

SERFF Tracking Number: REGU-125794369 State: Arkansas  
Filing Company: The North River Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: TNR-MEO-08  
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability  
Product Name: Miscellaneous Professional Liability  
Project Name/Number: /

## Filing at a Glance

Company: The North River Insurance Company

Product Name: Miscellaneous Professional Liability SERFF Tr Num: REGU-125794369 State: Arkansas

TOI: 17.1 Other Liability - Claims Made Only SERFF Status: Closed State Tr Num: EFT \$50  
Sub-TOI: 17.1019 Professional Errors & Omissions Liability Co Tr Num: TNR-MEO-08 State Status: Fees verified and received  
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding  
Author: Jeremy Battles Disposition Date: 09/09/2008  
Date Submitted: 08/28/2008 Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date Requested (Renewal): On Approval

State Filing Description:

## General Information

Project Name:  
Project Number:

Status of Filing in Domicile: Pending  
Domicile Status Comments: Filing has been submitted, but is pending in The North River Insurance Company's state of domicile (NJ).  
Reference Number: N/A  
Advisory Org. Circular: N/A

Reference Organization: N/A

Reference Title: N/A

Filing Status Changed: 09/09/2008

State Status Changed: 08/29/2008

Corresponding Filing Tracking Number:

Filing Description:

Deemer Date:

The North River Insurance Company (TNR) is submitting independent forms for use its new Miscellaneous Professional Liability Program. The corresponding rates and rules have been submitted separately, as required by your state.

This new Miscellaneous Professional Liability program provides coverage against negligent acts, errors and omissions



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*Fee Explanation:*              *Forms Filing*  
*Per Company:*              *No*

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The North River Insurance Company	\$50.00	08/28/2008	22180355

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	09/09/2008	09/09/2008

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Edith Roberts	08/29/2008	08/29/2008	Jeremy Battles	09/04/2008	09/04/2008

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## Disposition

Disposition Date: 09/09/2008

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	Filing Authorization Letter, • Memorandum Regarding Cancellation	Approved	Yes
Form	Miscellaneous Professional Liability - Platinum Management Protection	Approved	Yes
Form	Signature Page - The North River Insurance Company	Approved	Yes
Form	New Business Application	Approved	Yes
Form	Renewal Application	Approved	Yes
Form	Claims Questionnaire	Approved	Yes
Form	Mortgage Broker Supplemental Application	Approved	Yes
Form	Travel Agents Supplemental Application	Approved	Yes
Form	Employment Agency/Temporary Help Supplemental Application	Approved	Yes
Form	Claim Adjuster/Examiner Supplemental Application	Approved	Yes
Form	Real Estate Related Classes Supplemental Application	Approved	Yes
Form	Third Party Administrator And Benefit Plan Consultants Supplemental Application	Approved	Yes
Form	Collection Agent Supplemental Application	Approved	Yes
Form	Insurance Agents And Brokers Supplemental Application	Approved	Yes
Form	Management Consultant Supplemental Application	Approved	Yes
Form	Insurance Agents And Brokers Endorsement	Approved	Yes
Form	Mortgage Broker Endorsement	Approved	Yes
Form	Sub-Prime Loan Lending Exclusion	Approved	Yes
Form	Travel Agent/Abstract/ Escrow Agents Endorsement	Approved	Yes

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<b>Form</b>	Contingent Bodily Injury And Property Damage Extension	Approved	Yes
<b>Form</b>	Contingent Bodily Injury Extension	Approved	Yes
<b>Form</b>	Home Inspector Endorsement	Approved	Yes
<b>Form</b>	Property Manager Endorsement	Approved	Yes
<b>Form</b>	Arkansas Amendatory Endorsement	Approved	Yes

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## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 08/29/2008  
Submitted Date 08/29/2008  
Respond By Date  
Dear Jeremy Battles,

This will acknowledge receipt of the captioned filing.

This coverage is written with defense expenses payable within the limit of liability and can only be approved for risks with \$1,000,000 limits or greater. Please confirm and file a companion rule to that effect. This is pursuant to AR Code Anno 23-79-307 (5) and AID Order 2007-046.

Also, with reference to page 3 of Form MEO 100 (08/08), provision D., this provision must be deleted in it's entirety and amended to comply with AR Code Anno 23-79-306 (1-6). Also, Arkansas does not allow that the insurer withhold either the basic or optional extended reporting periods for cancellation/termination due to non-payment of premium, or if deductibles, retentions or excess payments over the limit of liability reimbursements are owed. Also, if payment is received to purchase the optional extended reporting period, that payment must be applied to place the optional extended reporting period coverage into effect, rather than first applied to any monies owed on the terminating policy.

Please refer to the Pollutants definition on page 5. Please amend the definition, so as not to be applicable to bodily injury or property damage caused by heat, smoke, vapors or fumes from a hostile fire. A hostile fire shall mean one which becomes uncontrollable or breaks out from where it was intended to be.

Please feel free to contact me if you have questions.

Sincerely,  
Edith Roberts

## Response Letter

Response Letter Status Submitted to State



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Dear Edith Roberts,

**Comments:**

**Response 1**

Comments: Dear Ms. Roberts:

This submission is in response to your August 29th objection letter. Based on the review of your objections, we have the following responses:

1. A companion rate/rule filing is pending with your state under SERFF Tracking # REGU-125799624. This filing includes an Arkansas exception page that confirms that policies will be issued only for risks with \$1,000,000 limits or greater.
2. We have developed a form MEO-AMEND-AR (08/08) – Arkansas Amendatory Endorsement which brings the policy in to compliance with AR Code Anno 23-79-306 (1-6).

Should you need any additional information or have any questions, please do not hesitate to contact me at the numbers or e-mail address listed below.

Sincerely,

Jeremy W. Battles - Manager  
 Insurance Regulatory Consultants, LLC  
 (212) 571-3884 (phone); (212) 571-2502 (fax)  
 jeremybattles@ircllc.com (e-mail)

**Changed Items:**

No Supporting Documents changed.

**Form Schedule Item Changes**

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Arkansas Amendatory Endorsement	MEO-AMEND-	08/08	Endorsement/Amendment/Conditions	New			MEO-AMEND-

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AR      AR 9-4-  
(08/08)      08.pdf

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**No Rate/Rule Schedule items changed.**

Sincerely,  
Jeremy Battles

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Approved	Miscellaneous Professional Liability - Platinum Management Protection	MEO 100 (08/08)	08/08	Policy/Coverage Form	New		0.00	MEO 100 - MPL POLICY.pdf
Approved	Signature Page - The North River Insurance Company	FM 206.0.12 09 07	09 07	Other	New		0.00	TNR Signature Page.pdf
Approved	New Business Application	MEO 101 (08/08)	08/08	Application/ Binder/Enrollment	New		0.00	MEO 101 - MPL NEW BIZ.pdf
Approved	Renewal Application	MEO 102 (08/08)	08/08	Application/ Binder/Enrollment	New		0.00	MEO 102 - MPL RENL APPL.pdf
Approved	Claims Questionnaire	MEO 103 (08/08)	08/08	Other	New		0.00	MEO 103 - MPL CLAIMS SUPPL.pdf
Approved	Mortgage Broker Supplemental Application	MEO 104 (08/08)	08/08	Election/Rejection/Supplemental Application	New		0.00	MEO 104 - MPL MORTG SUPPL.pdf
Approved	Travel Agents Supplemental Application	MEO 105 (08/08)	08/08	Election/Rejection/Supplemental Application	New		0.00	MEO 105 - TRAVEL AGENTS SUPP APP.pdf
Approved	Employment Agency/Temporary	MEO 106 (08/08)	08/08	Election/Rejection/Supplemental	New		0.00	MEO 106 - MPL SUPPL

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Approval	Description	MEO	Date	Action	Amount	Attachment
	y Help Supplemental Application			plemental Applications		EMPLMT AGTS.pdf
Approved	Claim Adjuster/Examiner Supplemental Application	MEO 107	08/08	Election/Re New jection/Supplemental Applications	0.00	MEO 107 - MPL SUPPL CLAIMS ADJ.pdf
Approved	Real Estate Related Classes Supplemental Application	MEO 108	08/08	Election/Re New jection/Supplemental Applications	0.00	MEO 108 - MPL SUPPL REAL ESTATE.pdf
Approved	Third Party Administrator And Benefit Plan Consultants Supplemental Application	MEO 109	08/08	Election/Re New jection/Supplemental Applications	0.00	MEO 109 - MPL SUPPL TPA.pdf
Approved	Collection Agent Supplemental Application	MEO 110	08/08	Election/Re New jection/Supplemental Applications	0.00	MEO 110 - MPL SUPPL COLLECTION AGENT.pdf
Approved	Insurance Agents And Brokers Supplemental Application	MEO 111	08/08	Election/Re New jection/Supplemental Applications	0.00	MEO 111 - MPL INS AGTS SUPPL.pdf
Approved	Management Consultant Supplemental Application	MEO 112	08/08	Election/Re New jection/Supplemental Applications	0.00	MEO 112 - MPL MGMT CONS SUPPL.pdf
Approved	Insurance Agents And Brokers Endorsement	MEO-E-113	08/08	Endorsement/New Amendment/Conditions	0.00	MEO-E-113 - MPL ENDT- INS

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Approval	Product	Policy	Effective Date	Description	Amount	Attachment
Approved	Mortgage Broker Endorsement	MEO-E-114 (08/08)	08/08	Endorsement/Amendment/Conditions	0.00	AGTS.pdf MEO-E-114 - MPL ENDT-MORTG BROKER.pdf
Approved	Sub-Prime Loan Lending Exclusion	MEO-E-115 (08/08)	08/08	Endorsement/Amendment/Conditions	0.00	MEO-E-115 - MPL ENDT-SUB PRIME.pdf
Approved	Travel Agent/Abstract/ Escrow Agents Endorsement	MEO-E-116 (08/08)	08/08	Endorsement/Amendment/Conditions	0.00	MEO-E-116 - MPL ENDT-TITLE-ABSTR-ESCROW.pdf
Approved	Contingent Bodily Injury And Property Damage Extension	MEO-E-117 (08/08)	08/08	Endorsement/Amendment/Conditions	0.00	MEO-E-117 - MPL ENDT-CONTINGENT BI-PD.pdf
Approved	Contingent Bodily Injury Extension	MEO-E-118 (08/08)	08/08	Endorsement/Amendment/Conditions	0.00	MEO-E-118 - MPL ENDT-CONTINGENT BI ONLY.pdf
Approved	Home Inspector Endorsement	MEO-E-119 (08/08)	08/08	Endorsement/Amendment/Conditions	0.00	MEO-E-119 - MPL ENDT-HOME INSP.pdf
Approved	Property Manager	MEO-E-120	08/08	Endorsement/Amendment	0.00	MEO-E-120 - MPL

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	Endorsement	(08/08)		ent/Condi ons	ENDT- PROP MGRS.pdf
Approved	Arkansas Amendatory Endorsement	MEO- AMEND- AR (08/08)	08/08	Endorseme New nt/Amendm ent/Condi ons	MEO- AMEND-AR 9-4-08.pdf



Policy Number:

305 Madison Avenue Morristown, NJ 07962

North River Insurance Company  
 \_\_\_\_\_

**MISCELLANEOUS PROFESSIONAL LIABILITY  
PLATINUM MANAGEMENT PROTECTION**

NOTICE: THIS IS A CLAIMS MADE AND REPORTED POLICY. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY PROVIDES COVERAGE FOR *CLAIMS* FIRST MADE AGAINST THE *INSUREDS* AND REPORTED TO THE *INSURER* DURING THE *POLICY PERIOD*. *DEFENSE EXPENSES* ARE INCLUDED WITHIN THE LIMIT OF LIABILITY AND REDUCE THE LIMIT OF LIABILITY. PLEASE READ CAREFULLY. WORDS AND PHRASES WHICH ARE PRINTED IN **BOLD ITALIC TYPEFACE** HAVE SPECIFIC MEANING AND ARE DEFINED IN SECTION IV. OF THE POLICY.

Item 1.	<b>Named Insured &amp; Street Address:</b>
Item 2.	<b>Policy Period:</b> From _____ (Effective) To _____ (Expiration) (12:01 a.m. local time at the address shown in Item 1)
Item 3.	<b>Limit of Liability:</b>  \$ _____ each <i>Claim</i> and in the <i>Policy Aggregate</i> inclusive of <i>Defense Expenses</i>
Item 4.	<b>Deductible:</b>  \$ _____ each claim inclusive of <i>Defense Expenses</i>
Item 5.	<b>Premium:</b> \$ _____
Item 6.	<b>Professional Services:</b>
Item 7.	<b>Prior Acts Date:</b>
Item 8.	<b>Extended Reporting Period:</b> (a) _____ Months (b) Additional Premium: _____ % of the annual premium
Item 9.	The following endorsements, if any, are made a part of this policy at issuance:

These Declarations, the application, and the policy with endorsements attached thereto, constitute the entire agreement between the *Insurer* and the *Insured*.

Countersigned (if required by law): \_\_\_\_\_ Date: \_\_\_\_\_

## MISCELLANEOUS PROFESSIONAL LIABILITY

In consideration of the payment of premium, the undertaking of the *Insured* to pay the Deductible herein, and in reliance upon the application (attached hereto) and all the information provided to the *Insurer*, and subject to the Declarations, definitions, terms, conditions, limitations, representations, exclusions and endorsements herein and/or attached hereto, the *Insurer* and the *Insured* agree as follows:

### I. INSURING AGREEMENT

#### A. Coverage

Subject to the Limit of Liability stated in Item 3. of the Declarations, the *Insurer* shall pay on behalf of the *Insured* all *Damages* and *Defense Expenses* in excess of the Deductible as stated in Item 4. of the Declarations that the *Insured* becomes legally obligated to pay as a result of a *Claim* first made against the *Insured* and reported in writing to the *Insurer* during the *Policy Period* or during the Extended Reporting Period, if purchased, by reason of a *Wrongful Act* in the performance of *Professional Services* by the *Insured* or by someone for whom the *Insured* is legally responsible, provided that such *Wrongful Act* was committed in whole or, or subsequent to, the *Prior Acts Date* specified in Item 7. of the Declarations.

#### B. Defense

Subject to the terms, conditions and exclusions appearing in other Sections of this policy, the *Insurer* has the right and duty to defend any covered *Claim* including, but not limited to, the appointment of legal counsel, even if any of the allegations of the *Claim* are groundless, false or fraudulent.

### II. LIMITS OF LIABILITY AND DEDUCTIBLE

#### A. Limit of Liability

1. The *Insurer's* Limit of Liability for *Damages* and *Defense Expenses* combined, for all *Claims* first made and reported to the *Insurer* during the *Policy Period*, including the Extended Reporting Period, if purchased, shall not exceed the amount shown in Item 3. of the Declarations.
2. *Defense Expenses* are included within, and shall reduce, the Limit of Liability available to pay *Damages*.
3. The Limit of Liability shall apply excess of the Deductible amount.
4. The Limit of Liability available for *Claims* first made against the *Insured* and reported to the *Insurer* during the Extended Reporting Period, if purchased, shall be part of, and not in addition to, the Limit of Liability stated in Item 3 of the Declarations. The Extended Reporting Period, if purchased, shall not provide a new, additional or renewed Limit of Liability.
5. If the *Insurer* has exhausted the applicable Limit of Liability by payment of *Damages* and/or *Defense Expenses* or by tendering the remaining Limit of Liability into court, it shall have no further duties to the *Insured* under this policy.

#### B. Deductible

The *Insurer* shall only be liable for amounts payable under this policy for *Damages* or *Defense Expenses* which are in excess of the Deductible amount shown in Item 4 in the Declarations. This Deductible amount shall apply separately to each and every *Claim* and shall be borne by the *Insured* and shall remain uninsured. The Deductible amount applies to the payment of *Damages* and *Defense Expenses*. In the event of multiple *Claims* that are deemed a single *Claim* pursuant to Section II.C., below, a single Deductible amount will apply.

#### C. Multiple Insureds, Claims and Claimants

The Limit of Liability shown in Item 3. of the Declarations shall be the *Insurer's* maximum liability for all *Damages* and *Defense Expenses* combined, regardless of the number of *Claims*, *Insureds*, claimants or allegations. All *Claims* arising from the same *Wrongful Acts* and all *Claims* arising from *Related Wrongful Acts* shall be deemed one *Claim* and such *Claim* shall be deemed to have been first made on the earliest date that any of such *Claims* was first made.

### III. EXTENSIONS OF COVERAGE

#### A. Estates, Heirs, Bankruptcy Extension

In the event of the death or incapacity of the *Insured*, or the bankruptcy of the *Insured*, any *Claim* made against any heir, executor, administrator, assignee or legal representative of the *Insured* or against any trustee in bankruptcy of the *Insured*, which is based upon any real or alleged *Wrongful Act* of such *Insured*, shall be deemed to be a *Claim* made against such *Insured* for the purposes of this policy. Bankruptcy or insolvency of the *Insured* or of the *Insured's* estate will not relieve the *Insurer* of any of its obligations hereunder.

#### B. Spousal And Domestic Partner Extension

If a *Claim* is made against the lawful spouse or lawful domestic partner of an *Insured* which includes a *Claim* for a *Wrongful Act* made against an *Insured*, then such *Claim* shall be deemed a *Claim* made against such *Insured*, provided his or her lawful spouse or lawful domestic partner is represented by the same legal counsel and that such *Claim* is made solely by reason of such lawful spouse's or lawful domestic partner's status as such. This extension, however, shall not apply to any *Claim* alleging any *Wrongful Act* committed or alleged to have been committed by the lawful spouse or lawful domestic partner of an *Insured*.

#### C. Personal Injury Extension

Subject to all other terms, conditions and exclusions, this policy covers *Damages* and *Defense Expenses* the *Insured* becomes legally obligated to pay resulting from *Claims* arising out of *Personal Injury*.

#### D. Extended Reporting Period

Upon the expiration or cancellation of this policy for reasons other than the nonpayment of premium due hereunder, the *Insured* shall have the right, upon payment of the additional premium stated in Item 8.(b) of the Declarations and solely for the length of time stated in Item 8.(a) of the Declarations commencing on the effective date of non renewal or cancellation, to report *Claims* pursuant to Section VI.A. of General Conditions, Notice of *Claim* or Circumstance. Coverage under such extension of time to report a *Claim* (hereinafter referred to as the "Extended Reporting Period") shall apply solely to *Wrongful Acts* committed, attempted or allegedly committed or attempted, in whole, prior to the effective date of nonrenewal or cancellation, whichever occurs first, and which are not otherwise excluded by any terms, conditions or exclusions of this policy.

As a condition precedent to the right to purchase the Extended Reporting Period, the total premium for this policy must have been paid. If the Extended Reporting Period is requested by the *Insured*, the additional premium stated in Item 8.(b) shall be fully earned, and the Extended Reporting Period cannot be canceled by the *Insureds* or the *Insurer*. This right to purchase the Extended Reporting Period shall lapse unless written notice of such election, together with payment of the additional premium due, is received by the *Insurer* no later than thirty days following the effective date of cancellation or nonrenewal, whichever occurs first.

#### E. Deductible Credit for Mediation

The *Insurer* will reduce the Deductible amount stated in Item 4. of the Declarations by 50% in respect of any *Claim* which is resolved in its entirety by mediation prior to the filing of a lawsuit.

### IV. DEFINITIONS

*Claim* means:

- (a) a written demand or civil proceeding,
- (b) service of suit, or
- (c) institution of arbitration proceedings

seeking *Damages* arising from a *Wrongful Act* by the *Insured* in the performance of or failure to perform *Professional Services*.

**Damages** means any monetary judgment (including pre- and post- judgment interest awarded against the **Insured**), monetary award or monetary settlement negotiated with the **Insurer's** written consent. If the **Insurer** makes an offer to pay the applicable Limit of Liability, it will not pay any prejudgment interest based on the period of time after such offer is made.

**Damages** shall not include:

- (a) Any restitution, disgorgement, unjust enrichment or illegal profits by an **Insured**;
- (b) return or offset of fees, charges, premiums or commissions for goods or services provided or contracted to be provided by an **Insured**;
- (c) punitive or exemplary damages, awards or judgments or any amounts which are a multiple of compensatory damages, awards or judgments, except to the extent insurance for such damages, awards or judgments is permitted by law and is not otherwise excluded by the provisions of this policy. For the purposes of determining whether such damages are insurable, the law of the state of incorporation or principal place of business of the **Insured** or the **Insurer**, the state where the **Wrongful Act** took place, or the state where the damages are awarded or imposed, whichever is most favorable to the **Insured**, shall control any dispute between the **Insured** and the **Insurer**;
- (d) civil fines, fines, taxes or loss of taxes, sanctions or penalties;
- (e) discounts, coupons, prizes, awards or other incentives offered to past, present or future customers of the **Insured**;
- (f) any amounts for which the **Insured** is not legally liable or for which there is no legal recourse against the **Insured**;
- (g) subject to (c), above, amounts deemed uninsurable under the law pursuant to which this policy shall be construed;
- (h) amounts paid to comply with any injunctive order or other non-monetary or declaratory relief or award, including amounts ordered to be paid to comply with specific performance or any agreement to provide such relief.

**Defense Expenses** mean reasonable and necessary fees charged by attorneys designated or approved by the **Insurer** and all other reasonable and necessary fees, costs and expenses resulting from the adjustment, negotiation, arbitration, mediation, defense or appeal of a **Claim**, including premiums on appeal, attachment or similar bonds; provided, however, that this provision does not obligate the **Insurer** to apply for or furnish any such bond. **Defense Expenses** do not include salaries, charges, wages, loss of wages or expenses of any partner, principal, director, officer, member or employee of the **Insured** or the **Insurer**. The determination of the reasonableness of **Defense Expenses** shall be made by the **Insurer** and shall be conclusive.

**Insured** means the **Named Insured** and:

- (a) any **Subsidiary**, but only with respect to **Wrongful Acts** committed while it is a **Subsidiary**;
- (b) any (i) present, former or future principal, partner, director, officer, member or employee of the **Named Insured** or of a **Subsidiary** thereof, and (ii) general or managing partner or principal of the **Named Insured** or of a **Subsidiary**, if the entity shown in Item 1. of the Declarations, or a **Subsidiary**, is a partnership, limited liability partnership or limited liability company,  
but only with respect to **Professional Services** performed within the scope of their duties on behalf of the **Named Insured** or on behalf of a **Subsidiary**;
- (c) the estate, heirs, executors, administrators, assigns and legal representatives of the **Named Insured** or of a **Subsidiary** or of a person within the meaning of (b) and (c) above, but only in the event of such entity's or person's death, incapacity, insolvency or bankruptcy, and only to the extent that such person or entity would otherwise have been provided coverage under this policy.

**Insurer** means the insurance company named in the Declarations.

**Named Insured** means the entity(ies), individual, partnership or corporation stated in Item 1. of the Declarations.

**New Professional Services** means all **Professional Services** not listed in Item 6. of the Declarations for which coverage has not been granted at the effective date of this policy.

**Personal Injury** means false arrest, detention or imprisonment; malicious prosecution; the publication or utterance of a libel or slander or other defamatory or disparaging statement or disparaging material, or a publication or utterance in violation of a person's right of privacy; the wrongful eviction of a person from a residence; wrongful entry into, or invasion of the right of private occupancy.

**Policy Period** means the length of time between the effective and expiration dates shown in Item 2. of the Declarations.

**Policy Aggregate** means the amount identified in Item 3. of the Declarations and represents the maximum amount of the **Insurer's** liability for all **Claims**, all **Damages** and all **Defense Expenses** combined under this policy, inclusive of the Extended Reported Period, if purchased.

**Prior Acts Date** means the date shown in Item 7. of the Declarations.

**Professional Services** means those services stated in Item 6. of the Declarations when performed by the **Insured** in the ordinary conduct of the **Insured's** profession for or on behalf of a customer or client for a fee and for which the **Insured** is legally liable.

**Pollutants** mean any solid, liquid, gaseous or thermal irritant, contaminant or toxin including, but not limited to, smoke, fumes, vapor, soot, acids, alkalis, silica, metals, chemicals, lead, lead compounds or materials containing lead, radon, asbestos, mold, odors, noise, oil or oil products, any electric or magnetic or electromagnetic field of any frequency, and any compounds or materials or waste that contains any of the foregoing properties, characteristics or like substances. Waste also includes, but is not limited to, materials to be reclaimed, reconditioned or recycled.

**Related Wrongful Acts** means any **Wrongful Acts** that have as a common nexus any fact, circumstance, situation, transaction, event or cause or series of causally connected facts, circumstances, situations, transactions, events or causes.

**Subsidiary** means, subject to paragraph E. of Section VI., General Conditions, any corporation, partnership, or limited liability partnership or limited liability company of which the **Named Insured** directly or indirectly owns more than 50%, and only while it owns more than 50%, of the issued and outstanding voting securities or interests representing the right to select a majority of such entity's directors.

**Wrongful Act** means any actual or alleged breach of duty, negligent act, error, omission, misstatement, misleading statement or **Personal injury** by or on behalf of the **Insured** solely in the performance of, or failure to perform, **Professional Services**.

## V. EXCLUSIONS

This policy does not apply to any **Claim** based upon or arising out of:

1. a dishonest, intentional, fraudulent, criminal or malicious act or omission or any intentional or knowing violation of law by any **Insured**. However, the **Insurer** will provide the **Insured** with a defense of such **Claim** and pay **Defense Expenses** for any such **Claim** until there is a judgment, final adjudication or adverse admission by an **Insured** or a finding of fact against an **Insured** as to such conduct, at which time the **Insured** shall reimburse the **Insurer** for **Defense Expenses** incurred prior thereto. This policy also shall not cover any **Damages** involving facts with respect to which any **Insured** pleads guilty or no contest ("nolo contendere") or has entered into a deferred prosecution agreement, and the **Insured** shall reimburse the **Insurer** for any **Defense Costs** that are incurred prior to the time of such guilty plea, nolo contendere or deferred prosecution agreement. In providing a defense to an **Insured**, the **Insurer** will not waive any of its rights under this policy, nor shall it be estopped from asserting such rights;
2. (a) physical injury, sickness, disease or the death of any person including mental anguish or emotional distress resulting therefrom, or  
(b) physical injury to, or destruction of any tangible property, including any resulting loss of use thereof;
3. (a) the actual or alleged or threatened emission, discharge, dispersal, seepage, release or escape of **Pollutants**; or  
(b) any injury, damage, payment, costs or expense incurred as a result of testing for, monitoring, removal, containment, treatment, detoxification, neutralization or cleanup of **Pollutants**; or

- (c) any nuclear reaction, nuclear radiation, radioactive contamination, radioactive substance or the hazardous properties of nuclear material;
4. any actual or alleged violation of:
- (a) the Employee Retirement Income Security Act of 1974;
  - (b) the Securities Act of 1933 and the Securities Exchange Act of 1934;
  - (c) any state Blue Sky or securities laws;
  - (d) any state Workers' Compensation law or act;
  - (e) the Racketeer Influenced and Corrupt Organizations Act;
  - (f) the Interstate Commerce Act, the Sherman Anti-Trust Act, the Clayton Act, the Robinson Patman Act, the Cellar-Kefauver Act, the Competition Act, and the Federal Trade Commission Act; and any similar federal, state or local law, rule or regulation concerning restraint of trade, price fixing, conspiracy, unfair competition or anti-trust activities or anti competitive conduct;
  - (g) the Fair Labor Standards Act, the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act, the Occupational Safety and Health Act and any social security act or law and any and all other similar provisions of any state, federal or local common or statutory law involving payroll practices, wage and hour policies and practices or payment of wages, overtime or vacation pay, or
  - (h) any rules, regulations or amendments pertaining to or arising in connection with the Acts and laws identified in (a) through (g) above, or any similar federal, state or local law, rule or regulation, including any *Claim* based upon common law principles of liability
5. any actual or alleged (a) false, deceptive or unfair trade practice, violation of consumer protection laws or false, deceptive or misleading trade practices (b) infringement or misappropriation of any intellectual property right, including but not limited to, any actual or alleged infringement of service mark, title, patent, design, copyright, trademark, trade dress or misappropriation of trade secret(s), or plagiarism, piracy or misappropriation of ideas.
6. employment, hiring or workplace practices or acts including but not limited to, employer-employee relations, workplace or sexual harassment, or any actual or alleged discrimination of any kind, including but not limited to discrimination based on race, skin color, creed, religion, ethnic background, national origin, age, physical or mental handicap, disability, sex, sexual orientation, disability, pregnancy, political affiliation or any other protected class, whether such *Claim* is brought by an employee, applicant for employment, independent contractor, vendor or customer of the *Insured*;
7. liability of others assumed by an *Insured* under any contract or agreement, unless such liability would have attached to the *Insured* even in the absence of such contract or agreement;
8. actual or alleged *Wrongful Acts* asserted (a) by or on behalf of one or more *Insureds* against any other *Insured*; (b) by or on behalf of an enterprise that is owned, managed or operated directly or indirectly in whole or in part by an *Insured*; or (c) by or on behalf of any independent contractor supplying materials or services to the *Insured*;
9. *Professional Services* performed or which should have been performed for any person or entity, if at the time of any *Wrongful Act* giving rise to such *Claim*:
- (a) any *Insured* controlled, owned, operated or managed such person or entity; or
  - (b) any *Insured* was an owner, partner, member, director, officer or employee of such person or entity;
10. an *Insured's* actual or alleged breach of (a) any express warranty, guarantee or contract; or (b) any agreement to refund fees or other compensation, repurchase goods or materials, or indemnify any person or entity;
11. an *Insured's* (a) delay in delivery or performance, or failure to deliver or perform, within an agreed period of time; (b) dispute with a client or customer regarding fees, charges, over-charges or cost over-runs; (c) dispute with a client or customer regarding fee collection actions; or (d) costs to correct or re-perform *Professional Services*;
12. the gaining of any personal profit or advantage to which any *Insured* is not legally entitled;
13. *Professional Services* performed, or which should have been performed, in whole or in part, on or prior to the *Prior Acts Date* stated in Item 7. of the Declarations;

14. **Wrongful Acts or Related Wrongful Acts** which have been the subject of any notice given under any prior policy of which this policy is a renewal or replacement, or which this policy may succeed in time;
15. any facts or circumstances of which any **Insured** had knowledge as of the effective date of this policy and which a reasonable person would suppose might give rise to a **Claim** that might fall within the scope of the coverage provided under this policy;
16. **Professional Services** performed by a **Subsidiary, in whole or in part**, prior to it becoming a **Subsidiary** or after such entity ceased to be a **Subsidiary**;
17. (a) any misuse or unauthorized use or disclosure of confidential or proprietary data or of personally identifiable information; or  
(b) any actual or alleged failure to inform customers or clients of any security breach which has impacted or may impact the confidential, proprietary or personally identifiable information of a customer or client;
18. (a) any prior or pending litigation or administrative or regulatory proceeding, demand letter, or formal or informal government investigation or inquiry filed or pending prior to the effective date of the first policy issued by the **Insurer** to the **Named Insured** of which this policy is an uninterrupted successor or renewal; or  
(b) any fact, circumstance, situation, transaction or event underlying or alleged in such litigation or administrative or regulatory proceeding, demand letter, or formal or informal governmental investigation or inquiry; or  
(c) any notice of circumstances or **Claim** that has been given to any insurer under any other policy or disclosed in any insurance application.

## VI. GENERAL CONDITIONS

### A. Notice of **Claim** or Circumstance

1. The **Insureds** shall, as a condition precedent to the obligations of the **Insurer** under this policy, give written notice of a **Claim** as soon as practicable, but in no event later than thirty days after the expiration of the **Policy Period**. In the event a **Claim** is made during the Extended Reporting Period, if purchased, the **Insureds** shall, as a condition precedent to the obligations of the **Insurer** under this policy, give written notice of such **Claim** as soon as practicable, but in no event later than the expiration of the Extended Reporting Period.

2. If during the **Policy Period** or the Extended Reporting Period, if purchased, the **Insured** becomes aware of any facts or Circumstances that may reasonably be expected to give rise to a **Claim**, and written notice is given to the **Insurer** in accordance with paragraphs 1. and 3. of this Section A. of such facts or circumstances, as well as the reasons for anticipating such a **Claim**, with specific information as to the **Wrongful Act**, the likely resultant damage, and the dates and parties involved, then any **Claim** arising out of such specific facts or circumstances that is subsequently made against the **Insureds** and reported to the **Insurer** shall be deemed first made during the **Policy Period** as of the date of such notice.

3. Notice of a **Claim** or circumstances to the **Insurer** shall be given in writing to:

Crum & Forster  
Claims Department  
305 Madison Avenue  
Morristown, New Jersey 07962

### B. Defense and Settlement

1. The **Insurer** shall have the right and the duty to defend any **Claim** regardless of whether the allegations are groundless, false, or fraudulent. In undertaking this right and duty, the **Insurer** expressly retains the right to select defense counsel even when the **Insurer** reserves its rights on issues concerning the applicability of coverage under this policy. The **Insureds** shall pay any **Defense Expenses** within the applicable Deductible shown in Item 4. of the Declarations. The **Insurer's** right and duty to defend any **Claim** and pay **Defense Expenses** shall terminate upon the exhaustion of the Limit of Liability, whereupon the

*Insurer* shall have no further obligation or liability to defend the *Insured* or to pay *Defense Expenses*, judgments or settlements. The *Insurer* may make any investigation it deems necessary and may, with the *Insured's* consent, such consent not to be unreasonably withheld, make any settlement of any *Claim* it deems expedient. If the *Insured* withholds consent of such settlement, the *Insurer's* liability for all *Damages* on account of such *Claim* shall not exceed the amount for which the *Insurer* could have settled such *Claim*, inclusive of *Defense Expenses*, incurred as of the date such settlement was proposed to the *Insured*.

2. The *Insureds* and those acting on their behalf shall not admit liability, consent to any judgment, incur any *Defense Expenses* or agree to any settlement without the *Insurer's* written consent, such consent not to be unreasonably withheld. The *Insureds* agree that they shall not knowingly take any action that in any way increases *Damages* or *Defense Expenses* under this policy. Coverage afforded by this policy shall not apply to any *Damages* sustained as a result of any admission of liability or consent to any judgment or agreement to settle, without or prior to the *Insurer's* written consent.

3. The *Insureds* shall provide the *Insurer* with such information, assistance, and cooperation as the *Insurer* and its counsel may reasonably request with respect to the defense and settlement of any *Claim*.

C. Allocation of *Damages* and *Defense Expenses*

In the event both *Damages* and *Defense Expenses* for which coverage afforded by this policy may apply and uninsured damages and defense expenses not covered by this policy are incurred, either because a *Claim* against an *Insured* includes both insured and uninsured matters or, because a *Claim* is made against both an *Insured* and others that are not insured, the *Insured* and the *Insurer* agree to use their best efforts to determine a fair and proper allocation of insured *Damages* and *Defense Expenses* and uninsured damages and defense expenses based upon the relative legal and financial exposures presented.. In the event that an agreement as to the allocation of covered and non-covered *Damages*, and *Defense Expenses* to be advanced, under this policy cannot be agreed to, then the *Insurer* shall advance such *Defense Expenses* as the *Insurer* determines to be fair and proper until a different amount shall be agreed upon or determined pursuant to the provisions of this policy and applicable law.

D. Cancellation and Nonrenewal

1. The *Named Insured* may cancel this policy at any time prior to the expiration date of the *Policy Period* by mailing prior written notice to the *Insurer* or by surrender of this policy to the *Insurer* or its authorized agent. If the *Named Insured* shall cancel this policy, the *Insurer* shall return 90% of the unearned portion of the premium.

2. The *Insurer* may only cancel this policy for nonpayment of premium. This policy may be canceled by or on behalf of the *Insurer* by delivering to the *Named Insured*, or by mailing to the *Named Insured*, at the address shown in Item 1. of the Declarations, written notice of cancellation at least 10 days before the effective date of cancellation. The mailing of such notice shall be sufficient proof of notice and the effective date of cancellation stated in such notice shall become the expiration date of the *Policy Period*. If the *Insurer* cancels this policy for nonpayment of premium, the *Insurer* shall credit the *Insured* 90% of the unearned portion of the premium. Payment or tender of any unearned premium by the *Insurer* shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

3. This policy may be nonrenewed by the *Insurer* by delivering to the *Named Insured* or by mailing to the *Named Insured* at the address shown in Item 1. of the Declarations, written notice of nonrenewal at least thirty days prior to the expiration date of the *Policy Period*. The mailing of such notice shall be sufficient proof of notice.

E. Treatment of *New Professional Services*, *New Subsidiaries*, and Mergers and Acquisitions

1. If during the *Policy Period*, the *Named Insured* or any *Subsidiary* shall provide *New Professional Services*, or

2. If during the *Policy Period*, the *Named Insured* or any *Subsidiary* merges with another entity, or acquires or creates a new *Subsidiary*, which:

- (a) represents more than 20% of the total assets of the *Named Insured* as of the effective date of this policy, or
- (b) increases the number of employees by more than 20% of the number of employees immediately prior to the merger with or acquisition or creation of, such *Subsidiary*, or
- (c) provides *New Professional Services*, or

- (d) increases the *Named Insured's* revenues by more than 25% of the revenue immediately prior to the merger with or acquisition or creation of such *Subsidiary*,

then no coverage will be afforded under this policy for any *Insured* in respect of such *New Professional Services* and no coverage will be afforded in respect of *Professional Services* performed or which should have been performed subsequent to the effective date of such merger, acquisition or creation of such *Subsidiary*.

3. However, the foregoing paragraphs 1. and 2. shall not apply if the *Named Insured* provides the *Insurer* with written notice at least thirty days prior to said merger, acquisition or creation of such *Subsidiary*, or the offering of such *New Professional Services*, and receives the *Insurer's* written consent to extend coverage to such merged company, acquired company or new *Subsidiary* or *New Professional Services* and agrees to provide information regarding same and pays any additional premium required by the *Insurer*.

#### F. Effect of Certain Events

If, during the *Policy Period*, the *Named Insured* merges or consolidates with another entity such that the *Named Insured* is not the surviving entity or, is acquired by another entity or, sells substantially all of its assets to any other entity, person, or group of persons or entities, whether occurring as the result of a single transaction or as the result of a series of transactions, then:

1. coverage under this policy ceases as to any *Professional Services* performed or which should have been performed subsequent to the effective date of such acquisition or sale;
2. however, this policy remains in force until the expiration date and coverage continues, subject to all the terms and conditions of this policy, but only with respect to *Professional Services* performed, or which should have been performed, in whole, prior to the effective date of such acquisition or sale, but subsequent to the *Prior Acts Date*; and
3. the premium becomes fully earned by the *Insurer*.

The *Named Insured* shall give the *Insurer* written notice of any such event as soon as practicable, but in no event later than thirty days after the effective date of the acquisition. Failure to notify the *Insurer* of any such event shall not serve to amend or alter the conditions outlined in 1., 2. or 3. above.

#### G. Action Against *Insurer*

1. No action shall be taken against the *Insurer* unless, as a condition precedent thereto, the *Insureds* shall have fully complied with all of the terms and conditions of this policy, nor until the amount of the *Insured's* obligation to pay *Damages* for any *Claim* shall have been fully and finally determined either by judgment against them or by written agreement between them, the claimant, and the *Insurer*.
2. Nothing contained herein shall give any person or entity any right to join the *Insurer* as a party to any *Claim* against the *Insureds* to determine their liability, nor shall the *Insurer* be impleaded by the *Insureds* or their legal representative in any *Claim*.

#### H. Subrogation

In the event of any payment under this policy, the *Insurer* shall be subrogated to the extent of such payment to all *Insureds'* rights of recovery therefrom against any person or entity, and the *Insureds* shall execute all papers required and shall do everything that may be necessary to secure and preserve such rights to enable the *Insurer* to effectively bring suit in their name, and shall provide all other assistance and cooperation which the *Insurer* may reasonably require.

#### I. Representations

In granting coverage to the *Insureds*, it is agreed that the *Insurer* has relied upon the representations and statements contained in the application for this policy (and all such previous applications submitted, or made part of any previous policy which this policy may succeed in time) including materials submitted therewith, as being accurate and complete and shall be

the basis of the contract and shall become part of such policy as if physically attached. Such representations and statements are deemed to be material to the risk assumed by the *Insurer*.

J. **Other Insurance**

All *Damages and Defense Expenses* payable under this policy shall be in excess of and shall not contribute with other existing insurance including, but not limited to, any insurance under which there is a duty to defend, regardless of whether any *Damages* or *Defense Expenses* are collectible or recoverable under such other insurance, unless such other insurance is written specifically excess of this policy. This policy shall not be subject to the terms or conditions of any other insurance.

K. **Authorization**

The *Named Insured* shall act on behalf of the *Insureds* with respect to the receiving of notices and return premiums from the *Insurer*.

L. **Headings and Titles**

The headings, sub-headings, and titles of this policy are for descriptive and reference purposes only and are not to be deemed in any way to limit, modify, or affect the terms and conditions of this policy.

M. **Assignment of Interest**

This policy and any and all rights hereunder are not assignable without the written consent of the *Insurer*.

N. **Changes**

Notice to any agent or knowledge possessed by any agent or other person acting on behalf of the *Insurer* shall not effect a waiver or a change in any part of this policy or estop the *Insurer* from asserting any right under the terms and conditions of this policy, nor shall any terms or conditions be waived or changed except by written endorsement issued to form a part of this policy.

O. **Territory**

This policy applies to a *Professional Services* taking place anywhere in the world provided that suit is brought and maintained against the *Insured* within the United States of America, its territories or possessions, Puerto Rico or Canada.

P. **Named Insured Sole Agent**

The *Named Insured* will be the sole agent and will be authorized to act on behalf of all *Insureds* for the purpose of giving or receiving any notices, any amendments to or cancellation of this policy, for the completing of any applications and the making of any statements, representations and warranties for the policy, for the payment of the deductible and the exercising or declining to exercise any right under this policy, including the purchase of any Extended Reporting Period.

**The North River Insurance Company  
A New Jersey Corporation  
Home Office: Township of Morris, NJ**

(A Capital Stock Company)

SIGNATURE

A handwritten signature in black ink, appearing to read "Joseph F. Braunstein, Jr.", written in a cursive style.

Joseph F. Braunstein, Jr.  
President

SIGNATURE

A handwritten signature in black ink, appearing to read "Felicia Garland", written in a cursive style.

Felicia Garland  
Secretary



NEW BUSINESS APPLICATION
MISCELLANEOUS PROFESSIONAL LIABILITY
PLATINUM MANAGEMENT PROTECTION

NOTICE: COVERAGE FOR WHICH THIS APPLICATION IS MADE IS WRITTEN ON A CLAIMS MADE AND REPORTED BASIS MEANING, EXCEPT AS OTHERWISE PROVIDED, COVERAGE APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER DURING THE POLICY PERIOD. DEFENSE EXPENSES ARE INCLUDED WITHIN THE LIMIT OF LIABILITY AND REDUCE THE LIMIT OF LIABILITY FOR THE POLICY.

CAREFULLY READ THE ENTIRE POLICY FOR WHICH THIS APPLICATION IS MADE AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER. WORDS AND PHRASES WHICH ARE PRINTED IN BOLD ITALIC TYPEFACE HAVE SPECIFIC MEANING AND ARE DEFINED IN SECTION IV. OF THE POLICY.

THE APPLICATION, ITS ATTACHMENTS AND ALL PREVIOUS APPLICATIONS AND THEIR ATTACHMENTS SHALL SERVE AS THE BASIS OF THE POLICY, AND SHALL BECOME PART OF SUCH POLICY SHOULD A POLICY BE ISSUED, AS IF PHYSICALLY ATTACHED. THE INSURER RELIES UPON THE APPLICATION IN ISSUING THE POLICY. COMPLETION OF THIS APPLICATION DOES NOT IN ANY WAY IMPLY SUCH COVERAGE UNDER THE POLICY. COVERAGE IS AFFORDED ONLY IF AND TO THE EXTENT INDICATED BY THE TERMS AND CONDITIONS OF THE POLICY IF ISSUED.

1. Proposed Named Insured (Applicant)

Three horizontal lines for entering the name of the proposed named insured.

State of Incorporation: \_\_\_\_\_ Number of years Applicant in 1. above, in business: \_\_\_\_\_

Street Address (not just P. O. Box):

Horizontal line for street address.

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

Tel: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ Website: \_\_\_\_\_

List all other locations from where services are provided: \_\_\_\_\_

Two horizontal lines for listing other service locations.

List Names of all subsidiaries of the Applicant: \_\_\_\_\_

Horizontal line for listing subsidiaries.

2. Nature of Entity: \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Limited Liability Corporation or Partnership \_\_\_\_\_ Sole Proprietorship

\_\_\_\_\_ Other (provide details) \_\_\_\_\_

Two horizontal lines for providing details of other entity types.

3. Full description of each professional service for which insurance is requested AND indicate after each professional service, the percent of the Applicant's revenues derived from each: (if more than one, please number each)

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4. Is Applicant engaged in any other profession, business or operation other than answered in question 3.? Yes  No   
If "Yes", detail below such other professions, operations and businesses including names and operations/services/products:

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5. Is the Applicant owned or controlled by, or does it own or is it affiliated or associated with, any other firm or business enterprise or joint venture not listed in answer to question 1.? (If "Yes", provide details below) Yes  No

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6. In the 24 months preceding the date this application is being signed has the Applicant or its principals been engaged in any other business or profession other than detailed in answer to questions 3., 4. and 5. ? (If "Yes", provide details below) Yes  No

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7. (a) Did the Applicant's operations or services change significantly in the past twelve months? Yes  No   
(b) Does the Applicant anticipate any significant changes to its operations or services in the next twelve months? Yes  No   
(If "Yes", provide explanation below)

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8. Please complete for EACH principal, partner and key employee engaged in the services listed in the answer to question 3.

Name	Professional Designation	Number of years of experience in services listed in question 3.	Number of years employed with the Applicant
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9. Detail current, total staff size, inclusive of those persons identified in question 8., broken down as follows:

	Full time	Part time	
Partners, Principals	_____	_____	
Employees with professional expertise	_____	_____	
All other employees	_____	_____	
 TOTAL STAFF	 _____	 _____	 GRAND TOTAL: _____

10. Does the Applicant make use of independent contractors, or of subcontractors to perform professional services listed in answer to question 3.? If "No", skip to question 11. If "Yes", answer a), b), c) and d) below. Yes  No

a) Does the Applicant or its principals have an ownership in any independent contractor or subcontractor? Yes  No   
If "Yes", provide details: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

b) Describe services performed by independent contractors and by subcontractors: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

c) Does the Applicant require every independent contractor and subcontractor to provide the Applicant with evidence of the maintenance of professional liability insurance which is applicable to the services provided by the independent contractor or subcontractor for the Applicant on an annual or on a per assignment basis? Yes  No

d) What percentage of Applicant's gross revenues for the past 12 months were from services performed by independent contractors or subcontractors? \_\_\_\_\_ %. What is estimate for the next 12 months? \_\_\_\_\_ %

11. (a) Applicant's fiscal year ends on: Month: \_\_\_\_\_ Day: \_\_\_\_\_

(b) List Applicant's gross revenues for the professional services listed in answer to Question 3. for the appropriate fiscal year:

Prior fiscal year	_____ (YYYY)	\$ _____
Current fiscal year	_____ (YYYY)	\$ _____
Projected, next fiscal year	_____ (YYYY)	\$ _____

12. Provide the following information on Applicant's FIVE largest clients (by revenue to the Applicant) in the past 12 months:

Full Name of Client	Total Revenue Upon Completion	Professional Services Performed
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		

13. (a) Does Applicant use a standard contract or written agreement as a basis for all contracts? (if "Yes", please attach) Yes  No   
 (b) Are all such written contracts or agreements reviewed by your staff counsel or by your outside law firm? Yes  No   
 (c) Do such contracts or written agreements contain guarantees or warranties in favor of your clients? Yes  No   
 (d) Do such contracts or written agreements limit Applicant's liability to the client in the event of a default by the Applicant? Yes  No

(e) What percent of all Applicants' clients are receiving services under a written contract or agreement with Applicant: \_\_\_\_\_%

14. (a) Does Applicant have a written training program for employees? Yes  No   
 (b) Does Applicant have a written procedural manual for employees to follow? Yes  No   
 (c) Does Applicant require continuing education for employees holding professional designations? Yes  No

15. (a) Provide the following details regarding Applicant's current and previous Professional Liability Insurance (a/k/a Errors and Omissions Liability) by answering each column starting with your current policy (IF NONE, CHECK BOX PROVIDED):

Policy	Insurance Company (Not Agent)	Effective and Expiration dates (MM/DD /YYYY) format	Limit of Liability	Deductible	Premium
Current Policy None <input type="checkbox"/>		To	\$	\$	\$
1 <sup>st</sup> Prior Policy None <input type="checkbox"/>		To	\$	\$	\$
2 <sup>nd</sup> Prior Policy None <input type="checkbox"/>		To	\$	\$	\$
3 <sup>rd</sup> Prior Policy None <input type="checkbox"/>		To	\$	\$	\$

- (b) Has any Insurer canceled or non-renewed any coverage applied for herein? (Not applicable in Missouri) Yes  No   
 If "Yes", provide details including reason stated by Insurer.

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16. Has the Applicant, any of its directors, officers, partners, principals, managing members or employees ever been:  
 (a) a defendant in any criminal action or proceeding alleging violation of any local, state or federal law or regulation? Yes  No   
 (b) a defendant in any lawsuit, administrative or regulatory proceeding action or charge in the last five years? Yes  No   
 (c) subject to any disciplinary action, license revocation, fine or penalty resulting from professional activities? Yes  No   
 (d) the subject of any investigation by any local, state or federal office or agency? Yes  No

If "Yes" to (a), (b) (c) or (d), submit with this application a full narrative detailing the dates, allegations, circumstances, responses, appropriate documents, current status and/or final disposition of such matters.

17. In the past FIVE years has the Applicant, any of its Directors, Officers, Partners, Principals, Managing Members or employees, been alleged to have committed, or have become aware of, an error or omission in the performance of its/their professional services? Yes  No

If "Yes", a completed **SUPPLEMENTAL CLAIM APPLICATION** for each such event is required.

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

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NOTICE TO HAWAII APPLICANTS: "FOR OUR PROTECTION, HAWAII LAW REQUIRES YOU TO BE INFORMED THAT PRESENTING A FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT IS A CRIME PUNISHABLE BY FINES OR IMPRISONMENT OR BOTH."

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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 DENIAL OF INSURANCE BENEFITS."

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

NOTICE TO MASSECHUSETTS APPLICANTS: "ANY PERSON HOW KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER 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 MAY SUBJECT THE PERSON TO CRIMINAL AND CIVIL PENALTIES."

NOTICE TO MINNESOTA APPLICANTS: "A PERSON WHO SUBMITS AN APPLICATION OR FILES A *CLAIM* WITH INTENT TO DEFRAUD OR HELPS COMMIT A FRAUD AGAINST AN *INSURER* IS GUILTY OF A CRIME."

NOTICE TO MISSOURI APPLICANTS: "*DEFENSE COSTS* PAID UNDER THE POLICY PROVISIONS WILL REDUCE THE AVAILABLE LIMIT OF LIABILITY AND MAY EXHAUST THEM COMPLETELY."

NOTICE TO NEBRASKA APPLICANTS: "ANY PERSON HOW KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER 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 MAY SUBJECT THE PERSON TO CRIMINAL AND CIVIL PENALTIES."

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

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

NOTICE TO NEW YORK APPLICANTS: "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, 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 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."

NOTICE TO OREGON APPLICANTS: "ANY PERSON HOW KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER 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 MAY SUBJECT THE 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 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 VIRGINIA APPLICANTS: "IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS."

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

NOTICE TO 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 TO PRISON."

18. Is the Applicant, any of its directors, officers, partners, principals, managing members or employees aware of any fact, circumstance, situation, transaction, event, error or omission which it, (s)he (they) would suppose might afford grounds for a *Claim* which could fall within the scope of coverage applied for herein, or which indicates the possibility of any such *Claim*?

NO  YES  If "YES" provide full details:

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**NOTICE: WITHOUT PREJUDICE TO ANY OTHER RIGHTS AND REMEDIES OF THE *INSURER*, ANY *CLAIMS* ARISING FROM ANY FACT, CIRCUMSTANCE, SITUATION, TRANSACTION, EVENT, ERROR OR OMISSION DISCLOSED OR WHICH SHOULD HAVE BEEN DISCLOSED ABOVE WILL BE EXCLUDED FROM THE COVERAGE AS TO ALL *INSUREDS*.**

Completion and/or signing of this application does not bind the Applicant to purchase, nor the *Insurer* to provide, any insurance policy; however, no policy can be issued unless the application is properly completed, signed and dated.

The signatory declares that (s)he is authorized by the Applicant to sign this application on behalf of all prospective *Insureds* and that to the best of his/her knowledge the statements herein are true. The signatory agrees that if the information supplied in this application and the materials submitted therewith should change between the date this application is signed and the effective date of the proposed insurance, the signatory shall immediately notify the *Insurer* of such and shall provide the *Insurer* with information that would complete, update or correct the application or materials submitted therewith. The *Insurer* may withdraw or modify any of the terms or conditions of coverage accordingly.

**ALL WRITTEN STATEMENTS, SUPPLEMENTAL APPLICATIONS AND MATERIALS FURNISHED TO THE *INSURER* IN CONJUNCTION WITH THIS APPLICATION ARE INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART THEREOF, AND DEEMED ATTACHED HERETO.**

**ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT (S)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.**

SIGNATURE \* \_\_\_\_\_ PRINTED NAME\* \_\_\_\_\_

**\* MUST BE SIGNED BY A DULY AUTHORIZED OFFICER OF THE APPLICANT ON BEHALF OF ALL *INSUREDS*.**

\*TITLE OF SIGNATORY: \_\_\_\_\_ DATE SIGNED: \_\_\_\_/\_\_\_\_/\_\_\_\_  
MM DD YYYY

Checklist for items required to be submitted with this application:

- Specimen of Applicant's standard contract used for clients
- Specimen of Applicant's standard contract used for independent contractors and subcontractors
- Resumes of Applicant's key employees with professional expertise
- Applicant's promotional and marketing materials
- Applicant's current financials
- Claim Questionnaire (s) if question 17. is answered "YES"
- Application Supplement for certain professions



RENEWAL APPLICATION
MISCELLANEOUS PROFESSIONAL LIABILITY
PLATINUM MANAGEMENT PROTECTION

NOTICE: COVERAGE FOR WHICH THIS APPLICATION IS MADE IS WRITTEN ON A CLAIMS MADE AND REPORTED BASIS MEANING, EXCEPT AS OTHERWISE PROVIDED, COVERAGE APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER DURING THE POLICY PERIOD. DEFENSE EXPENSES ARE INCLUDED WITHIN THE LIMIT OF LIABILITY AND REDUCE THE LIMIT OF LIABILITY FOR THE POLICY.

CAREFULLY READ THE ENTIRE POLICY FOR WHICH THIS APPLICATION IS MADE AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER. WORDS AND PHRASES WHICH ARE PRINTED IN BOLD ITALIC TYPEFACE HAVE SPECIFIC MEANING AND ARE DEFINED IN SECTION IV. OF THE POLICY.

THE APPLICATION, ITS ATTACHMENTS AND ALL PREVIOUS APPLICATIONS AND THEIR ATTACHMENTS SHALL SERVE AS THE BASIS OF THE POLICY, AND SHALL BECOME PART OF SUCH POLICY SHOULD A POLICY BE ISSUED, AS IF PHYSICALLY ATTACHED. THE INSURER RELIES UPON THE APPLICATION IN ISSUING THE POLICY. COMPLETION OF THIS APPLICATION DOES NOT IN ANY WAY IMPLY SUCH COVERAGE UNDER THE POLICY. COVERAGE IS AFFORDED ONLY IF AND TO THE EXTENT INDICATED BY THE TERMS AND CONDITIONS OF THE POLICY IF ISSUED.

1. Proposed Named Insured (Applicant)

Three horizontal lines for entering the name of the proposed named insured.

State of Incorporation: \_\_\_\_\_ Number of years Applicant in 1. above, in business: \_\_\_\_\_

Street Address (not just P. O. Box):

Horizontal line for street address.

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

Tel: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ Website: \_\_\_\_\_

List all other locations from where services are provided: \_\_\_\_\_

Two horizontal lines for listing other service locations.

List Names of all subsidiaries of the Applicant: \_\_\_\_\_

Horizontal line for listing subsidiaries.

2. Nature of Entity: \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Limited Liability Corporation or Partnership \_\_\_\_\_ Sole Proprietorship

\_\_\_\_\_ Other (provide details) \_\_\_\_\_

Two horizontal lines for providing details of other entity types.

3. Full description of each professional service for which insurance is requested AND indicate after each professional service, the percent of the Applicant's revenues derived from each: (if more than one, please number each)

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4. Is Applicant engaged in any other profession, business or operation other than answered in question 3.? Yes  No   
If "Yes", detail below such other professions, operations and businesses including names and operations/services/products:

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5. Is the Applicant owned or controlled by, or does it own or is it affiliated or associated with, any other firm or business enterprise or joint venture not listed in answer to question 1.? (If "Yes", provide details below) Yes  No

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6. In the 24 months preceding the date this application is being signed has the Applicant or its principals been engaged in any other business or profession other than detailed in answer to questions 3., 4. and 5. ? (If "Yes", provide details below) Yes  No

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7. (a) Did the Applicant's operations or services change significantly in the past twelve months? Yes  No   
(b) Does the Applicant anticipate any significant changes to its operations or services in the next twelve months? Yes  No   
(If "Yes", provide explanation below)

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8. Please complete for EACH principal, partner and key employee engaged in the services listed in the answer to question 3.

Name	Professional Designation	Number of years of experience in services listed in question 3.	Number of years employed with the Applicant

9. Detail current, total staff size, inclusive of those persons identified in question 8., broken down as follows:

	Full time	Part time	
Partners, Principals	_____	_____	
Employees with professional expertise	_____	_____	
All other employees	_____	_____	
 TOTAL STAFF	 _____	 _____	 GRAND TOTAL: _____

10. Does the Applicant make use of independent contractors, or of subcontractors to perform professional services listed in answer to question 3.? If "No", skip to question 11. If "Yes", answer a), b), c) and d) below. Yes  No

a) Does the Applicant or its principals have an ownership in any independent contractor or subcontractor? Yes  No

If "Yes", provide details: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

b) Describe services performed by independent contractors and by subcontractors: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

c) Does the Applicant require every independent contractor and subcontractor to provide the Applicant with evidence of the maintenance of professional liability insurance which is applicable to the services provided by the independent contractor or subcontractor for the Applicant on an annual or on a per assignment basis? Yes  No

d) What percentage of Applicant's gross revenues for the past 12 months were from services performed by independent contractors or subcontractors? \_\_\_\_\_ %. What is estimate for the next 12 months? \_\_\_\_\_ %

11. (a) Applicant's fiscal year ends on: Month: \_\_\_\_\_ Day: \_\_\_\_\_

(b) List Applicant's gross revenues for the professional services listed in answer to Question 3. for the appropriate fiscal year:

Prior fiscal year	_____ (YYYY)	\$ _____
Current fiscal year	_____ (YYYY)	\$ _____
Projected, next fiscal year	_____ (YYYY)	\$ _____

12. Provide the following information on Applicant's FIVE largest clients (by revenue to the Applicant) in the past 12 months:

Full Name of Client	Total Revenue Upon Completion	Professional Services Performed
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		

13. (a) Does Applicant use a standard contract or written agreement as a basis for all contracts? (if "Yes", please attach) Yes  No   
 (b) Are all such written contracts or agreements reviewed by your staff counsel or by your outside law firm? Yes  No   
 (c) Do such contracts or written agreements contain guarantees or warranties in favor of your clients? Yes  No   
 (d) Do such contracts or written agreements limit Applicant's liability to the client in the event of a default by the Applicant? Yes  No

(e) What percent of all Applicants' clients are receiving services under a written contract or agreement with Applicant: \_\_\_\_\_%

14. (a) Does Applicant have a written training program for employees? Yes  No   
 (b) Does Applicant have a written procedural manual for employees to follow? Yes  No   
 (c) Does Applicant require continuing education for employees holding professional designations? Yes  No

15. (a) Provide the following details regarding Applicant's current and previous Professional Liability Insurance (a/k/a Errors and Omissions Liability) by answering each column starting with your current policy (IF NONE, CHECK BOX PROVIDED):

Policy	Insurance Company (Not Agent)	Effective and Expiration dates (MM/DD /YYYY) format	Limit of Liability	Deductible	Premium
Current Policy None <input type="checkbox"/>		To	\$	\$	\$
1 <sup>st</sup> Prior Policy None <input type="checkbox"/>		To	\$	\$	\$
2 <sup>nd</sup> Prior Policy None <input type="checkbox"/>		To	\$	\$	\$
3 <sup>rd</sup> Prior Policy None <input type="checkbox"/>		To	\$	\$	\$

- (b) Has any Insurer canceled or non-renewed any coverage applied for herein? (Not applicable in Missouri) Yes  No   
 If "Yes", provide details including reason stated by Insurer.

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16. Has the Applicant, any of its directors, officers, partners, principals, managing members or employees ever been:  
 (a) a defendant in any criminal action or proceeding alleging violation of any local, state or federal law or regulation? Yes  No   
 (b) a defendant in any lawsuit, administrative or regulatory proceeding action or charge in the last five years? Yes  No   
 (c) subject to any disciplinary action, license revocation, fine or penalty resulting from professional activities? Yes  No   
 (d) the subject of any investigation by any local, state or federal office or agency? Yes  No

If "Yes" to (a), (b) (c) or (d), submit with this application a full narrative detailing the dates, allegations, circumstances, responses, appropriate documents, current status and/or final disposition of such matters.

17. In the past FIVE years has the Applicant, any of its Directors, Officers, Partners, Principals, Managing Members or employees, been alleged to have committed, or have become aware of, an error or omission in the performance of its/their professional services? Yes  No

If "Yes", a completed **SUPPLEMENTAL CLAIM APPLICATION** for each such event is required.

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

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

NOTICE TO NEW YORK APPLICANTS: "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, 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 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."

NOTICE TO OREGON APPLICANTS: "ANY PERSON HOW KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER 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 MAY SUBJECT THE 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 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 VIRGINIA APPLICANTS: "IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS."

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

NOTICE TO 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 TO PRISON."

Completion and/or signing of this application does not bind the Applicant to purchase, nor the *Insurer* to provide, any insurance policy; however, no policy can be issued unless the application is properly completed, signed and dated.

The signatory declares that (s)he is authorized by the Applicant to sign this application on behalf of all prospective *Insureds* and that to the best of his/her knowledge the statements herein are true. The signatory agrees that if the information supplied in this application and the materials submitted therewith should change between the date this application is signed and the effective date of the proposed insurance, the signatory shall immediately notify the *Insurer* of such and shall provide the *Insurer* with information that would complete, update or correct the application or materials submitted therewith. The *Insurer* may withdraw or modify any of the terms or conditions of coverage accordingly.

ALL WRITTEN STATEMENTS, SUPPLEMENTAL APPLICATIONS AND MATERIALS FURNISHED TO THE *INSURER* IN CONJUNCTION WITH THIS APPLICATION ARE INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART THEREOF, AND DEEMED ATTACHED HERETO.

ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT (S)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.

SIGNATURE \* \_\_\_\_\_ PRINTED NAME\* \_\_\_\_\_

\* MUST BE SIGNED BY A DULY AUTHORIZED OFFICER OF THE APPLICANT ON BEHALF OF ALL *INSUREDS*.

\*TITLE OF SIGNATORY: \_\_\_\_\_ DATE SIGNED: \_\_\_\_/\_\_\_\_/\_\_\_\_  
MM DD YYYY

Checklist for items required to be submitted with this application:

- Specimen of Applicant's standard contract used for clients
- Specimen of Applicant's standard contract used for independent contractors and subcontractors
- Resumes of Applicant's key employees with professional expertise
- Applicant's promotional and marketing materials
- Applicant's current financials
- Claim Questionnaire (s) if question 17. is answered "YES"
- Application Supplement for certain professions



CLAIMS QUESTIONNAIRE  
MISCELLANEOUS PROFESSIONAL LIABILITY

SUPPLEMENTAL QUESTIONNAIRE TO DETAIL CLAIMS REFERRED TO IN THE "YES" ANSWER TO QUESTION # 17 OF MISCELLANEOUS PROFESSIONAL LIABILITY APPLICATION, FORM # \_\_\_\_\_

PLEASE READ THESE INSTRUCTIONS FIRST:

1. Please make copies of this blank questionnaire to have sufficient supply to complete a single questionnaire for each *Claim* to be detailed.
2. The policy of insurance for which you are now applying will not cover any *Claim* detailed in this questionnaire.
3. The information detailed herein is used by the *Insurer* solely for underwriting purposes. This application questionnaire is NOT a *Claim* Report Form. The information you provide in this questionnaire does NOT constitute a report of a *Claim* to the *Insurer*. Any such notice must be sent separately to the Claims Department of the *Insurer* pursuant to all policy terms and conditions.
4. Each question must be answered; if more space is needed, attach a separate sheet indicating the question number being answered. Question N allows you to advise us of additional information. The *Insurer* will rely on the information you detail in this questionnaire.

A. Name of Applicant: \_\_\_\_\_

B. Name of Plaintiff/Complaining Party(ies): \_\_\_\_\_  
\_\_\_\_\_

C. Date error or omission was alleged to have happened: \_\_\_\_\_

D. Date Applicant became aware allegations were being made: \_\_\_\_\_

E. Summarize errors and omissions alleged: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

F. Did a professional liability or other insurance policy apply to this claim? Yes  No  If NO, skip to question M.

G. Name of insurer in answer to question F.: \_\_\_\_\_

H. Did Applicant report this claim to the insurer in G.? Yes  No  If Yes, on what date: \_\_\_\_\_ If NO, why not?  
\_\_\_\_\_  
\_\_\_\_\_

I. Did insurer in G. deny coverage for this claim? Yes  No  If Yes, on what grounds? \_\_\_\_\_  
\_\_\_\_\_

J. Current status of this: (i) \_\_\_\_\_ claim \_\_\_\_\_ suit \_\_\_\_\_ knowledge of an error (no claim yet) is:  
(ii) \_\_\_\_\_ Open (go to question K.) \_\_\_\_\_ Closed (go to question L.)

K. If this claim is open on the date this questionnaire is being signed, please provide the following:

- i) amount incurred to date for defense expenses, inclusive of your deductible: \$ \_\_\_\_\_
  - ii) insurer's defense expense reserve: \$ \_\_\_\_\_
  - iii) insurer's loss reserve: \$ \_\_\_\_\_
  - iv) amount of plaintiff's original demand: \$ \_\_\_\_\_
  - v) current status of claim \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

L. If this claim is fully closed, please provide the following:

- i) date the claim was closed: \_\_\_\_\_
- ii) amount paid for all defense expenses, inclusive of your deductible: \$ \_\_\_\_\_
- iii) amount paid for loss/damages: \$ \_\_\_\_\_
- iv) how closed? \_\_\_\_ court award; \_\_\_\_ arbitration; \_\_\_\_ settlement; \_\_\_\_ other (describe) \_\_\_\_\_

M. (If "NO" is the answer to question F). Provide following information:

- i) name of counsel/city/state chosen for defense: \_\_\_\_\_
  - ii) if still open, amount demanded by plaintiff: \$ \_\_\_\_\_
  - iii) if open, amount incurred to date for defense expenses: \$ \_\_\_\_\_
  - iv) if closed, amount incurred for defense expenses: \$ \_\_\_\_\_
  - v) if closed, amount incurred for loss/damages: \$ \_\_\_\_\_
  - vi) if closed, how? \_\_\_\_ court award; \_\_\_\_ arbitration; \_\_\_\_ settlement; \_\_\_\_ other (describe): \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

N. If you wish, provide additional information that you feel will be useful regarding this claim. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Applicant (MUST BE SAME SIGNATORY AS ON APPLICATION FORM #):

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_

MM/DD/YYYY

PLEASE COMPLETE THIS SUPPLEMENTAL APPLICATION FOR THE PROFESSION SHOWN IN THE TITLE ABOVE. THIS IS A SUPPLEMENTAL APPLICATION TO THE MISCELLANEOUS PROFESSIONAL LIABILITY APPLICATION FORM MEO 101 (08/08) OR MEO 102 (08/08) WHICH MUST BE COMPLETED AND ACCOMPANY THIS SUPPLEMENTAL APPLICATION. THIS SUPPLEMENTAL APPLICATION MUST BE SIGNED BY THE SAME PERSON WHO IS REQUIRED TO SIGN THE MISCELLANEOUS PROFESSIONAL LIABILITY APPLICATION.

THIS SUPPLEMENTAL APPLICATION ALONG WITH MISCELLANEOUS PROFESSIONAL LIABILITY APPLICATION FORM MEO 101 (08/08) OR MEO 102 (08/08) ITS ATTACHMENTS AND ALL PREVIOUS APPLICATIONS SHALL SERVE AS THE BASIS FOR THE POLICY, AND SHALL BECOME PART OF THE POLICY AS IF PHYSICALLY ATTACHED. THE *INSURER* RELIES ON THE APPLICATION AND THIS SUPPLEMENTAL APPLICATION IN ISSUING THE POLICY. COVERAGE IS AFFORDED ONLY IF AND TO THE EXTENT INDICATED BY THE TERMS AND CONDITIONS OF THE POLICY IF ISSUED.

1. Applicant Name (SHOULD MATCH THAT GIVEN IN ANSWER TO QUESTION #1 OF THE MISCELLANEOUS PROFESSIONAL LIABILITY APPLICATION FORM MEO 101 (08/08) OR MEO 102 (08/08).

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Are any mortgage activities provided to persons or entities listed in answer to questions 4. or 5. of application form MEO 101 (08/08) or MEO 102 (08/08)  Yes  No  
If "Yes," please indicate percentage (%) of gross revenues derived from such mortgage relationships and describe nature  
\_\_\_\_\_ % Nature \_\_\_\_\_

3. Does the applicant operate as:  Independent mortgage broker, or  As a part / affiliate of: (provide name) :
- Mortgage Lender \_\_\_\_\_
- Savings and Loan \_\_\_\_\_
- Federal Savings Bank \_\_\_\_\_
- Commercial Bank \_\_\_\_\_
- Life Insurance Company \_\_\_\_\_
- Other (describe): \_\_\_\_\_

4. Has the Applicant ever been terminated by a lender/investor? If Yes, provide name of lender/investor, date of termination and reason .  Yes  No

\_\_\_\_\_

\_\_\_\_\_

5. Indicate the source of, s as well as the percentage of, the Applicant's gross income attributed to each of the following sources:

<u>Income Source</u>	<u>Actual</u>	<u>Past Year</u>	<u>Estimated</u>	<u>Current Year</u>
Origination Fees	\$ _____	_____ %	\$ _____	_____ %
Servicing Fees	\$ _____	_____ %	\$ _____	_____ %
Net Interest from warehouse loans	\$ _____	_____ %	\$ _____	_____ %
Profit/Loss from sale of loans	\$ _____	_____ %	\$ _____	_____ %
Insurance Commissions	\$ _____	_____ %	\$ _____	_____ %
Real Estate Commissions	\$ _____	_____ %	\$ _____	_____ %
Real Estate Consulting Fees	\$ _____	_____ %	\$ _____	_____ %
Other _____	\$ _____	_____ %	\$ _____	_____ %
<i>Total Gross Income</i>	\$ _____		\$ _____	(must total 100%)

6. Number and dollar value of loans originated last year:

	<u>Number</u>	<u>Dollar Value</u>
Residential properties	_____	\$ _____
Income properties	_____	\$ _____
Reverse mortgages	_____	\$ _____
Commercial properties:		
Condominiums/Co-Op	_____	\$ _____
Apartment complexes	_____	\$ _____
Shopping Centers	_____	\$ _____
Motels/Hotels	_____	\$ _____
Industrial buildings	_____	\$ _____
Other _____	_____	\$ _____

7. Number and dollar value of loans serviced last year:

	<u>Number</u>	<u>Dollar Value</u>
Residential properties	_____	\$ _____
Income properties	_____	\$ _____
Reverse mortgages	_____	\$ _____
Commercial properties:		
Condominiums/Co-Op	_____	\$ _____
Apartment complexes	_____	\$ _____
Shopping centers	_____	\$ _____
Motels/Hotels	_____	\$ _____
Industrial buildings	_____	\$ _____
Other _____	_____	\$ _____

8. Indicate the amount of largest single mortgage originated during the last twelve (12) months: \$ \_\_\_\_\_

9. What percentage of all loans are refinanced loans? \_\_\_\_\_ %

10. What percentage of all loans are second mortgages? \_\_\_\_\_ %

11. What percentage of loans are:

a.

Sub-Prime	Current year	Last year	2 years ago
B	%	%	%
C	%	%	%
D	%	%	%

b. No Documentation \_\_\_\_\_ %      Refinances \_\_\_\_\_ %      Yield Spread \_\_\_\_\_ %  
Foreclosed \_\_\_\_\_ %      2<sup>nd</sup> Mortgages \_\_\_\_\_ %      Reverse Mortgages \_\_\_\_\_ %  
Adjustable Rate Mortgages \_\_\_\_\_ %

12. Is Applicant a member of the Mortgage Bankers Association?  Yes  No

13. Is Applicant approved by HUD?  Yes  No

14. Do Applicant's advertising materials comply with all RESPA, FTC, FHLBB, state and other applicable laws and regulations? If No, please explain  Yes  No

\_\_\_\_\_

\_\_\_\_\_

15. Does the Applicant have a written procedural manual for employees to follow?  Yes  No

16. Does Applicant have a formalized training program for newly hired employees?  Yes  No

**Loan Servicing:** If no loan servicing, check here:  None; and skip question 17.

17. Regarding all loans serviced:

a) What percentage of all loans serviced are delinquent between 30 - 59 days: \_\_\_\_\_%  
between 60 - 89 days : \_\_\_\_\_% 90 days or more: \_\_\_\_\_%

b) What are the procedures for monitoring and curing such delinquencies? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c) What is the largest loan amount serviced in the past three years? \$ \_\_\_\_\_

**Loan Selling:** If no loan selling, check here:  None; and skip questions 18. and 19.

18. What percentage of loans sold over the past year were sold with the obligation to repurchase? \_\_\_\_\_%

19. Does Applicant package loans for sale directly or indirectly as securities to investors?  Yes  No

If Yes, provide details: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Loan Funding:** If no loan funding services, check here:  None ; and skip to question 20.

20. Answer the following questions with regard to all funding of mortgages.

a) Are all mortgages funded directly by the investors?  Yes  No

b) Are mortgages that are funded by the Applicant funded only after obtaining an advance, written purchase commitment from investors?  Yes  No

c) Describe all sources of funds, including name of warehouse lenders and line -of-credit amounts: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

21. Does the Applicant perform quality control reviews of the documents originated by its own loan production staff or those received from correspondent sources that are closed by the Applicant's staff?  Yes  No

a) If "Yes," what percentage of the Applicant's originations is reviewed? \_\_\_\_\_%

b) If "Yes," what percentage of submissions received from correspondents is reviewed? \_\_\_\_\_%

c) How often does an outside firm perform audits? \_\_\_\_\_

22. Is the Applicant a seller or servicer with:  FNMA  GNMA  FHLMC

THIS SUPPLEMENTAL APPLICATION MUST BE SIGNED AND DATED BY THE SAME PERSON REQUIRED TO SIGN AND DATE MISCELLANEOUS PROFESSIONAL LIABILITY APPLICATION FORM MEO 101 (08/08) OR MEO102 (08/08)

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

PLEASE COMPLETE THIS SUPPLEMENTAL APPLICATION FOR THE PROFESSION SHOWN IN THE TITLE ABOVE. THIS IS A SUPPLEMENTAL APPLICATION TO THE MISCELLANEOUS PROFESSIONAL LIABILITY APPLICATION FORM #MEO101 (08/08) OR #MEO 102 (08/08) WHICH MUST BE COMPLETED AND ACCOMPANY THIS SUPPLEMENTAL APPLICATION. THIS SUPPLEMENTAL APPLICATION MUST BE SIGNED BY THE SAME PERSON WHO IS REQUIRED TO SIGN THE MISCELLANEOUS PROFESSIONAL LIABILITY APPLICATION.

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1. Applicant Name (SHOULD MATCH THAT GIVEN IN ANSWER TO QUESTION #1 OF THE MISCELLANEOUS PROFESSIONAL LIABILITY APPLICATION FORM #MEO 101 (08/08) OR #MEO 102 (08/08))

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2. a. Does the Applicant arrange tours?  Yes  No  
If "Yes", please provide details (including percentage involvement as respects the total operation):

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b. If "Yes" please submit the following:

- 1) Contract utilized with tour operators (i.e. airlines, hotels, cruise lines, bus lines, etc.)
- 2) Tour agreement

- c. Are tours arranged for special groups (i.e. students or senior citizens)?  Yes  No  
If "Yes" please provide details:

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3. Is the applicant involved in any way with travel sales on the internet?  Yes  No  
If "Yes" please provide details: \_\_\_\_\_

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4. Does the applicant provide exclusive travel services for businesses?  Yes  No  
If "Yes" please provide details: \_\_\_\_\_

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Signed: \_\_\_\_\_

Date: \_\_\_\_\_

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1. Applicant Name (SHOULD MATCH THAT GIVEN IN ANSWER TO QUESTION #1 OF THE MISCELLANEOUS PROFESSIONAL LIABILITY APPLICATION FORM #MEO 101(08/08) OR #MEO102 (08/08)

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2. Please indicate type of placement by percentage:

- a) Permanent Placements \_\_\_\_\_%
- b) Temporary Placements \_\_\_\_\_%
- c) Other \_\_\_\_\_% (describe): \_\_\_\_\_

3. Types of placements. (check all that are applicable):

- |                          |                          |                      |                          |                          |                         |
|--------------------------|--------------------------|----------------------|--------------------------|--------------------------|-------------------------|
| Perm.                    | Temp.                    |                      | Perm.                    | Temp.                    |                         |
| <input type="checkbox"/> | <input type="checkbox"/> | Executives           | <input type="checkbox"/> | <input type="checkbox"/> | Computer Professional   |
| <input type="checkbox"/> | <input type="checkbox"/> | Doctors              | <input type="checkbox"/> | <input type="checkbox"/> | Bookkeeping             |
| <input type="checkbox"/> | <input type="checkbox"/> | Nurses               | <input type="checkbox"/> | <input type="checkbox"/> | Light Industrial        |
| <input type="checkbox"/> | <input type="checkbox"/> | Architects/Engineers | <input type="checkbox"/> | <input type="checkbox"/> | Educational             |
| <input type="checkbox"/> | <input type="checkbox"/> | Lawyers              | <input type="checkbox"/> | <input type="checkbox"/> | Research/Lab Technician |
| <input type="checkbox"/> | <input type="checkbox"/> | CPA's                | <input type="checkbox"/> | <input type="checkbox"/> | Clerical/Office         |
|                          |                          |                      | <input type="checkbox"/> | <input type="checkbox"/> | Other _____             |

4. Are placed employees required to carry individual professional liability insurance?  Yes  No

5. Percentage of Applicant's fees derived from:

- a) Candidates \_\_\_\_\_%
- b) Employers \_\_\_\_\_%

6. Are proficiency tests administered to job applicants?  Yes  No

7. Does Applicant perform and verify background checks on all potential job candidates?  Yes  No  
If no, (a) explain why not \_\_\_\_\_  
\_\_\_\_\_

(b) Are your employer- clients advised in each case that you are not performing this function?  Yes  No

8. Does Applicant perform and verify qualifications/credentials of all potential job candidates?  Yes  No  
If no, (a) explain why not: \_\_\_\_\_  
\_\_\_\_\_

(b) Are your employer- clients advised in each such case that Applicant is not performing this function?  Yes  No

Please attach the following documents:

- Sample contract between Applicant and employer
- Sample contract between Applicant and employee

THIS SUPPLEMENTAL APPLICATION MUST BE SIGNED AND DATED BY THE SAME PERSON REQUIRED TO SIGN AND DATE MISCELLANEOUS PROFESSIONAL LIABILITY APPLICATION FORM #MEO 101 (08/08) OR MEO 102 (08/08)

Signed \_\_\_\_\_

Date \_\_\_\_\_

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1. Applicant Name (SHOULD MATCH THAT GIVEN IN ANSWER TO QUESTION #1 OF THE MISCELLANEOUS PROFESSIONAL LIABILITY APPLICATION FORM #MEO 101(08/08) OR #MEO102 (08/08)

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2. Indicate what type of claims are handled and the percentage of total number of claims adjusted at present :

Auto Liability	_____ %	Professional Malpractice Liability	_____ %
Auto Physical Damage	_____ %	Ocean Marine/Admiralty Aviation	_____ %
Property & Inland Marine	_____ %	Workers' Compensation	_____ %
Fidelity & Surety	_____ %	Life, Health, Benefits	_____ %
Other	_____ %*	*Please describe _____	_____

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3. Describe any specialty areas \_\_\_\_\_

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4. Total number of adjusters and examiners (a) at present \_\_\_\_\_ (b) expected increase in next year \_\_\_\_\_

5. Average number of adjustments performed ANNUALLY for the past 3 years? \_\_\_\_\_

6. Average outstanding claim files at present \_\_\_\_\_

7. Average number of claim files per adjuster/examiner \_\_\_\_\_

8. Average dollar amount per loss adjusted \$ \_\_\_\_\_

9. Describe services performed for any self-insured group, captive, risk retention or risk purchasing group or any other type of self insurance or pooled risk program (check here if no such services performed: \_\_\_\_\_):

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10. Do adjusters/examiners have authority to make coverage decisions?  Yes  No  
If yes, please describe authority including name of grantor (s): \_\_\_\_\_

---

11. Do adjusters/examiners have authority to settle claims?  Yes  No  
If yes, please detail maximum amount and other limitations:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Does Applicant engage in structuring and/or placement of structured settlements?  Yes  No  
If yes, please provide details:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. Does Applicant perform any public adjusting services on behalf of a claimant?  Yes  No  
If yes, (a) provide details and (b) indicate estimated receipts :  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. List largest five insurance company clients (by revenue to your firm) for whom you are adjusting claims:  
(1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_  
(4) \_\_\_\_\_ (5) \_\_\_\_\_

15. Provide percentage of Applicant's revenue in past 12 months from the following; (must total 100%):  
Insurance Companies \_\_\_\_\_%; Self Insured Accounts \_\_\_\_\_%; Public Adjusting \_\_\_\_\_%

16. Is the Applicant involved in any of the following?  
(If yes to any of these listed below, please provide a detailed explanation)

Safety engineering or inspection	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Marine survey work	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Acting as a claims supervisor for any self- insureds	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Auditing	<input type="checkbox"/> Yes	<input type="checkbox"/> No

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

**THIS SUPPLEMENTAL APPLICATION MUST BE SIGNED AND DATED BY THE SAME PERSON  
REQUIRED TO SIGN AND DATE MISCELLANEOUS PROFESSIONAL LIABILITY APPLICATION (FORM  
#MEO 102(08/08) OR MEO 102(08/08)**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

MEO 107 (08/08)

PLEASE COMPLETE THIS SUPPLEMENTAL APPLICATION FOR THE PROFESSION SHOWN IN THE TITLE ABOVE. THIS IS A SUPPLEMENTAL APPLICATION TO THE MISCELLANEOUS PROFESSIONAL LIABILITY APPLICATION FORM MEO 101 (08/08) OR MEO 102 (08/08) WHICH MUST BE COMPLETED AND ACCOMPANY THIS SUPPLEMENTAL APPLICATION. THIS SUPPLEMENTAL APPLICATION MUST BE SIGNED BY THE SAME PERSON WHO IS REQUIRED TO SIGN THE MISCELLANEOUS PROFESSIONAL LIABILITY APPLICATION.

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1. Applicant Name (SHOULD MATCH THAT GIVEN IN ANSWER TO QUESTION #1 OF THE MISCELLANEOUS PROFESSIONAL LIABILITY APPLICATION FORM MEO 101 (08/08) OR MEO 102 (08/08))

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Indicate the number of staff by categories listed below (count each person only once):

<u>Description</u>	<u>Full Time</u>	<u>Part Time</u>	<u>Total</u>
Principals	_____	_____	_____
Licensed Brokers (employees and independent contractors)	_____	_____	_____
Licensed Agents (employees and independent contractors)	_____	_____	_____
Property Management employees	_____	_____	_____
Appraisal employees	_____	_____	_____
Insurance Department employees	_____	_____	_____
Clerical employees	_____	_____	_____
Other employees (*)	_____	_____	_____
TOTAL STAFF:	_____	_____	_____

(\*) Describe duties/services/titles of all such employees: \_\_\_\_\_

\_\_\_\_\_

3. Indicate the average sales price of the prior year's closed residential sales transactions: \$ \_\_\_\_\_
4. What was the highest residential sales price in the past 12 months? \$ \_\_\_\_\_ ; highest commercial \$ \_\_\_\_\_
5. (a) Is the Applicant a member of any national franchise, referral or relocation organization?  Yes  No  
If yes, please indicate franchisor name(s): \_\_\_\_\_
- (b) Does franchisor require Applicant to insure franchisor under the policy for which you are applying?  Yes  No

6. Indicate transactions and fees and commissions before expenses and before splits with others, in these categories:

Description	Gross Revenue Last 12 Months	Number of Transactions	% Sold with Warranty	Projected Revenues Next 12 Mos.	Projected # of Transactions Next 12 Months
Residential sales (including farms)					
Commercial sales (including residential property over 5 units) and commercial agriculture.)					
Vacant land zoned for residential usage					
Residential Property Management					
Commercial Property Management					
Farm Management					
Residential Real Estate Leasing					
Commercial Real Estate Leasing					
Real Estate Consulting					
Mortgage Brokerage					
Referral					
Other (describe)					
<i>Total</i>					

7. (a) Indicate the total number of transactions in the past 12 months in which the Applicant represented both the buyer and the seller in the sale of real property: \_\_\_\_\_ .  
 (b) On a separate attachment to this Supplement, describe your risk management procedures and formalized processes undertaken to reduce potential for claims arising out of such dual representation.

8. Is the Applicant, or any subsidiary, parent or other related organization, or any officer, director or employee of Applicant or any subsidiary or other related organization, engaged in any of the following?

- Real Estate Development, Construction or Construction Management  Yes  No
- Mortgage Brokerage  Yes  No
- Mortgage Banking  Yes  No
- Business Opportunity Brokerage  Yes  No
- Formation, management, organization or sales of group investments or syndications including limited partnerships, general partnerships, real estate investment trusts or corporations  Yes  No
- Insurance Agency or Brokerage  Yes  No
- Title Search, Abstractor or land surveying  Yes  No
- Escrow Agency  Yes  No
- Property Inspection  Yes  No
- Auctioneering Services  Yes  No
- 1031 real estate transactions  Yes  No

For YES responses in question 8. attach a separate sheet attached to this Supplement with (a) a complete description of services provided and (b) revenue derived from each specific activity.

9. Does any client represent greater than 10% of the Applicant's annual gross revenue?  Yes  No  
 If yes, please (a) identify the client (s) and (b) describe services performed and (c) detail any ownership or investment relationship the Applicant has with the client(s) :

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10. Does the Applicant ever have any direct or indirect beneficial ownership interest as a buyer or a seller of real property?  Yes  No  
 If "Yes", attach a separate sheet to this Supplement detailing the following information: (a) the number of transactions in which the Applicant sells property in which any ownership interest is maintained; (b) the percentage of ownership maintained by the Applicant in each such property; (c) the total revenue derived from the sale of each such property; (d) what quality control procedures are currently in place to assist in avoidance of claims alleging self dealing; (e) what disclosures are made, and to whom, regarding Applicant's ownership interests?

11. Regarding internal procedures, practices and risk management: techniques, does the Applicant::

- a. have an in-house procedures manual?  Yes  No
- b. have in-house training sessions?  Yes  No
- c. have a specific training program for new sales associates?  Yes  No
- d. use standard real estate trade association purchase/sale contracts?  Yes  No
- require all agents to perform a physical inspection of the property?  Yes  No
- require use of all applicable state required disclosure forms?  Yes  No
- use a closing document checklist?  Yes  No
- e. use legal counsel to review contracts and disclosure forms, and for compliance matters?  Yes  No
- f. offer a Home Warranty Program to Residential Clients?  Yes  No

12. Do you manage property?  Yes  No **If NO, skip to question 22.**

13. Please provide a breakdown below of all properties managed during the past fiscal year:

<u>Market Property Type</u>	<u>Number of Units</u>	<u>Gross Property Management Income</u>	<u>Estimated Property Value</u>
a. 1-4 Family Residential		\$	\$
b. Apartments		\$	\$
c. Condos & Co-Ops		\$	\$
d. Shopping Centers		\$	\$
e. Office Buildings		\$	\$
f. Commercial/Industrial		\$	\$
g. Farms		\$	\$
h. Other		\$	\$

14. Does the Applicant or any of its principals, owners, directors, officers, partners, employees or family members have any ownership Interest in any property managed by the Applicant?  Yes  No  
 If Yes, attach a separate sheet to this Supplement detailing: (a) the number of transactions in which the Applicant manages property in which any ownership interest is maintained; (b) the percentage of ownership maintained by the Applicant in each such property; (c) the total revenue derived from the management of each property; (d) what quality control procedures are currently in place to assist in the avoidance of potential self dealing claims and provide the proper disclosures to all parties involved in the transaction.

15. Is the Applicant certified as a property manager?  
 If yes, please indicate certification. \_\_\_\_\_

16. Is a budget prepared for each property managed?  Yes  No  
 If no, please explain. \_\_\_\_\_

17. Is a credit report and reference check obtained on each prospective tenant?  Yes  No  
 If no, please explain. \_\_\_\_\_

18. Does the Applicant manage any properties under contract with a financial institution, regulatory body or on behalf of any trustee for properties in receivership, or any other form of bankruptcy protection?  Yes  No

If yes, please explain. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

19. Is Applicant responsible for maintaining insurance coverage on properties managed?  Yes  No

20. Are all properties insured for comprehensive general liability with limits of liability of at least \$1,000,000 for each occurrence?  Yes  No

If no, please explain. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

21. Are certificates of insurance obtained on all properties?  Yes  No

If no, please explain. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

22. Do you appraise real estate?  Yes  No; **If No, skip #23 through #30 and sign and date Supplement.**

23. Please provide breakdown of real estate appraisals and fees for the most recent fiscal year.

Type of Property	Number of Appraisals	Appraisal Fees
Single Family Dwelling		
Commercial Property		
Industrial Property		
Multi Unit Residential		
Farms and Ranches		
Land		
Personal Property		

24. Are appraisal fees charged always independent of the appraisal value?  Yes  No

If no, please explain. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

25. Has Applicant ever conducted an appraisal on property in which the Applicant or any of its principals, owners, partners, directors, officers, employees or family members had an ownership interest?  Yes  No

If yes, please explain. \_\_\_\_\_  
 \_\_\_\_\_

26. Does or has the Applicant or any of its principals, owners, directors, officers or employees have an ownership interest in any loan company, mortgage broker, mortgage company or other lender?  Yes  No

If yes, please explain. \_\_\_\_\_  
 \_\_\_\_\_

27. Does, or has, any bank, savings & loan, mortgage broker or mortgage company or any other lender have an ownership interest in the Applicant?  Yes  No

If yes, please explain. \_\_\_\_\_  
 \_\_\_\_\_

28. Please complete this chart regarding appraisal clients by category, for the most recent fiscal year.

Type of Client	Number of Appraisals	Appraisal Fees
Seller		
Prospective Buyer		
Owner (for purposes other than sale)		
Lender/Financial Institution		
Estate or Tax		
Developer		
Investor/ Syndicator		
Other, describe		

29. Do Applicant's appraisals always include?

- a. Name of client?  Yes  No
- b. A statement of purpose of the appraisal?  Yes  No
- c. A definition of the value estimated?  Yes  No
- d. A description of the property and interest being appraised?  Yes  No
- e. A summary of facts upon which the appraisal is based?  Yes  No
- f. A statement of conclusions reached and list of any qualifications or limitations?  Yes  No
- g. A statement of assumptions and conditions?  Yes  No
- h. A statement that the appraiser does not (or does) have a present interest in the property, and, if so, provide a description of interest?  Yes  No
- i. Photographs of the property?  Yes  No

30. Furnish the following for all individuals involved in conducting appraisals:

Name of Appraiser	Years of Experience	Professional Association Membership	Type of License

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SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_



THIRD PARTY ADMINISTRATOR AND BENEFIT PLAN CONSULTANTS SUPPLEMENTAL APPLICATION

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Three horizontal lines for entering the applicant name.

2. Indicate approximate percentage of all operations in which Applicant is engaged (must total 100%):

Administration of health & welfare plans \_\_\_\_\_%
Administration of pension plans \_\_\_\_\_%
Claims examination and handling - benefit plans \_\_\_\_\_%
Claims examination and handling - property/casualty insurance \_\_\_\_\_%
Actuarial services (related to administration of clients' plans) \_\_\_\_\_%
"Stand Alone" actuarial services \_\_\_\_\_%
If any, provide description: \_\_\_\_\_

Computer services related to administration of clients' plans \_\_\_\_\_%
If any, provide description: \_\_\_\_\_

"Stand Alone" computer services \_\_\_\_\_%
If any, provide description: \_\_\_\_\_

Placement of "stop- loss" or reinsurance products for a fee or commission \_\_\_\_\_%
Placement of A&H and/or life insurance products used to fund plans administered by the Applicant \_\_\_\_\_%
Utilization review/cost containment \_\_\_\_\_%
Risk management services \_\_\_\_\_%
Plan design/consulting services \_\_\_\_\_%
Loss control or engineering services \_\_\_\_\_%
Claims audit services \_\_\_\_\_%
Telemarketing services \_\_\_\_\_%
If any, provide description: \_\_\_\_\_

Workers' Compensation \_\_\_\_\_%
Litigation management services \_\_\_\_\_%
Data processing \_\_\_\_\_%
Placement of "stop-loss" or reinsurance \_\_\_\_\_%
Other\* \_\_\_\_\_%\*

Must total 100%

\*Detail: \_\_\_\_\_

3. Please give percentage of revenue derived from the following types of client insurance/benefit plans:

Property/Casualty Insurance/Risk Management	_____	%
Taft-Hartley (Union) Plans	_____	%
Multi-Employer Plans	_____	%
Single Employer Plans	_____	%
Pension and/or Profit Sharing Plans	_____	%
Multiple Employer Trusts (METs, MEWAs) *	_____	%*
Public/Government Plans	_____	%
Health and Welfare Plans	_____	%
Insurance Carriers	_____	%
Association Plans	_____	%
Corporate Plans	_____	%

\*If an entry, provide details: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Total number of plans administered at present: \_\_\_\_\_

5. Total number of participants in all plans presently administered by the Applicant: \_\_\_\_\_

6. Total annual contributions to all plans administered by the Applicant: \$ \_\_\_\_\_

7. Total annual benefit and insurance payments issued for all plans administered by Applicant: \$ \_\_\_\_\_

8. Specify the percentage of clients' plans that are:

Fully Insured	_____	%
Split Funded (partially insured)	_____	%
Self Insured	_____	%

9. Does the Applicant, its partners, directors, officers or employees act as trustee for any clients or non-clients?  Yes  No

If yes, please explain. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Percentage of annual revenues derived solely from contract administration services: \_\_\_\_\_%

11. Does Applicant provide any investment advice or recommendations regarding funding mechanisms?  Yes  No

If yes, please explain. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. (a) Does Applicant performs utilization review or cost containment services in conjunction with administration of clients' employee benefit plans?  Yes  No

(b) If yes, has the Applicant established a separate company or corporate entity to perform such services?  Yes  No

If yes to (b), please explain. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. Describe the measures which the Applicant has instituted to ensure that various client plans are in compliance with ERISA or other applicable statutes: \_\_\_\_\_  
\_\_\_\_\_

14. To what extent are outside attorneys, accountants, actuaries and CPAs utilized in order to comply with ERISA or other applicable statutes? \_\_\_\_\_

15. Provide the name and address of law firm (s) utilized by Applicant in providing services: \_\_\_\_\_  
\_\_\_\_\_

16. Provide the name and address of accounting firm(s) utilized by Applicant in providing services: \_\_\_\_\_  
 \_\_\_\_\_
17. If actuarial services are provided, please list actuarial staff and certification level: \_\_\_\_\_  
 \_\_\_\_\_
18. Has the Applicant formed or managed any Preferred Provider or similar Managed Care Organizations?  Yes  No  
 If yes, please detail: \_\_\_\_\_  
 \_\_\_\_\_
19. Does (or has) the Applicant formed or managed any insurance captive, rent-a- captive, risk retention group or insurance pooling arrangement?  Yes  No  
 If yes, please detail: \_\_\_\_\_  
 \_\_\_\_\_
20. (a) Have "stop-loss" carryovers ever been changed?  Yes  No  
 If yes, when and why? \_\_\_\_\_  
 \_\_\_\_\_
- (b) What types of safeguards are in place in order to avoid potential claims arising out of such changes and/or disruptions in continuity? \_\_\_\_\_  
 \_\_\_\_\_
- (c) Are "stop-loss" placements ever made with carriers when there is a less than a 30 day window for turnaround and acknowledgement?  Yes  No  
 If yes, please describe what procedures are in place to ensure review and completion within such 30 day window?  
 \_\_\_\_\_  
 \_\_\_\_\_
21. Has there been any client turn-over in the past 12-24 months?  Yes  No  
 If yes, (a) the number of clients lost and (b) reason for the business relationship ending. \_\_\_\_\_  
 \_\_\_\_\_
22. Has the Applicant established procedures to ensure compliance with HIPPA?  Yes  No  
 If no, please explain. \_\_\_\_\_  
 \_\_\_\_\_
- a) Does the Applicant have a dedicated employee in charge of creating policies and monitoring procedures to ensure HIPPA compliance?  Yes  No
- b) Has the Applicant identified the permitted and required uses of Protected Health Information?  Yes  No
- c) Has the Applicant established policies to ensure proper usage and/or disclosure of Protected Health Information under HIPPA?  Yes  No
- d) Does the Applicant require that any sub-contractor utilized complies with the same HIPPA compliance procedures established by the Applicant?  Yes  No
- e) Does the Applicant have procedures in place to ensure client notification of misuse or disclosure of Protected Health Information of which the Applicant becomes aware?  Yes  No
- f) Does the Applicant have procedures in place to provide each plan participant with access to, and the ability to amend, Protected Health Information as required by HIPPA?  Yes  No

- g) Does the Applicant have procedures in place allowing for its books and records to be available for inspection by the Department of Health and Human Services for purposes of determining the plan's compliance with the HIPPA Privacy Rule?  Yes  No
- h) Has the Applicant taken steps to train/educate all employees on HIPAA exposures and compliance?  Yes  No
- i) Does the Applicant have procedures in place that will allow for the return or destruction of all Protected Health Information received from, created or obtained for administration of the plan?  Yes  No

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SIGNED \_\_\_\_\_

DATE: \_\_\_\_\_



**COLLECTION AGENT  
SUPPLEMENTAL APPLICATION**

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

a. Describe the main type(s) of collections handled? \_\_\_\_\_

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

b. What is the average dollar value of collections? \$ \_\_\_\_\_

c. What is the highest amount of any collection done in the past twelve months? \$ \_\_\_\_\_

2. Are Applicant's fees contingent upon successful collection (i.e., does the Applicant receive a percentage or commission on each successful collection)?  Yes  No

If yes, please explain terms and conditions: \_\_\_\_\_

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

3. Are controls/procedures in place to ensure that the Applicant complies with the provisions of the Fair Debt Collections Practice Act (FDCPA)?  Yes  No

a. Are Applicant's procedures in compliance with the FDCPA regarding types of communication with the consumer when collecting debt?  Yes  No

b. Are procedures in place that comply with the FDCPA regarding all types of communication with third parties when collecting debt?  Yes  No

c. Are procedures in place that comply with the FDCPA to ensure employee conduct is not considered abusive or harassing when collecting debt?  Yes  No

d. Are procedures in place in compliance with the FDCPA to ensure employees do not make false or misleading representations when collecting debt?  Yes  No

4. Are controls/procedures in place to ensure that the Applicant complies with applicable state law regarding the collection of debt?  Yes  No

5. Does the Applicant engage in any repossession activities?  Yes  No  
If YES, please indicate percentage of total revenues derived from such activities and types of property repossessed.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Are any collections referred to outside attorneys for legal action on behalf of clients?  Yes  No  
If YES, please indicate how often and under what circumstances outside attorneys are engaged:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Does Applicant purchase debt from others and perform collection services on such purchased debt?  Yes  No  
If YES provide explanation:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Is the Applicant involved in factoring of accounts receivable? If yes, explain:  Yes  No  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Has any complaint ever been made against the Applicant to any Grievance Committee, Collector Association, Better Business Bureau, or similar organizations? If yes, provide dates and details.  Yes  No  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Has Applicant ever been convicted of a violation of any statute applying to Collection Agencies?  Yes  No  
If yes, provide dates and details \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_



**INSURANCE AGENTS AND BROKERS  
SUPPLEMENTAL APPLICATION**

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

2. Indicate percent of Applicant's total revenues earned from the sale of the following: (Must total 100%)

Property, casualty, life and health insurance	_____ %	Fixed rate annuities	_____ %
Premium Financing	_____ %	Variable rate annuities	_____ %
Real Estate	_____ %	Mutual funds	_____ %
Other *	_____ %*	*Please Detail: _____	

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

3. Indicate percentage of the current annual premium volume in Applicant's capacity as: (Must total 100%)

- a) Retail agent, accepting business direct from clients \_\_\_\_\_ %
- b) Retail broker, accepting business direct from clients \_\_\_\_\_ %
- c) Wholesale Broker, accepting business from retail brokers and agents \_\_\_\_\_ %
- d) Managing General Agent with underwriting authority only \_\_\_\_\_ %
- e) Managing General Agent, with both underwriting and claims payment authority \_\_\_\_\_ %
- f) Consultant (for fee) \_\_\_\_\_ %
- g) Other \* \_\_\_\_\_ %\*

\* Provide details: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Enter annual premium written with:

Excess & Surplus Lines ("non admitted" and "alien") insurance companies: \$ \_\_\_\_\_  
 Assigned Risk, Government Pools and Fair Plans: \$ \_\_\_\_\_

5. Enter total, annual premium volume for these insurance products and indicate percent of each to total premium volume:

A. Personal and Commercial Life and Accident/Health:

Group Life, Accident/Health	\$ _____	_____ %
Individual Life, Accident/Health	\$ _____	_____ %
All annuity products	\$ _____	_____ %
<b>TOTAL:</b>	<b>\$ _____</b>	<b>_____ %</b>

B. Personal Lines:

Automobile:	\$ _____	_____ %
Homeowners:	\$ _____	_____ %
Other personal lines	\$ _____	_____ %
<b>TOTAL:</b>	<b>\$ _____</b>	<b>_____ %</b>

C. Commercial Lines:

Primary General Liability:	\$ _____	_____ %
All Workers Compensation:	\$ _____	_____ %
Primary Commercial Auto:	\$ _____	_____ %
Commercial Multi-Peril:	\$ _____	_____ %
Other Commercial Property:	\$ _____	_____ %
Inland Marine:	\$ _____	_____ %
Wet Marine:	\$ _____	_____ %
Contract Bonds & Misc. Surety:	\$ _____	_____ %
Crime & Fidelity:	\$ _____	_____ %
Aviation:	\$ _____	_____ %
Umbrella/ and Excess:	\$ _____	_____ %
Medical Professional - physicians:	\$ _____	_____ %
Medical Professional – hospitals and medical groups:	\$ _____	_____ %
Non Medical Professional Liability:	\$ _____	_____ %
Directors & Officers, Employment Practices & Fiduciary:	\$ _____	_____ %
Other (Specify)*		
* _____	\$ _____	_____ %
* _____	\$ _____	_____ %
<b>TOTAL:</b>	<b>\$ _____</b>	<b>_____ %</b>

6. Do you act as a Managing General Agent (accepting business from brokers and agents with the authority to underwrite, quote, and bind coverage on behalf of an Insurer) ?  Yes  No  
 If yes, complete information below for each such Insurer.

NAME OF INSURER	INSURANCE PRODUCT LINES WITHIN YOUR AUTHORITY	# YRS. HAVING SUCH AUTHORITY WITH THIS INSURER	DOES AUTHORITY INCLUDE CLAIMS SETTLEMENT AUTHORITY
i. _____	_____	_____	_____
ii. _____	_____	_____	_____
iii. _____	_____	_____	_____

(attach additional sheet if necessary)

7. List all Insurers with whom you place business who have either (a) no A. M. Best Co. rating or, (b) an A.M. Best Co. rating below A minus, and indicate your present premium volume with each (include Insurers and volume placed via Excess & Surplus Lines Brokers ("Wholesalers") and Managing General Agents):

<u>Insurer</u>	<u>Annual Premium Volume</u>
i. _____	\$ _____
ii. _____	\$ _____
iii. _____	\$ _____

(attach additional sheet if necessary)

8. List the information requested below for the Excess & Surplus Lines Brokers ("Wholesalers") or Managing General Agents who account for the three largest volumes of business you place with such entities.

Complete Name of Excess & Surplus Lines Broker ("Wholesaler") or Managing General Agent	Annual Premium Volume
i. _____	\$ _____
ii. _____	\$ _____
iii. _____	\$ _____

9. Does Applicant provide Risk Management or Consulting services for a fee?  Yes  No  
 If yes, (a) detail services provided and (b) gross revenues from such services: \_\_\_\_\_

\_\_\_\_\_

10. Does Applicant perform Loss Control, Loss Prevention, OSHA or safety inspections for a fee?  Yes  No  
 If Yes, (a) detail such services and (b) gross revenues from such services: \_\_\_\_\_

\_\_\_\_\_

11. Does Applicant perform Third Party Administration ("TPA") services?  Yes  No  
 If yes, Complete Third Party Administrators Supplemental Application

12. Are Applicant's files marked to ensure certificate holders are notified of cancellation or material changes?  Yes  No

13. Does Applicant check all notices of cancellation and non renewal to assure compliance with policy cancellation and non renewal rules and statutory requirements?  Yes  No

14. Has Applicant established back-up procedures when the firm's licensed personnel are away from the office?  Yes  No
15. Does the Applicant utilize a diary/ suspense system?  Yes  No
16. Has the Applicant established and documented a specific orientation program for new employees?  Yes  No
17. Does Applicant maintain a computer program controlled system for binder issuance?  Yes  No  
 If No, detail system used: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
18. Does Applicant maintain a computer program control that prepares expiration lists?  Yes  No  
 If No, detail controls in place to create accurate and timely expiration lists: \_\_\_\_\_  
 \_\_\_\_\_
19. Does Applicant advise clients that insurance cannot be bound based upon client's voice mail request?  Yes  No  
 If Yes, describe method (s): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
20. Does Applicant have an established procedure to follow to provide information to policyholders whose coverage has changed from an occurrence - based policy form to a claims-made based policy form, and vice -versa?  Yes  No

THIS SUPPLEMENTAL APPLICATION MUST BE SIGNED AND DATED BY THE SAME PERSON REQUIRED TO SIGN AND DATE MISCELLANEOUS PROFESSIONAL LIABILITY APPLICATION FORM # MEO 101 OR MEO 102 (08/08)

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

## MANAGEMENT CONSULTANT SUPPLEMENTAL APPLICATION

PLEASE COMPLETE THIS SUPPLEMENTAL APPLICATION FOR THE PROFESSION SHOWN IN THE TITLE ABOVE. THIS IS A SUPPLEMENTAL APPLICATION TO THE MISCELLANEOUS PROFESSIONAL LIABILITY APPLICATION FORM MEO 101 (08/08) OR MEO 102 (08/08) WHICH MUST BE COMPLETED AND ACCOMPANY THIS SUPPLEMENTAL APPLICATION. THIS SUPPLEMENTAL APPLICATION MUST BE SIGNED BY THE SAME PERSON WHO IS REQUIRED TO SIGN THE MISCELLANEOUS PROFESSIONAL LIABILITY APPLICATION.

THIS SUPPLEMENTAL APPLICATION ALONG WITH MISCELLANEOUS PROFESSIONAL LIABILITY APPLICATION FORM MEO 101 (08/08) OR MEO 102 (08/08) ITS ATTACHMENTS AND ALL PREVIOUS APPLICATIONS SHALL SERVE AS THE BASIS FOR THE POLICY, AND SHALL BECOME PART OF THE POLICY AS IF PHYSICALLY ATTACHED. THE *INSURER* RELIES ON THE APPLICATION AND THIS SUPPLEMENTAL APPLICATION IN ISSUING THE POLICY. COVERAGE IS AFFORDED ONLY IF AND TO THE EXTENT INDICATED BY THE TERMS AND CONDITIONS OF THE POLICY IF ISSUED.

1. Applicant Name (SHOULD MATCH THAT GIVEN IN ANSWER TO QUESTION #1 OF THE MISCELLANEOUS PROFESSIONAL LIABILITY APPLICATION FORM MEO 101 (08/08) OR MEO 102 (08/08))

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2. Enter percentages of Applicant's current year revenues for each category of consultancy (must total 100%):

Organizational Structure	_____%	Investment Counseling	_____%
Employee Evaluation	_____%	Leveraged Buyouts	_____%
System Analysis	_____%	Risk Management	_____%
Long Range Planning	_____%	Benefit Consulting	_____%
Marketing	_____%	Data Processing Consulting	_____%
Merger/Acquisition	_____%	Product Development	_____%
Strategic Advice	_____%	Tax Consulting	_____%
Outsourcing Consulting	_____%	Public Relations	_____%
Other	_____% (Please describe) _____		

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3. Are Applicant's fees contingent upon cost reductions?  Yes  No

4. Within the past five (5) years has the Applicant provided advice/consulting services with regard to any of the following:

- |   |                               |                             |
|---|-------------------------------|-----------------------------|
| a) Methods of financing/obtaining funds                                 | <input type="checkbox"/> YES* | <input type="checkbox"/> NO |
| b) Management of trust funds or investment portfolios                   | <input type="checkbox"/> YES* | <input type="checkbox"/> NO |
| c) Mergers, acquisitions, capitalizations, divestitures or liquidations | <input type="checkbox"/> YES* | <input type="checkbox"/> NO |
| d) Business valuations or appraisals                                    | <input type="checkbox"/> YES* | <input type="checkbox"/> NO |
| e) Environmental consulting   | <input type="checkbox"/> YES* | <input type="checkbox"/> NO |

5. Does Applicant consult on, supervise or manage any escrow accounts, trust funds, insurance plans or investment portfolios?  YES\*  NO



THIS ENDORSEMENT CHANGES THE POLICY, READ IT CAREFULLY.

To be attached to and form part of Policy No:

Effective Date of Endorsement:

Issued to:

Endorsement No:

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INSURANCE AGENTS AND BROKERS ENDORSEMENT

It is agreed that Section V., Exclusions, is amended to include the following additional exclusions: This policy does not apply to any *Claim* based upon or arising out of:

1. any actual or alleged conversion, misappropriation or improper commingling of client funds or funds held on behalf of a client, or failure to collect or safeguard any money;
2. any actual or alleged guarantee of any future premium payment, any investment result or return, any interest rate or yield or any tax consequence in connection with any life insurance product, annuity, mutual fund or security;
3. the bankruptcy of, suspension of payments or failure to pay monies or claims due, in whole or in part, by any:
  - a. broker or dealer in securities or commodities;
  - b. bank or banking firm;
  - c. insurance, reinsurance or bonding company;
  - d. self-insurance plan, insurance pool or reciprocal, captive insurance company or risk retention group;
  - e. managed care organization, health maintenance organization, preferred provider organization, independent physician organization or physician hospital organization;

*(Exclusion 3. continues with the language in the box checked below)*

- however, this exclusion 3. shall not apply to any *Claim* for a *Wrongful Act* resulting from the *Named Insured's* placement of bonds or insurance coverage with a bonding or insurance company rated A- or higher by A.M. Best Company as of the effective date of such bond or insurance policy.
- however, this exclusion 3. shall not apply to any *Claim* for a *Wrongful Act* resulting from the *Named Insured's* placement of bonds or insurance coverage with the following insurers:

All other terms, conditions and limitations of the policy remain unaltered.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

THIS ENDORSEMENT CHANGES THE POLICY, READ IT CAREFULLY.

To be attached to and form part of Policy No:

Effective Date of Endorsement:

Issued to:

Endorsement No:

---

MORTGAGE BROKER ENDORSEMENT

In consideration of the premium charged it is agreed that Section V., Exclusions, is amended by addition of the following exclusions;

- any commingling of or inability or failure to pay, collect or safeguard money;
- any defective Title of Deed;
- any violation of the rules and regulations of the National Association of Security Dealers (NASD) or the Securities Exchange Commission (SEC) or any State securities regulatory agency or securities laws of any jurisdiction;
- any syndication activities;
- guaranteeing of the availability of funds or specified rate of return and/or interest;
- services performed for any entity which is owned or controlled by the *Insured* or for any entity which owns or controls the *Insured* or for any entity which is affiliated with the *Insured* through any common ownership;
- any *Claim* in connection with, or arising out of, the gaining of any profit or advantage (including but not limited to yield spread premiums) to which the *Insured* is not legally entitled, or out of any disputes involving the fees, or charges imposed by the *Insured*
- any disputes based upon or arising out of or in any way involving any loan's yield spread premium;
- any *Claim* alleging or involving, directly or indirectly, the sale, purchase, participation, grant commitment, restructure, termination, transfer, repossession or foreclosure on any loan, lease or extension of credit, provided, however, that the above does not apply to *Claims* solely involving 1-4 family residential mortgages, or to *Claims* involving a failure to adhere to detailed foreclosure instructions pursuant to a written servicing contract;
- any *Claim* in any way involving or alleging, directly or indirectly, any security holder's or investor's interest in securities or obligations backed by mortgage loans, including but not limited to, mortgage-backed securities, mortgage pass-through certificates, collateralized mortgage obligations ("CMO's") or the filing of any registration statement in connection therewith;
- any *Claim* arising out of or connected with any transaction involving a loan funded with the *Insured's* own capital or where any loan or loans are owned by the *Insured* for more than three (3) months; however, this exclusion shall not apply as respects loans which are funded utilizing a warehouse line of credit and are subsequently sold within 90 days after taking legal title;
- any claim in which the *Insured* has a direct or indirect beneficial ownership interest as a buyer or seller of real property; however, this exclusion shall not apply as respects loans which are funded utilizing a warehouse line of credit, and the loan is for immediate resale and has entered into a written contract to sell no later than ninety (90) days after taking legal title;
- any claim arising out of or in any way involving the servicing of loans;
- the *Insured's* failure to repurchase any loan(s).

All other terms, conditions and limitations of the policy remain unaltered.

---

Authorized Representative

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Date

THIS ENDORSEMENT CHANGES THE POLICY, READ IT CAREFULLY.

To be attached to and form part of Policy No:

Effective Date of Endorsement:

Issued to:

Endorsement No:

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SUB-PRIME LOAN LENDING EXCLUSION

In consideration of the premium charged it is agreed this policy shall not apply to *Damages* or to *Defense Expenses* resulting from any *Claim* based upon or arising out of any *Professional Services* in which a sub - prime loan is or was advocated, offered, sold, brokered, serviced or purchased by the *Insured*.

The term "sub-prime loan" shall mean:

1. a loan issued to a mortgagor with a FICO ("Fair Isaac Company") score of 640 or less;
2. a loan made with a loan to value (LTV) ratio of 90% or greater.
3. a "2/28" adjustable rate mortgage with a loan to value (LTV) ratio of 85% or greater;
4. a " no documentation" loan or " low documentation" loan made with a loan to value (LTV) ratio greater than 80%;
5. a loan made with a housing expense ratio of 28% or greater;
6. a loan made with a total expense ratio of 36% or greater;
7. a piggyback mortgage.

All other terms, conditions and limitations of the policy remain unaltered.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

THIS ENDORSEMENT CHANGES THE POLICY, READ IT CAREFULLY.

To be attached to and form part of Policy No:

Effective Date of Endorsement:

Issued to:

Endorsement No:

**TITLE AGENT/ABSTRACT/ESCROW AGENTS ENDORSEMENT**

It is hereby agreed that Section V. **EXCLUSIONS** is amended by addition of these exclusions: This policy does not apply to any *Claim* based upon or arising out of:

- any defect in title (1) not disclosed of public record, or (2) of which any *Insured* had actual or constructive knowledge at the date of issuance of insurance of such title of such defect;
- any breach of authority delegated by a title insurer to the *Insured* as an agent of a said title insurer;
- any services performed, or which should have been performed in the *Insured's* capacity as an attorney-at-law;

However, if a *Claim* arises concurrently from the *Insured's* services as both an attorney and in performance of *Professional Services* as detailed in part (A) of this endorsement, then with respect to *Defense Expenses* and to *Damages*, the *Insured* and *Insurer* agree to use their best efforts to determine a fair and proper allocation of the amount of *Defense Expenses* and *Damages* to be insured under this policy;

- any notarizing, certifying or acknowledging any signature by the *Insured* if said signature is not signed in front of the *Insured* at the time of such notarization, certification or acknowledgment;
- the handling or disbursement of funds, including, but not limited to closing activities, or insurance placement; provided, however, this exclusion shall not apply to any *Claim* arising out of the *Insured's* services as an escrow agent;
- payment or disbursement of funds in connection with building construction by the *Insured* without prior receipt of an architect's certificate which was a condition of such payment or disbursement of funds;
- any payment without prior receipt of appropriate waivers or release of lien from the subcontractors involved, where work or materials have been supplied by subcontractors;
- faulty workmanship or defective materials or breaches of contract on the part of contractors or subcontractors;
- making a payment without prior receipt of appropriate waivers or releases of lien from the general contractor;
- any willful or intentional failure on the part of any *Insured* to comply with escrow instructions;
- the performance or failure to perform services for any entity which any *Insured* is a director, officer, partner or stockholder;
- actual or alleged commingling of funds or monies;

All other terms, conditions and limitations of the policy remain unaltered.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

THIS ENDORSEMENT CHANGES THE POLICY, READ IT CAREFULLY.

To be attached to and form part of Policy No:

Effective Date of Endorsement:

Issued to:

Endorsement No:

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CONTINGENT BODILY INJURY AND PROPERTY DAMAGE EXTENSION

1. It is agreed that Section V., Exclusions., Exclusion 2. is amended by the addition of the following section:

(c) However, paragraphs (a) and (b) herein shall not apply when such is a result of a *Wrongful Act* committed by an *Insured* in the performance of *Professional Services*, provided always that:

- 1) such *Wrongful Act* was not the proximate cause of such, and
- 2) there is no other insurance applicable to such *Claim*.

2. The following exclusions are added to Section V.; however, such additional exclusions hereunder are applicable solely to the coverage extension granted in 1, above:

- This policy does not apply to any *Claim* based upon or arising out of or attributable to, the ownership, maintenance, operation, use, loading of any motor vehicle, aircraft or watercraft owned or operated by or loaned to any *Insured*;
- This policy shall not apply to any *Claim* for which the *Insured* may held liable under any workers' compensation, unemployed compensation or disability benefits law, or similar law;
- This policy shall not pay on behalf of, indemnify or contribute with any other insurer for physical injury, sickness, disease or death, mental anguish or emotional distress of any employee of the *Insured* arising out of his or her employment by the *Insured*.

3. Section VI, General Conditions, paragraph J., Other Insurance, is amended to include the following paragraph; however, this additional paragraph shall apply solely to the coverage extension granted in 1. above:

- The coverage extension granted by this endorsement shall not be applicable if the *Named Insured* does not maintain in full force and effect during the *Policy Period*, Comprehensive General Liability insurance, including Products/Completed Operations and Premises/Operations coverage applying to the *Named Insured's* operations which provides Bodily Injury and Property Damage coverage in the amount of \$\_\_\_\_\_ each claim and in the aggregate with an insurer rated A- or higher by A. M. Best Co.

All other terms, conditions and limitations of the policy remain unaltered.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

THIS ENDORSEMENT CHANGES THE POLICY, READ IT CAREFULLY.

To be attached to and form part of Policy No:

Effective Date of Endorsement:

Issued to:

Endorsement No:

---

CONTINGENT BODILY INJURY EXTENSION

1. It is agreed that Section V. Exclusions, Exclusion 2. is amended by addition of the following section:

(c) However, paragraph (a) herein shall not apply when such is a result of a *Wrongful Act* committed by the *Insured* in the performance of *Professional Services*, provided always that:

- 1) such *Wrongful Act* was not the proximate cause of such, and
- 2) there is no other insurance applicable to such *Claim*.

2. The following exclusions are added to Section V.; however, such additional exclusions hereunder are applicable solely to the coverage extension granted in 1, above:

- This policy does not apply to any *Claim* based upon or arising out of or attributable to, the ownership, maintenance, operation, use, loading of any motor vehicle, aircraft or watercraft owned or operated by or loaned to any *Insured*;
- This policy shall not apply to any *Claim* for which the *Insured* may held liable under any workers' compensation, unemployed compensation or disability benefits law, or similar law;
- This policy shall not pay on behalf of, indemnify or contribute with any other insurer for physical injury, sickness, disease or death, mental anguish or emotional distress of any employee of the *Insured* arising out of his or her employment by the *Insured*.

3. Section VI, General Conditions, paragraph J., Other Insurance, is amended to include the following paragraph; however, this additional paragraph shall apply solely to the coverage extension granted in 1. above:

- The coverage extension granted by this endorsement shall not be applicable if the *Named Insured* does not maintain in full force and effect during the *Policy Period*, Comprehensive General Liability insurance, including Products/Completed Operations and Premises/Operations coverage applying to the *Named Insured's* operations which provides Bodily Injury and Property Damage coverage in the amount of \$\_\_\_\_\_ each claim and in the aggregate with an insurer rated A- or higher by A. M. Best Co.

All other terms, conditions and limitations of the policy remain unaltered.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

THIS ENDORSEMENT CHANGES THE POLICY, READ IT CAREFULLY.

To be attached to and form part of Policy No:

Effective Date of Endorsement:

Issued to:

Endorsement No:

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HOME INSPECTOR ENDORSEMENT

It is agreed that Section V., Exclusions, is amended by the addition of the following Exclusions:

This policy does not apply to any *Claim* based upon or arising out of:

- information that is not observable or detectible without entering closed walls, digging below ground level or hidden by floor covering;
- any interests, operations or activities of the *Insured* as an engineer, safety consultant, architect, real estate agent, real estate broker, real estate appraiser, real estate consultant, property manager, business manager or business broker;
- any lead or radon or lead or radon-related injury or *Damages* or any actual or alleged *Wrongful Act* involving lead or radon including their use, detection, failure to detect, inspection, exposure, presence, existence, removal, elimination or avoidance of lead or radon in any building, house structure, land, ground, environment or otherwise;
- any actual or alleged failure or omission to inspect, detect, remove or eliminate termites or other pests;
- the detection or failure to detect the quality and/or purity of water including the elimination and/or removal of any impurities which may exist.
- any actual or alleged failure or omission to inspect any septic and/or sewer systems.
- inspections performed for the purpose of ascertaining compliance with any governmental or non-governmental codes, regulations or restrictions.
- new construction and/or commercial inspections.

All other terms, conditions and limitations of the policy remain unaltered.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

To be attached to and form part of Policy No:

Effective Date of Endorsement:

Issued to:

Endorsement No:

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### PROPERTY MANAGER ENDORSEMENT

It is agreed that Section V., Exclusions is amended by the addition of the following Exclusions:

This policy does not apply to any *Claim* based upon or arising out of:

- representations or warranties, expressed, implied, or otherwise made by the *Insured*, pertaining to the guarantee of future value of real property;
- the promotion, offer, sale or management of any limited or general partnership or any interest therein;
- the failure to effect or maintain any insurance or bond;
- the failure to perform services as an insurance agent or insurance broker;
- the failure to perform services as a mortgage banker or mortgage broker;
- the failure to perform services as an escrow agent, title agent or title abstractor;
- the failure to perform services as a real estate agent, real estate broker, property developer, builder or construction manager;
- commingling or improper use of, or failure to properly segregate or safeguard funds;

MEO-E- 120 (08/08)

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Authorized Representative

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Date

THIS ENDORSEMENT CHANGES THE POLICY, READ IT CAREFULLY.

To be attached to and form part of Policy No:

Effective Date of Endorsement:

Issued to:

Endorsement No:

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ARKANSAS AMENDATORY ENDORSEMENT

1) This policy may not be canceled by the *Insurer* for any reason at any time except for non payment of the premium by the *Named Insured*. However, VI., General Conditions, A. Cancellation and Nonrenewal, paragraph #3 is deleted and replaced with the following:

3. This policy may be non-renewed by the *Insurer* by delivering to the *Named Insured* or by mailing to the *Named Insured* at its last known address written notice of such nonrenewal at least sixty days prior to the expiration of the *Policy Period*. Or prior to the anniversary date if this policy is written for a term of more than one year and with no fixed expiration date. The proof of mailing of such notice shall be sufficient proof of notice. Said notice is not required if non renewal is due to the failure of the *Named Insured* to pay the premium due for the renewal.

The notice will advise the *Named Insured* and its Agent of the availability, premium charge and importance of of purchasing the Extended Reporting Period.

2) Section III. EXTENSIONS OF COVERAGE, paragraph D. Extended Reporting Period, is amended by the addition of the following paragraph (s):

For no additional premium charge the *Named Insured* may report to the *Insurer Claims* first made against the *Named Insured* within sixty days subsequent the effective date of non renewal or cancellation of this policy, which solely are in respect of *Wrongful Acts* committed between the *Prior Acts Date* and the effective date of cancellation or non renewal. This sixty day period of time is known as the Automatic Extended Reporting Period.

At the expiration of the Automatic Extended Reporting Period the *Named Insured* may opt for the Extended Reporting Period detailed in this Section III. D. Extensions, with the following amendments thereto:

- premium paid by the *Named Insured* for the Extended Reporting Period shall be applied to the Extended Reporting Period first and any remainder applied to policy premium or deductible owed the *Insurer*;
- the premium charged for the Extended Reporting Period shall be the percent shown in Item 8 (a) of the Declarations which is the premium charge determined at inception of the policy;
- the Limit of Liability available for *Claims* first made during the Extended Reporting Period shall be the greater of (i) the remaining Limit of Liability of the policy on the date of cancellation or non renewal, or (ii) 50% of the Limit of Liability shown in Item 3. of the Declarations

3) Section IV, DEFINITIONS, definition of *Pollutants*, is amended by addition of the following sentences:

This definition shall not apply to bodily injury or property damage caused by heat, smoke, vapors or fumes from a hostile fire. Hostile fire shall mean one which becomes uncontrollable or breaks out from where it was intended to be.

All other terms, conditions and limitations of the policy remain unaltered.

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Authorized Representative

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Date

SERFF Tracking Number: REGU-125794369

State: Arkansas

Filing Company: The North River Insurance Company

State Tracking Number: EFT \$50

Company Tracking Number: TNR-MEO-08

TOI: 17.1 Other Liability - Claims Made Only

Sub-TOI: 17.1019 Professional Errors & Omissions  
Liability

Product Name: Miscellaneous Professional Liability

Project Name/Number: /

## Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: REGU-125794369

State: Arkansas

Filing Company: The North River Insurance Company

State Tracking Number: EFT \$50

Company Tracking Number: TNR-MEO-08

TOI: 17.1 Other Liability - Claims Made Only

Sub-TOI: 17.1019 Professional Errors & Omissions  
Liability

Product Name: Miscellaneous Professional Liability

Project Name/Number: /

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty

**Review Status:** Approved 09/09/2008

**Comments:**

**Attachment:**

AR NAIC Transmittal.pdf

**Satisfied -Name:** Filing Authorization Letter,  
Memorandum Regarding  
Cancellation

**Review Status:** Approved 09/09/2008

**Comments:**

**Attachments:**

1 - Filing Authorization Letter.pdf

2 - Memorandum Regarding Cancellation.pdf

## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

<b>3. Group Name</b>	<b>Group NAIC #</b>
Crum&Forster	0158

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
The North River Insurance Company	NJ	21105	22-1964135	

<b>5. Company Tracking Number</b>	TNR-MEO-08
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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
Jeremy W. Battles - IRC, LLC 50 Broad Street, Suite 501 New York, NY 10004	Manager	212-571-3884	212-571-2502	<a href="mailto:jeremybattles@irclc.com">jeremybattles@irclc.com</a>

<b>7. Signature of authorized filer</b>	
<b>8. Please print name of authorized filer</b>	Jeremy W. Battles

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

<b>9. Type of Insurance (TOI)</b>	17.1 - Other Liability - Claims Made
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	17.1019 - Professional Errors & Omissions Liability
<b>11. State Specific Product code(s) (if applicable)[See State Specific]</b>	N/A
<b>12. Company Program Title (Marketing title)</b>	Miscellaneous Professional Liability Program
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
<b>14. Effective Date(s) Requested</b>	New:    Upon Approval                      Renewal:    Upon Approval
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16. Reference Organization (if applicable)</b>	N/A
<b>17. Reference Organization # &amp; Title</b>	N/A
<b>18. Company's Date of Filing</b>	8/28/2008
<b>19. Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

**20.** This filing transmittal is part of Company Tracking # TNR-MEO-08

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

The North River Insurance Company (TNR) is submitting independent forms for use its new Miscellaneous Professional Liability Program. The corresponding rates and rules have been submitted separately, as required by your state.

This new Miscellaneous Professional Liability program provides coverage against negligent acts, errors and omissions in the performance of professional services and covers a wide range of service providers, ranging from low hazard risks such as notaries to higher, more complex risks such as mortgage brokers.

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

**Check #:** EFT  
**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.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	TNR-MEO-08			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	TNR-MEO-08			
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Miscellaneous Professional Liability - Platinum Management Protection	MEO 100 (08/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Signature Page - The North River Insurance Company	FM 206.0.12 09 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	New Business Application	MEO 101 (08/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Renewal Application	MEO 102 (08/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Claims Questionnaire	MEO 103 (08/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Mortgage Broker Supplemental Application	MEO 104 (08/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Travel Agents Supplemental Application	MEO 105 (08/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Employment Agency/ Temporary Help Supplemental Application	MEO 106 (08/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Claim Adjuster/Examiner Supplemental Application	MEO 107 (08/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Real Estate Related Classes Supplemental Application	MEO 108 (08/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

## FORM FILING SCHEDULE

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

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

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	TNR-MEO-08			
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11	TPA And Benefit Plan Consultants Supplemental Application	MEO 109 (08/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	Collection Agent Supplemental Application	MEO 110 (08/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13	Insurance Agents And Brokers Supplemental Application	MEO 111 (08/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
14	Management Consultant Supplemental Application	MEO 112 (08/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
15	Insurance Agents And Brokers Endorsement	MEO-E-113 (08/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
16	Mortgage Broker Endorsement	MEO-E-114 (08/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
17	Sub-Prime Loan Lending Exclusion	MEO-E-115 (08/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
18	Travel Agent/Abstract/ Escrow Agents Endorsement	MEO-E-116 (08/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
19	Contingent Bodily Injury And Property Damage Extension	MEO-E-117 (08/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
20	Contingent Bodily Injury Extension	MEO-E-118 (08/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

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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
21	Home Inspector Endorsement	MEO-E-119 (08/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
22	Property Manager Endorsement	MEO-E-120 (08/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
23			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
24			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
25			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
26			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
27			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
28			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
29			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
30			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

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305 Madison Avenue  
P.O. Box 1973  
Morristown, NJ 07962-1973  
973-490-6600

This letter will certify that **Insurance Regulatory Consultants, LLC (IRC)** has been given full authorization to submit filings on behalf of **The North River Insurance Company**. This authorization extends to all correspondence regarding the filings.

**Douglas M. Libby**

Name

**August 26, 2008**

Date

**Chairman and Chief Executive Officer**

Title

**The North River Insurance Company**

Company Name(s)



Signature

**(973) 490-6600**

Telephone Number

**The North River Insurance Company**  
**NAIC #: 0158-21105**  
**Miscellaneous Professional Liability Program**

## MEMORANDUM REGARDING CANCELLATION

This package is a form and rate filing on behalf of The North River Insurance Company for a new product line, Miscellaneous Professional Liability Coverage. We 'brand' The North River Insurance Company's products with the phrase "Platinum Management Protection" (copyright protection) in an effort to promote and differentiate our products to our insurance producers.

A unique way we do this in respect of this filing is to offer a policy form **THAT CANNOT BE CANCELLED FOR ANY REASON, AT ANY TIME, NO MATTER HOW SHORT OR LONG IN EFFECT**, except for the reason of non payment of premium.

This special feature provides policyholders in your state with **FAR GREATER PROTECTION THAN REGULATIONS AND STATUTES** your state requires regarding cancellation of policies. The policy wording and amendatory endorsement meet your state's requirement for Non – Renewals; however, the special feature of non cancelable coverage at any time for any reason (except for non payment of premium) provides protection to your policyholders well beyond standard cancelation requirements of your state.

THE NORTH RIVER INSURANCE COMPANY