,000/3,000,000
- \$2,000,000/4,000,000
- \$1,000,000/4,000,000
- \$1,000,000/5,000,000
- \$2,000,000/2,000,000
- \$2,000,000/4,000,000

4. List the name and information for every employee including clerical. If additional space is needed, please use the page provided. Independent Contractors are not to be listed since they are not personally protected.

Name	Degree & Field of Study	Licensed As	Certified As	Full Time Part Time	Position Held (Job Title)

5. Does the agency utilize the services of any Independent Contractors or Consultants? (1099 form) Yes No
If yes, on a separate sheet of paper, please provide us with all their names, degrees and fields of study.

6. Total Number of hours donated by volunteers in an average work week: _____

7. Average number of students working for or training under the direction of the applicant named in Question 1: _____

8. The applicant is a member of (check next to those which apply):

- Council on Accreditation of Services for Families and Children
- Child Welfare League of America
- Family Services Association of America
- United Way
- Other (specify) _____

Please complete the application on the next page

Application (continued)

9. a) Is the agency is licensed by state or local authorities: Yes No
If yes, indicate which authority: _____
b) The agency is certified by: _____
10. Year established: _____
11. Indicate Gross Revenues:
a) Last Calendar Year: _____ b) This Calendar Year: _____
12. Give a complete description of the services provided. If additional space is required, attach a separate sheet to this application.
(include any descriptive materials and/or brochures.) _____

ALL PARTS OF THE FOLLOWING QUESTIONS MUST BE ANSWERED.

If additional space is required, attach a separate sheet to this application.

ADOPTION SERVICES

13. Does the applicant provide adoption services? Yes No
- a) Number of adoptions arranged in last calendar year: _____
- b) Estimate number of adoptions you will arrange this calendar year: _____
- c) What are the ages of the children placed for adoption? _____
- d) Outline the protocol used in the adoption procedure: _____

- e) Does applicant have legal custody of child? Yes No
- f) Is a guardian appointed to ensure the child's welfare? Yes No

FOSTER CARE

14. Does the applicant place children in foster homes? Yes No
- a) Number of children placed in foster homes during the last calendar year: _____
- b) Estimate number of children you will place in foster homes this calendar year: _____
- c) What are the ages of the children placed in foster homes? _____
- d) How many foster homes does the applicant utilize? _____
Are all homes licensed by applicable state and/or local authorities? Yes No
- e) How does the applicant obtain foster homes? _____

- f) Who licenses the foster homes? _____
- g) Does the applicant certify the foster homes it utilizes? Yes No
If yes, describe standards set for certification: _____

- h) What is the applicant's criteria upon which a foster home is rated and accepted? _____

- i) How often are children moved from one foster home to another? _____
- j) How many times does the applicant have its employees visit the children in the foster home? _____
- k) Who compensates foster parents? _____
- l) Does the applicant require proof of Foster Parents Liability Insurance? Yes No

Please complete the application on the next page

Application (continued)

14. (continued)

- m) Please forward proof of General Liability Insurance indicating minimum of \$100,000/\$300,000 coverage.
- n) What is the procedure utilized by the applicant to handle allegations of child abuse (sexual or other) in the foster home?

RESIDENTIAL

15. Does the applicant provide residential care services? Yes No

- a) Number of residents last calendar year: _____
- b) Estimate number of residents during this calendar year: _____
- c) Age limitations of residents: _____
- d) Average age of residents: _____
- e) Residents are: Male _____ Female _____ Both _____
- f) Average length of stay by residents: _____
- g) Number of beds the applicant maintains: _____
- h) The applicant provides residential care for the following (check the boxes next to those you are involved in)
 - Half Way House for Handicapped
 - Half Way House for Convicts
 - Crisis Shelter
 - Half Way House for Troubled Juveniles
 - Orphanages
 - Other (specify): _____
- i) How many residences/locations are utilized by applicant for residential services? _____

Attach separate sheet listing locations.
- j) Does the applicant own or lease the residences used for the residential care service? _____
- k) Indicate client/staff ratio: _____
- l) Describe the security measures the applicant has placed at each residence: _____
- m) How many employees or persons under contract* with the applicant named in Question 1 staff the residence after normal hours of operation? _____
- n) The agency must present proof of Comprehensive General Liability Insurance in a minimum amount of \$100,000/\$300,000.
- o) How does the applicant obtain the residents utilizing the applicant's services? _____
- p) Indicate the minimum number of monthly visits to the residence by the caseworker: _____
- q) What is the procedure utilized by the applicant to handle allegations of child abuse (sexual or other) in the residential facility? _____

16. Does the applicant provide counseling services? Yes No

- a) The applicant provides (check next to those that apply):
 - Out-patient services only
 - In-house patient services (bed and board facilities) only
 - Both out-patient and in-house patient services

(Note: The policy does not cover liability arising out of clinics with in-house patient services.)

***NOTE: This policy does not provide coverage to Independent Contractors/Consultants unless required by the insurance carrier. The Agency is always protected for their acts while doing work for the Agency.**

Please complete the application on the next page

Application (continued)

16. (continued)

- b) Number of client out-patient visits in the last calendar year: _____
- c) Estimate number of client out-patient visits during this calendar year: _____
- d) What type of problems are treated by the applicant? _____
- e) Does the applicant have services specifically concerned with sexual response/dysfunction? Yes No
- If yes, does the agency utilize any sexual surrogates and/or hands on therapy when delivering these services? Yes No
- Please explain: _____
- _____
- f) Does the applicant perform any research activities? Yes No
- If yes, give full particulars: _____
- _____
- _____
- g) Does the applicant maintain any facilities for detoxification of substance abuse? Yes No
- If yes, give full particulars: _____
- _____
- _____
- h) If the applicant provides group therapy sessions, answer the following:
- 1) Average size of group: _____
 - 2) Average number of times a week the group meets: _____
 - 3) Indicate the classes for whom group therapy is used: _____
- _____
- _____
- i) Does the applicant provide hotline services? Yes No
- If yes, answer the following:
- 1) What types of problems are handled by the hotline? _____
- _____
- 2) Do you use volunteers as hotline counselors? Yes No
 - 3) If volunteers are used as counselors, outline the training they receive: _____
- _____
- _____
- 4) Hours of operation of the hotline: _____
 - 5) Please provide us with the written protocol outlining the procedure for handling all calls.
17. Does the applicant provide resettlement services? Yes No
- a) Please provide a copy of all the services provided by your agency including such information as protocol used for an unaccompanied minor; policy regarding periodic evaluation of foster homes, group homes and residential care centers; procedures regarding the handling of alleged abuse of any kind.
 - b) Does the agency accept responsibility for the local resettlement of clients of a national voluntary agency? Yes No
- If yes, please provide us with the written agreement which describes the relationship between the agencies and the services provided.
18. a) List the expiration date of prior Professional Liability Insurance carried: _____
- b) Prior Limits: _____ Prior Premium: _____
- c) Prior insurance carrier: _____

Please complete the application on the next page

Application (continued)

REPRESENTATION SECTION

Any policy issued by the Company is based on the following Representations:

19. *After inquiry of each person named in Question 4:

**After inquiry" means the applicant has inquired of each person as to whether he/she has information pertinent to this question.

- a) Has any professional liability claim or suit ever been made against the applicant named in Question 1, its directors, officers or any person named in Question 4, their predecessors in business or against any past or present partner? Yes No

If yes, please give full particulars for each claim in order for your application to be considered: _____

- b) Are there any circumstances which the applicant named in Question 1, its directors, officers or any person named in Question 4 is aware of that may result in any claim or suit made against the applicant, its directors, officers or any person named in Question 4, their predecessors in business or against any past or present partner or employees? Yes No

If yes, please give full particulars in order for your application to be considered: _____

- c) Has the applicant named in Question 1 or person named in Question 4 ever had any insurance company or Lloyd's decline, cancel, refuse to renew or accept only on special terms any Professional Liability Insurance? Yes No

MISSOURI APPLICANTS DO NOT RESPOND

If yes, please give full particulars in order for your application to be considered: _____

- d) Has any person named in Question 4, ever been convicted of or charged with a crime (felony) in any state or country, the disposition of which was other than acquittal or dismissed? Yes No

If yes, please give full particulars in order for your application to be considered: _____

- e) Has any person named in Question 4, ever had any licensing board or professional ethics body ever require you to surrender your license or found you guilty of violation of ethics codes, professional misconduct, unprofessional conduct, incompetence or negligence in any state or country? Yes No

If yes, please give full particulars in order for your application to be considered: _____

- f) Are there any charges pending against any person named in Question 4, by any licensing board or professional ethics body for violation of ethics codes, professional misconduct, unprofessional conduct, incompetence or negligence in any state or country? Yes No

If yes, please give full particulars in order for your application to be considered: _____

Please complete the application on the next page

Application (continued)

19. (continued)

- g) Is any person named in Question 4, engaged in or ever been engaged in any sexual misconduct with any of your current or former patients or any current or former patient's spouse or any person with a direct relationship to the patient or former patient (for example a guardian, blood relative of the patient or spouse or any person sharing the patient's domicile)? Yes No

(Sexual misconduct means any actual or alleged erotic physical contact or attempt thereof or proposal thereof.)

If yes, please give full particulars in order for your application to be considered: _____

THE APPLICANT DECLARES THAT THE STATEMENTS SET FORTH HEREIN ARE TRUE. THE APPLICANT AGREES THE IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF INSURANCE, APPLICANT WILL IMMEDIATELY NOTIFY THE COMPANY OF SUCH CHANGES, AND THE COMPANY MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATION OR AGREEMENT TO BIND THIS INSURANCE.

SIGNING OF THIS APPLICATION DOES NOT BIND THE APPLICANT NOR THE COMPANY TO COMPLETE THE INSURANCE, BUT IT IS AGREED THAT THIS FORM SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BE ATTACHED TO AND BECOME PART OF THE POLICY.

NOTICE TO 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 ACT, WHICH IS A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

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

NOTICE TO COLORADO APPLICANTS: IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AUTHORITIES

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

NOTICE TO FLORIDA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY IN THE THIRD DEGREE.

NOTICE TO KENTUCKY APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

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

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

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

NOTICE TO NEW YORK APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

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

NOTICE TO OKLAHOMA APPLICANTS: WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY (365:15-1-10, 36 §3613.1).

NOTICE TO OREGON 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 ACT, WHICH MAY BE A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO PENNSYLVANIA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

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

NOTICE TO VERMONT 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 ACT, WHICH MAY BE A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

Signed _____
(Applicant)

Date _____

Title _____
(must be signed by authorized officer)

Organization _____
(Organization's Seal)

Attest _____

Producer _____

License Number _____

Address _____

This application does not bind the applicant nor the company to complete the insurance, but, it is agreed that this form shall be the basis of the contract should a policy be issued. Application must be signed, dated and fully completed to be considered for renewal.

Please mail to: American Professional Agency, Inc.

Program Administrator:

AMERICAN PROFESSIONAL AGENCY, INC.

95 Broadway, Amityville, NY 11701
(631) 691-6400 • (800) 421-6694

www.americanprofessional.com



AMERICAN INTERNATIONAL COMPANIES®
New Hampshire Insurance Company
 70 Pine Street
 New York, NY 10270
 (herein called the "insurer", "company")

Renewal Application

for Social Service Agency Professional Liability Policy
Offered through the Professional Counselors Purchasing Group, Inc.

All questions must be answered and the application must be dated and signed before a quotation is given.

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NOTICE: A SMALLER LIMIT APPLIES WHEN THERE ARE ALLEGATIONS OF SEXUAL MISCONDUCT.
(SEE THE SPECIAL PROVISION "SEXUAL MISCONDUCT" IN THE POLICY)

1. Name of Applicant: _____
 Address: _____

(If more than one location, list on separate sheet and attach to application.)

Person to Contact: _____
 Business Telephone Number: () _____

2. Applicant is a: For Profit Corporation Nonprofit Corporation
 Partnership Municipal / Government
 Other (specify) _____

3. Limits of Liability desired: (check one):
 (Limits of Liability apply to each claim. A series of continuous, repeated or interrelated wrongful acts are considered one wrongful act and one claim.)
 The first limit applies to each claim. The second limit is the annual aggregate the insurer is liable for.

- \$100,000/300,000 \$1,000,000/1,000,000 \$1,000,000/3,000,000
 \$1,000,000/4,000,000 \$1,000,000/5,000,000 \$2,000,000/2,000,000 \$2,000,000/4,000,000

4. List the name and information for every employee including clerical. If additional space is needed, please use the page provided. Independent Contractors are not to be listed since they are not personally protected.

Name	Degree & Field of Study	Licensed As	Certified As	Full Time Part Time	Position Held (Job Title)

5. Does the agency utilize the services of any Independent Contractors or Consultants? (1099 form) Yes No
 If yes, on a separate sheet of paper, please provide us with all their names, degrees and fields of study.

6. Total number of hours donated by volunteers in an average work week: _____

7. Average number of students working for or training under the direction of the applicant named in Question 1: _____

8. The applicant is a member of (check next to those which apply):

- Council on Accreditation of Services for Families and Children
 Child Welfare League of America
 Family Services Association of America
 United Way
 Other (specify) _____

Please complete the application on the next page

Renewal Application (continued)

9. a) The agency is licensed by state or local authorities: Yes No
If yes, indicate which authority: _____
b) The agency is certified by: _____
10. Year established: _____
11. Indicate Gross Revenues:
a) Last Calendar Year: _____ b) This Calendar Year: _____
12. Give a complete description of the services provided. If additional space is required, attach a separate sheet to this application.
(include any descriptive materials and/or brochures.) _____

ALL PARTS OF THE FOLLOWING QUESTIONS MUST BE ANSWERED.

If additional space is required, attach a separate sheet to this application.

ADOPTION SERVICES

13. Does the applicant provide adoption services? Yes No
- a) Number of adoptions arranged in last calendar year: _____
- b) Estimate number of adoptions you will arrange this calendar year: _____
- c) What are the ages of the children placed for adoption? _____
- d) Outline the protocol used in the adoption procedure: _____

- e) Does applicant have legal custody of child? Yes No
- f) Is a guardian appointed to ensure the child's welfare? Yes No

FOSTER CARE

14. Does the applicant place children in foster homes? Yes No
- a) Number of children placed in foster homes during the last calendar year: _____
- b) Estimate number of children you will place in foster homes this calendar year: _____
- c) What are the ages of the children placed in foster homes? _____
- d) How many foster homes does the applicant utilize? _____
Are all homes licensed by applicable state and/or local authorities? Yes No
- e) How does the applicant obtain foster homes? _____

- f) Who licenses the foster homes? _____
- g) Does the applicant certify the foster homes it utilizes? Yes No
If yes, describe standards set for certification: _____

- h) What is the applicant's criteria upon which a foster home is rated and accepted? _____

- i) How often are children moved from one foster home to another? _____

- j) How many times does the applicant have its employees visit the children in the foster homes? _____
- k) Who compensates foster parents? _____
- l) Does the applicant require proof of Foster Parents Liability Insurance? Yes No

Please complete the application on the next page

Renewal Application (continued)

14, (continued)

- m) Please forward proof of General Liability Insurance indicating minimum of \$100,000/\$300,000 coverage.
- n) What is the procedure utilized by the applicant to handle allegations of child abuse (sexual or other) in the foster home? _____

RESIDENTIAL

15. Does the applicant provide residential care services? Yes No

- a) Number of residents in the last calendar year: _____
- b) Estimated number of residents during this calendar year: _____
- c) Age limitations of residents: _____
- d) Average age of residents: _____
- e) Residents are: Male _____ Female _____ Both _____
- f) Average length of stay by residents: _____
- g) Number of beds the applicant maintains: _____
- h) The applicant provides residential care for the following (check the boxes next to those you are involved in):
 - Half Way House for Handicapped
 - Half Way House for Convicts
 - Crisis Shelter
 - Half Way House for Troubled Juveniles
 - Orphanages
 - Other (specify): _____
- i) How many residences/locations are utilized by applicant for residential services? _____

Attach a separate sheet listing locations.
- j) Does the applicant own or lease the residences used for the residential care service? _____

- k) Indicate client/staff ratio: _____
- l) Describe the security measures the applicant has placed at each residence: _____

- m) How many employees or persons under contract* with the applicant named in Question 1 staff the residence after normal hours of operation? _____
- n) The agency must present proof of Comprehensive General Liability Insurance in a minimum amount of \$100,000/\$300,000.
- o) How does the applicant obtain the residents utilizing the applicant's services? _____

- p) Indicate the minimum number of monthly visits to the residence by the caseworker: _____
- q) What is the procedure utilized by the applicant to handle allegations of child abuse (sexual or other) in the residential facility? _____

16. Does the applicant provide counseling services? Yes No

- a) The applicant provides (check next to those that apply):
 - Out-patient services only
 - In-house patient services (bed and board facilities) only
 - Both out-patient and in-house patient services(Note: The policy does not cover liability arising out of clinics with in-house patient services.)

***NOTE: This policy does not provide coverage to Independent Contractors/Consultants unless required by the insurance carrier. The Agency is always protected for their acts while doing work for the Agency.**

Please complete the application on the next page

Renewal Application (continued)

16. (continued)

- b) Number of client out-patient visits in the last calendar year: _____
- c) Estimate number of client out-patient visits during this calendar year: _____
- d) What type of problems are treated by the applicant? _____
- e) Does the applicant have services specifically concerned with sexual response/dysfunction? Yes No
If yes, does the agency utilize any sexual surrogates and/or hands on therapy when delivering these services? Yes No
Please explain: _____

- f) Does the applicant perform any research activities? Yes No
If yes, give full particulars: _____

- g) Does the applicant maintain any facilities for detoxification of substance abuse? Yes No
If yes, give full particulars: _____

- h) If the applicant provides group therapy sessions, answer the following:
1) Average size of group: _____
2) Average number of times a week the group meets: _____
3) Indicate the classes for whom group therapy is used: _____

- i) Does the applicant provide hotline services? Yes No
If yes, answer the following:
1) What types of problems are handled by the hotline? _____

2) Do you use volunteers as hotline counselors? Yes No
3) If volunteers are used as counselors, outline the training they receive: _____

4) Hours of operation of the hotline: _____
5) Please provide us with the written protocol outlining the procedure for handling all calls.

17. Does the applicant provide resettlement services? Yes No
- a) Please provide a copy of all the services provided by your agency including such information as protocol used for an unaccompanied minor; policy regarding periodic evaluation of foster homes, group homes and residential care centers; procedures regarding the handling of alleged abuse of any kind.
- b) Does the agency accept responsibility for the local resettlement of clients of a national voluntary agency? Yes No
If yes, please provide us with the written agreement which describes the relationship between the agencies and the services provided.

Please complete the application on the next page

Renewal Application (continued)

REPRESENTATION SECTION

Any policy issued by the Company is based on the following Representations:

18. *After inquiry of each person named in Question 4:

**After inquiry" means the applicant has inquired of each person as to whether he/she has information pertinent to this question.

- a) Has any professional liability claim or suit ever been made against the applicant named in Question 1, its directors, officers or any person named in Question 4, their predecessors in business or against any past or present partner? Yes No

If yes, please give full particulars for each claim in order for your application to be considered: _____

- b) Are there any circumstances which the applicant named in Question 1, its directors, officers or any person named in Question 4 is aware of that may result in any claim or suit made against the applicant, its directors, officers or any person named in Question 4, their predecessors in business or against any past or present partner or employees? Yes No

If yes, please give full particulars in order for your application to be considered: _____

- c) Has the applicant named in Question 1 or person named in Question 4 ever had any insurance company or Lloyd's decline, cancel, refuse to renew or accept only on special terms any Professional Liability Insurance? Yes No

MISSOURI APPLICANTS DO NOT RESPOND

If yes, please give full particulars in order for your application to be considered: _____

- d) Has any person named in Question 4, ever been convicted of or charged with a crime (felony) in any state or country, the disposition of which was other than acquittal or dismissed? Yes No

If yes, please give full particulars in order for your application to be considered: _____

- e) Has any person named in Question 4, ever had any licensing board or professional ethics body ever require you to surrender your license or found you guilty of violation of ethics codes, professional misconduct, unprofessional conduct, incompetence or negligence in any state or country? Yes No

If yes, please give full particulars in order for your application to be considered: _____

- f) Are there any charges pending against any person named in Question 4, by any licensing board or professional ethics body for violation of ethics codes, professional misconduct, unprofessional conduct, incompetence or negligence in any state or country? Yes No

If yes, please give full particulars in order for your application to be considered: _____

Please complete the application on the next page

Renewal Application (continued)

18. (continued)

- g) Is any person named in Question 4, engaged in or ever been engaged in any sexual misconduct with any of your current or former patients or any current or former patient's spouse or any person with a direct relationship to the patient or former patient (for example a guardian, blood relative of the patient or spouse or any person sharing the patient's domicile)? Yes No

(Sexual misconduct means any actual or alleged erotic physical contact or attempt thereat or proposal thereof.)

If yes, please give full particulars in order for your application to be considered: _____

THE APPLICANT DECLARES THAT THE STATEMENTS SET FORTH HEREIN ARE TRUE. THE APPLICANT AGREES THE IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF INSURANCE, APPLICANT WILL IMMEDIATELY NOTIFY THE COMPANY OF SUCH CHANGES, AND THE COMPANY MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATION OR AGREEMENT TO BIND THIS INSURANCE.

SIGNING OF THIS APPLICATION DOES NOT BIND THE APPLICANT NOR THE COMPANY TO COMPLETE THE INSURANCE, BUT IT IS AGREED THAT THIS FORM SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BE ATTACHED TO AND BECOME PART OF THE POLICY.

NOTICE TO 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 ACT, WHICH IS A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

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

NOTICE TO COLORADO APPLICANTS: IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AUTHORITIES

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

NOTICE TO FLORIDA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY IN THE THIRD DEGREE.

NOTICE TO KENTUCKY APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

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

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

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

NOTICE TO NEW YORK APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

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

NOTICE TO OKLAHOMA APPLICANTS: WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY (365:15-1-10, 36 §3613.1).

NOTICE TO OREGON 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 ACT, WHICH MAY BE A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO PENNSYLVANIA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

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

NOTICE TO VERMONT 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 ACT, WHICH MAY BE A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

Signed _____

(Applicant)

Date _____

Title _____

(must be signed by authorized officer)

Organization _____

(Organization's Seal)

Attest _____

Producer _____

License Number _____

Address _____

This application does not bind the applicant nor the company to complete the insurance, but, it is agreed that this form shall be the basis of the contract should a policy be issued. Application must be signed, dated and fully completed to be considered for renewal.

Please mail to: American Professional Agency, Inc.

Program Administrator:

AMERICAN PROFESSIONAL AGENCY, INC.

95 Broadway, Amityville, NY 11701

(631) 691-6400 • (800) 421-6694

www.americanprofessional.com



AMERICAN INTERNATIONAL COMPANIES®

New Hampshire Insurance Company

70 Pine Street

New York, NY 10270

(herein called the "insurer", "company")

SOCIAL SERVICE AGENCY PROFESSIONAL LIABILITY SUPPLEMENTAL APPLICATION EMPLOYMENT PRACTICE DEFENSE COVERAGE

NAME OF APPLICANT: _____

I understand that this coverage provides only legal defense of any allegation covered by this form.

Check here

1) Total number of all employees on your payroll: _____

2) Is a non-discriminatory employment application always used?

yes no

3) Do you have an employee handbook and written policy that prohibits discrimination and sexual harassment including a complaint procedure?

yes no

4) Is the policy prominently displayed in the work place?

yes no

5) During the last five years has any claim(s) been brought against the applicant, its directors, officers, partners or employees for any wrongful employment related action?

yes no

If so please provide all details including copies of the allegation, summons and complaint, pertinent correspondence and outcome, if any, in order for your application to be considered.

6) Are you aware of any circumstance that might give rise to a claim under this coverage?

yes no

If so please provide full particulars in order for your application to be considered.

THE APPLICANT DECLARES THAT THE STATEMENTS SET FORTH HEREIN ARE TRUE. THE APPLICANT AGREES THAT IF THE INFORMATION SUPPLIED ON THIS SUPPLEMENTAL APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF INSURANCE, APPLICANT WILL IMMEDIATELY NOTIFY THE COMPANY OF SUCH CHANGES, AND THE COMPANY MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATION OF AGREEMENT TO BIND THE INSURANCE.

SIGNING OF THIS SUPPLEMENTAL APPLICATION DOES NOT BIND THE APPLICANT NOR THE COMPANY TO COMPLETE THE INSURANCE, BUT IT IS AGREED THAT THIS FORM SHALL BE THE BASIS OF THE CONTRACT SHOULD THE EPLI DEFENSE COVERAGE ENDORSEMENT BE ISSUED, AND IT WILL BE ATTACHED TO AND BECOME PART OF THE POLICY.

Date: _____

Signature: _____

Title: _____

ENDORSEMENT

This endorsement, effective **12:01a.m.** forms a part of policy No.
issued to _____ By _____

This endorsement modifies insurance under the following:

SOCIAL SERVICE AGENCY PROFESSIONAL LIABILITY POLICY

EXCLUSION-DESIGNATED ACTIVITIES

This endorsement amends Section VII of the policy by adding the following exclusion(s):

SCHEDULE

Description of Activities

- Job Placement
- Mentoring/Big Brother/Big Sisters
- Financial Planning and/or Investments
- Recreational Activities

With respect to any designated activities shown on the Schedule, this policy shall not apply to any loss resulting from the **Insureds** participation or provision of these activities.

All other terms, conditions and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE

70918 (6-98)

ENDORSEMENT

This endorsement, effective **12:01 a.m.** Forms a part of policy No.
issued to _____ By _____

This endorsement modifies insurance under the following:

SOCIAL SERVICE AGENCY PROFESSIONAL LIABILITY POLICY

INDEPENDENT CONTRACTOR ENDORSEMENT

This endorsement amends SECTION II - **WHO IS AN INSURED** to include the following:

Independent Contractors

An independent contractor is an **insured**, but only with respect to professional services performed for **your** Social Service Agency. Independent contractor shall include those psychiatrists who are performing professional services for **your** Social Service Agency, but only if a premium is shown in Item 6 of the Declarations.

All other terms, conditions and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE

This endorsement, effective
policy number
Issued to

forms a part of

**SOCIAL SERVICE AGENCY PROFESSIONAL LIABILITY POLICY
DATE RECOGNITION ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed that coverage under this policy does not apply to any claim alleging, arising out of, based upon, attributable to or involving, directly or indirectly, **in whole or in part** (including, without limitation, any actual or alleged inability or failure, in whole or in part, to render any services as a result of):

- (1) any computer, computer system or code (including but not limited to firmware, hardware, microprocessors, software, operating systems, networks, peripherals attached to or used in conjunction with any of the foregoing, or any other computerized or electronic equipment or components) ("Computer System"), of any organization (whether or not an insured):
 - (A) failing to accurately and properly read, process, perform mathematical calculations, store, sort, distinguish, recognize, accept or interpret prior to, during or after, the year 2000 any data containing date information;
 - (B) failing to accurately and properly read and process the fact that the year 2000 is a leap year;
 - (C) reading and processing so-called "magic dates" such as the date "9/9/99" or any other date field data used by an organization to signify information other than the date;
 - (D) failing to be compatible with any other organization's Computer System with respect to (A), (B) and (C) above.

(the foregoing individually or collectively being sometimes referred to as the "Year 2000 Problem");

- (2) any assessing, auditing, correcting, converting, renovating, rewriting, designing, evaluating, inspecting, installing, maintaining, repairing or replacing any Computer System with respect to a potential or actual Year 2000 Problem, or any failure to do any of the foregoing activities, or any disclosure, advice, consultation or supervision of any of the foregoing activities or any failure relating thereto.

All other terms, conditions and exclusions remain unchanged.

Authorized Representative

ENDORSEMENT

This endorsement, effective _____ at _____

forms part of _____

Policy no.: _____ issued to: _____

By: _____

ARKANSAS AMENDATORY ENDORSEMENT

Wherever used in this endorsement: 1) "Insurer" means the insurance company which issued this policy; and 2) "First Named Insured", and "Insured" mean the Named Corporation, Named Organization, Named Entity, Named Sponsor, Named Insured, or Insured stated in the declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

The following is added and supercedes any provision to the contrary:

A. CANCELLATION

If this policy has been in effect for more than sixty (60) days or is a renewal policy, the Insurer shall not cancel this policy unless such cancellation is based upon at least one (1) of the following reasons:

- (a) Nonpayment of premium;
- (b) Fraud or material misrepresentation made by or with the knowledge of the Insured or Other Insured(s) in obtaining the policy, continuing the policy or in presenting a claim under the policy;
- (c) The occurrence of material change in the risk which substantially increases any hazard insured against after policy issuance;
- (d) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against under the policy;
- (e) Nonpayment of membership dues in those cases where the by-laws, agreements or other legal instruments of the Insurer issuing the policy require payment thereof as a condition of the issuance and maintenance of the policy; or
- (f) A material violation of a material provision of the policy.

The Insurer may cancel this policy by mailing or delivering written notice stating the reason for cancellation to the First Named Insured and any lienholder or loss payee named in the policy at least:

- a. Ten (10) days before the effective date of cancellation if cancellation is due to nonpayment of premium.
- b. Twenty (20) days before the effective date of cancellation if cancellation is due to any other reason.

If cancellation is due to nonpayment of premium, notice should state the reason for cancellation.

B. NONRENEWAL

If the Insurer decides not to renew the policy, the Insurer shall mail written notice to the First Named Insured shown in the Declarations at least sixty (60) days before:

- (a) its expiration date; or
- (b) its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, the Insurer is not required to send this notice if nonrenewal is due to the Insured's failure to pay any premium required for renewal.

The Insurer will mail its notice to the First Named Insured's last known mailing address. If notice is mailed, proof of mailing will be sufficient proof of notice.

AUTHORIZED REPRESENTATIVE

SOCIAL SERVICE AGENCY PROFESSIONAL LIABILITY PROGRAM

This endorsement, effective _____ A.M. _____ forms a part of

Policy No _____ issued to _____

By: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

SOCIAL SERVICE AGENCY PROFESSIONAL LIABILITY POLICY - OCCURRENCE

The policy is hereby amended as follows:

SECTION VIII. CONDITIONS, paragraph **O. ARBITRATION**, is deleted in its entirety.

All other terms, conditions and exclusions remain unchanged.

Authorized Representative

SERFF Tracking Number: *AGNY-125842374* *State:* *Arkansas*
Filing Company: *New Hampshire Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *AIC-08-EO-19*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0019 Professional Errors & Omissions*
Product Name: *Social Service Agencies Professional Liability Program - 151640288*
Project Name/Number: *Social Service Agencies Professional Liability Program/AIC-08-EO-19*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: AGNY-125842374 State: Arkansas
Filing Company: New Hampshire Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: AIC-08-EO-19
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
Product Name: Social Service Agencies Professional Liability Program - 151640288
Project Name/Number: Social Service Agencies Professional Liability Program/AIC-08-EO-19

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document- Property & Casualty **Review Status:** Approved 10/07/2008

Comments:

Attachment:

10-03-08- AR PCTD-1.pdf

Satisfied -Name: Forms Listing **Review Status:** Approved 10/07/2008

Comments:

Attachment:

AR Form Listing - SS.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only 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
---	---

3. Group Name	Group NAIC #
American International Group, Inc.	012

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
New Hampshire Insurance Company	PA	23841	02-0172170	

5. Company Tracking Number	AIC-08-EO-19
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Janine Graham 175 Water Street, 17 th Floor New York, New York 10038	Filings Analyst	(212) 458-7463	(212) 458-7077	janine.graham@aig.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Janine Graham

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

9. Type of Insurance (TOI)	17.0000 Other Liability – Claims Made/Occurrence
10. Sub-Type of Insurance (Sub-TOI)	17.0019 Professional Errors & Omissions Liability
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Social Service Agencies Professional Liability Program
13. Filing Type	<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)
14. Effective Date(s) Requested	New: On Approval Renewal: On Approval
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	October 3, 2008
19. Status of filing in domicile	<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 #	AIC-08-EO-19
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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The purpose of this filing is to add New Hampshire Insurance Company (the “Company”) to American Home Assurance Company’s Social Service Agencies Professional Liability Program currently on file with your Department (filing no. AIC-98-PR-07).

For your information, we have attached copies of the forms in the Forms Schedule tab. The policy, application(s), and declaration page(s) have been revised to reflect the name of the Company and new numbers assigned to the forms. The fraud warnings, cancellation/non-renewal endorsements and other state amendatory endorsements have also been revised to comply with your state insurance laws and regulations. No other changes have been made to these previously approved forms.

No changes are being made to the rating methodology currently on file for this program under filing no. AIC-98-PR-07.

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]
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Check #: N/A
Amount: \$50.00

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.)

1.	This filing transmittal is part of Company Tracking #	AIC-08-EO-19
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	
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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
01	Social Service Agency Professional Liability Insurance Declarations Page	99744 (09/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Social Service Agency Professional Liability Policy Occurrence	99748 (09/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Application for Social Service Agency Professional Liability Policy	99747 (09/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Renewal Application for Social Service Agency Professional Liability Policy	99746 (09/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Supplemental Application Employment Practice Defense Coverage	99745 (09/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Exclusion - Designated Professional Services Endorsement	70919 (06/98)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Exclusion - Designated Activities Endorsement	70918 (06/98)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Independent Contractor Endorsement	70920 (06/98)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Date Recognition Endorsement	70923 (06/98)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Arkansas Cancellation /Nonrenewal Endorsement	52131 (11/03)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

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.)

1.	This filing transmittal is part of Company Tracking #	AIC-08-EO-19			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
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	Arkansas Amendatory Endorsement	73680 (02/99)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13			<input 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		

PC FFS-1

Forms Listing
Social Service Agencies Professional Liability Program

	Form Title	Form No.	Form Type	New or Replacement	Form No. Being Replaced	Mandatory or Optional	Restricts, Broadens or Clarifies	Rate or Premium Impact	Description of Form
1	SOCIAL SERVICE AGENCY PROFESSIONAL LIABILITY INSURANCE DECLARATIONS PAGE	99744 (09/08)	Declaration	New		Mandatory	N/A	No	
2	SOCIAL SERVICE AGENCY PROFESSIONAL LIABILITY POLICY OCCURRENCE	99748 (09/08)	Policy	New		Mandatory	N/A	No	Provides Professional Liability coverage for errors and omissions occurring as a result of the treatment or services the insured provides.
3	APPLICATION FOR SOCIAL SERVICE AGENCY PROFESSIONAL LIABILITY POLICY	99747 (09/08)	Application	New		Mandatory	N/A	No	
4	RENEWAL APPLICATION FOR SOCIAL SERVICE AGENCY PROFESSIONAL LIABILITY POLICY	99746 (09/08)	Application	New		Mandatory	N/A	No	
5	SUPPLEMENTAL APPLICATION EMPLOYMENT PRACTICE DEFENSE COVERAGE	99745 (09/08)	Application	New		Mandatory	N/A	No	
6	EXCLUSION - DESIGNATED PROFESSIONAL SERVICES ENDORSEMENT	70919 (06/98)	Endorsement	New		Optional	Restricts	No	Reflects four (4) activities performed by Social Service agencies that are not eligible to the program.
7	EXCLUSION - DESIGNATED ACTIVITIES ENDORSEMENT	70918 (06/98)	Endorsement	New		Mandatory	Restricts	No	Excludes from coverage (when necessary) all professionals other than those contemplated
8	INDEPENDENT CONTRACTOR ENDORSEMENT	70920 (06/98)	Endorsement	New		Optional	Broadens	No	Used to afford professional liability to independent contractors strictly for their professional services performed for the insured
9	DATE RECOGNITION ENDORSEMENT (UNDERWRITER WANTS THIS REMOVED, Y2K DOES NOT PERTAIN ANY LONGER)	70923 (06/98)	Endorsement	New		Mandatory	Restricts	No	Excludes any form of coverage from the professional policy which the result of a claim resulting from an insured's computer system failure to recognize the year 2000

Forms Listing
Social Service Agencies Professional Liability Program

	Form Title	Form No.	Form Type	New or Replacement	Form No. Being Replaced	Mandatory or Optional	Restricts, Broadens or Clarifies	Rate or Premium Impact	Description of Form
10	ARKANSAS CANCELLATION/NONRENEWAL ENDORSEMENT	52131 (11/03)	Endorsement	New		Mandatory	Clarifies	No	Clarifies coverage per state guidelines
11	ARKANSAS AMENDATORY ENDORSEMENT	73680 (02/99)	Endorsement	New		Mandatory	Clarifies	No	Clarifies coverage per state guidelines

A = Application
D = Declarations
E = Endorsement
P = Policy
O = Other (Please explain)