



*Specializing in  
Property Owners and Managers,  
Healthcare Facilities  
and Personal Insurance*

## **PRIVACY EXTENSION SUPPLEMENTAL APPLICATION**

**NOTICE: THE POLICY FOR WHICH THIS APPLICATION IS MADE IS A CLAIMS MADE AND REPORTED POLICY SUBJECT TO ITS TERMS. THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE OPTIONAL EXTENSION PERIOD, PROVIDED SUCH CLAIM IS REPORTED IN WRITING TO THE UNDERWRITERS AS SOON AS PRACTICABLE BUT IN NO EVENT LATER THAN THE END OF THE POLICY PERIOD, IN ACCORDANCE WITH THE REQUIREMENTS OF THE OPTIONAL EXTENSION PERIOD, OR 60 DAYS AFTER THE POLICY PERIOD EXPIRATION DATE IN THE CASE OF A CLAIM FIRST MADE DURING THE LAST 60 DAYS OF THE POLICY PERIOD. AMOUNTS INCURRED AS DEFENSE COSTS SHALL REDUCE AND MAY EXHAUST THE APPLICABLE LIMITS OF LIABILITY AND ARE SUBJECT TO THE APPLICABLE RETENTIONS. THE UNDERWRITERS HAVE NO OBLIGATION TO PAY DEFENSE COSTS OR ANY SETTLEMENTS OR JUDGMENTS ONCE THE APPLICABLE LIMIT OF LIABILITY IS EXHAUSTED. PLEASE READ THIS POLICY CAREFULLY.**

**NOTICE TO NEW YORK APPLICANTS: THE POLICY FOR WHICH THIS APPLICATION IS MADE, IS A CLAIMS MADE POLICY. UPON TERMINATION OF COVERAGE FOR ANY REASON, A 60-DAY AUTOMATIC EXTENSION PERIOD WILL APPLY. FOR AN ADDITIONAL PREMIUM, AN OPTIONAL EXTENSION PERIOD CAN BE PURCHASED AS INDICATED IN ITEM 7. OF THE DECLARATIONS. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY ONLY APPLIES TO CLAIMS FIRST MADE DURING THE POLICY PERIOD, THE AUTOMATIC EXTENSION PERIOD OR, IF APPLICABLE, THE OPTIONAL EXTENSION PERIOD. NO COVERAGE EXISTS FOR CLAIMS MADE AFTER THE END OF THE POLICY PERIOD AND THE AUTOMATIC EXTENSION PERIOD UNLESS, AND TO THE EXTENT, THE OPTIONAL EXTENSION PERIOD APPLIES. NO COVERAGE WILL EXIST AFTER THE EXPIRATION OF THE AUTOMATIC EXTENSION PERIOD OR, IF PURCHASED, THE OPTIONAL EXTENSION PERIOD, WHICH MAY RESULT IN A POTENTIAL COVERAGE GAP IF PRIOR ACTS COVERAGE IS NOT SUBSEQUENTLY PROVIDED BY ANOTHER INSURER. DURING THE FIRST SEVERAL YEARS OF A CLAIMS-MADE RELATIONSHIP, CLAIMS-MADE RATES ARE COMPARATIVELY LOWER THAN OCCURRENCE RATES, AND THE INSURED CAN EXPECT SUBSTANTIAL ANNUAL PREMIUM INCREASES, INDEPENDENT OF OVERALL RATE INCREASES, UNTIL THE CLAIMS-MADE RELATIONSHIP REACHES MATURITY. THE UNDERWRITERS ARE NOT OBLIGATED TO PAY ANY LOSS AFTER THE LIMIT OF LIABILITY HAS BEEN EXHAUSTED BY PAYMENT OF LOSS. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS SHALL BE REDUCED AND MAY BE EXHAUSTED BY DEFENSE COSTS AND DEFENSE COSTS SHALL BE APPLIED TO THE RETENTION. THE UNDERWRITERS HAVE NO OBLIGATION TO PAY DEFENSE COSTS OR ANY SETTLEMENTS OR JUDGMENTS ONCE THE APPLICABLE LIMIT OF LIABILITY IS EXHAUSTED. PLEASE READ THIS POLICY CAREFULLY.**

**NOTICE TO MINNESOTA APPLICANTS: THE POLICY FOR WHICH THIS APPLICATION IS MADE IS A CLAIMS MADE AND REPORTED POLICY SUBJECT TO ITS TERMS. THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD PROVIDED SUCH CLAIM IS REPORTED TO THE UNDERWRITERS OR THE UNDERWRITERS' AGENT OR BROKER AS SOON AS PRACTICABLE BUT IN NO EVENT LATER THAN THE END OF THE POLICY PERIOD, IN ACCORDANCE WITH THE REQUIREMENTS OF THE APPLICABLE EXTENSION PERIOD, OR 60 DAYS AFTER THE POLICY PERIOD EXPIRATION DATE IN THE CASE OF A CLAIM FIRST MADE DURING THE LAST 60 DAYS OF THE POLICY PERIOD. THIS MEANS THAT ONLY CLAIMS ACTUALLY MADE DURING THE POLICY PERIOD ARE COVERED UNLESS COVERAGE FOR AN OPTIONAL EXTENSION PERIOD IS PURCHASED. IF AN OPTIONAL EXTENSION PERIOD IS NOT MADE AVAILABLE TO YOU, YOU RISK HAVING GAPS IN COVERAGE WHEN SWITCHING FROM ONE COMPANY TO ANOTHER. MOREOVER, EVEN IF SUCH A REPORTING PERIOD IS MADE AVAILABLE TO YOU, YOU MAY STILL BE PERSONALLY LIABLE FOR CLAIMS REPORTED AFTER THE PERIOD EXPIRES. CLAIMS MADE POLICIES MAY NOT PROVIDE COVERAGE FOR WRONGFUL ACTS COMMITTED BEFORE A FIXED RETROACTIVE DATE. RATES FOR CLAIMS MADE POLICIES ARE DISCOUNTED IN THE EARLY YEARS OF A POLICY, BUT INCREASE STEADILY OVER TIME. AMOUNTS INCURRED AS DEFENSE COSTS SHALL REDUCE AND MAY EXHAUST THE APPLICABLE LIMITS OF LIABILITY AND ARE SUBJECT TO THE RETENTIONS. PLEASE READ THIS POLICY CAREFULLY.**



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**ORGANIZATIONAL INFORMATION:**

Applicant Name \_\_\_\_\_

Principal Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_ Web Address \_\_\_\_\_

1. Do you restrict employee access to employees' personal information such as social security numbers, account information and health care information?

Yes      No

2. Are you aware of any actual or alleged fact, circumstance, situation, error or omission or issue which might give rise to a claim against you for invasion or interference with rights of privacy, wrongful disclosure or personal information, or which might otherwise result in a claim against you with regard to the insurance sought? If yes, please give details.

Yes      No

Details:

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

The undersigned is authorized by the Applicant and declares that the statements set forth herein are true. For New Hampshire Applicants, the foregoing statement is limited to the best of the undersigned's knowledge, after reasonable inquiry. The undersigned agrees that if the information supplied on this application changes between the date of this Application and the effective date of the insurance, he/she will, in order for the information to be accurate on the effective date of the insurance, immediately notify the Underwriters of such changes, and the Underwriters may withdraw or modify any outstanding quotations or authorizations or agreements to bind the insurance.

Signing of this Application does not bind the Applicant or the Underwriters to complete the insurance, but it is represented that the statements contained in this Application and the materials submitted herewith are the basis of the contract should a policy be issued, and have been relied upon by the Underwriters in issuing any policy. The Underwriters are authorized to make any investigation and inquiry in connection with this application as it deems necessary.

All written statements and materials furnished to the Underwriters in conjunction with this Application are hereby incorporated by reference into this Application and made a part hereof. This Application and the materials submitted with it shall be retained on file with the Underwriters and shall be deemed attached to and become part of the policy if issued. For Utah or Wisconsin Applicants, such Application and materials are part of the policy, if issued, only if attached at issuance.

**WARNING**

**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 MAY BE GUILTY OF INSURANCE FRAUD.**



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MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES.

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

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

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

**NOTICE TO OKLAHOMA APPLICANTS:** 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 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 NEW YORK AND KENTUCKY APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIMS 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.

Signed: \_\_\_\_\_  
Must be signed by Chief Executive Officer, President or other authorized Executive of Applicant

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

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



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## **WAGE AND HOUR COVERAGE ENHANCEMENT SUPPLEMENTAL APPLICATION**

**NOTICE TO NEW YORK APPLICANTS:** The Policy for which this Application is made is a claims made Policy. Upon termination of coverage for any reason, a 60-day automatic extension period will apply. For an additional premium, an extended reporting period of twelve months can be purchased as indicated in the Policy. Except as otherwise provided herein, the Policy only applies to Claims first made during the Policy Period, the automatic extension period or, if applicable, the extended reporting period. No coverage exists for Claims made after the end of the Policy Period and the automatic extension period except to the extent the extended reporting period applies. No coverage will exist after the expiration of the automatic extension period or, if purchased, the extended reporting period, which may result in a potential coverage gap if prior acts coverage is not subsequently provided by the other insurer. During the first several years of a claims-made relationship, claims-made rates are comparatively lower than occurrence rates, and the Insured can expect substantial annual premium increases, independent of overall rate increases, until the claims-made relationship reaches maturity. The Limit of Liability available to pay damages or settlements shall be reduced and may be exhausted by Defense Costs and Defense Costs shall be applied to the Retention. The Insurer is not obligated to pay any loss, including Defense Costs, after the Limit of Liability has been exhausted by payment of Loss, including Defense Costs.

**Additional Notice to Minnesota Applicants:** Under Minnesota law a Claim may be reported orally or in writing to the Insurer or to the Insured's Broker of Record.

**NOTICE TO ALL OTHER APPLICANTS:** THE POLICY FOR WHICH THIS SUPPLEMENTAL APPLICATION IS MADE IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS, SUCH POLICY APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR AN APPLICABLE EXTENDED REPORTING PERIOD AND REPORTED TO THE INSURER IN ACCORDANCE WITH THE POLICY TERMS. DEFENSE COSTS SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTIONS. THE INSURER IS NOT LIABLE FOR DEFENSE COSTS OR ANY JUDGMENT OR SETTLEMENT ONCE THE LIMIT OF LIABILITY IS EXHAUSTED BY DEFENSE COSTS OR OTHER LOSS. THE APPLICATION, ITS ATTACHMENTS AND THIS SUPPLEMENTAL APPLICATION ARE HEREBY ATTACHED AND MADE A PART OF THIS POLICY.

**INSTRUCTIONS:**

- 1) **Answer all questions (if not applicable, show N/A) and attach all additional information/explanations as required.**
- 2) **Application must be dated and have an authorized signature.**
- 3) **PLEASE READ STATEMENTS AT END OF APPLICATION CAREFULLY.**

**ORGANIZATIONAL INFORMATION:**

Applicant Name \_\_\_\_\_

Principal Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_ Web Address \_\_\_\_\_

- |  | Yes  | No   |
|--|--|--|
| 1. Do you regularly consult with an employment attorney with respect to wage and hour issues, including job descriptions, hourly rates, overtime, meal and rest breaks, and conduct audits with respect to the classification of employees as salaried, hourly, and/or independent contractor? If yes, please provide the name of the attorney, law firm and frequency:<br>Atty: _____ Law Firm: _____ Frequency: _____<br>If no, describe how your company ensures compliance with federal, state and local wage and hour laws.               | <input type="checkbox"/>                             | <input type="checkbox"/>                             |
| 2. Do you employ any sales personnel that make sales calls outside of your premises?<br>If yes, do they get paid on a commission or partial commission basis?  | <input type="checkbox"/><br><input type="checkbox"/> | <input type="checkbox"/><br><input type="checkbox"/> |
| 3. Do all salaried employees:  |  |  |
| a) receive at least 2x your state's prevailing minimum wage per week?  | <input type="checkbox"/>                             | <input type="checkbox"/>                             |
| b) as part of their primary duties, exercise some discretion and independent judgment, including providing weighted input into hiring, promotion and firing decisions?   | <input type="checkbox"/>                             | <input type="checkbox"/>                             |
| c) that are supervisors manage 2 or more employees and spend at least 50% of their time supervising said employees?  | <input type="checkbox"/>                             | <input type="checkbox"/>                             |
| 4. Do all non-salaried employees receive at least the prevailing minimum wage as well as meal and rest breaks (where the employee is relieved of all duties during such breaks)?   | <input type="checkbox"/>                             | <input type="checkbox"/>                             |
| 5. Are all non-salaried employees compensated for on-call time and travel time and reimbursed for business-related expenses (i.e., uniforms, tools, gas, etc.) and time spent putting on or removing uniforms?   | <input type="checkbox"/>                             | <input type="checkbox"/>                             |
| 6. Are all non-salaried employees paid overtime for any hours worked in excess of 40 hours per week, or where applicable, 8 hours per day?   | <input type="checkbox"/>                             | <input type="checkbox"/>                             |
| 7. Do you utilize a time-keeping system that tracks in-time, out-time, meal and rest breaks?   | <input type="checkbox"/>                             | <input type="checkbox"/>                             |
| 8. Do you utilize independent contractors?<br>If yes, is there a written indemnity agreement holding Applicant harmless for any wage and hour violations?  | <input type="checkbox"/><br><input type="checkbox"/> | <input type="checkbox"/><br><input type="checkbox"/> |
| 9. Do you provide itemized wage statements to all of your employees, including wages paid, deductions, tips & commissions where applicable, and, for hourly employees, regular and overtime hours?   | <input type="checkbox"/>                             | <input type="checkbox"/>                             |
| 10. Do you maintain payroll records, including time-keeping records and wage statements, for a period of at least 4 years?   | <input type="checkbox"/>                             | <input type="checkbox"/>                             |
| 11. Do all tip sharing / tip pooling arrangements exclude all management (including assistant manager) employees?  | <input type="checkbox"/>                             | <input type="checkbox"/>                             |
| 12. Have any lawsuits, class actions, administrative proceedings (including audits, investigations or reviews by the Department of Labor or similar state agencies including but not limited to the California Department of Industrial Relations), or any hearings or demands been made against the Applicant or any entity or person proposed for this insurance during the last five (5) years alleging violations of any federal, state or local wage and hour laws or regulations in support thereof? (If yes, please give full details). | <input type="checkbox"/>                             | <input type="checkbox"/>                             |

Any Additional Information

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The undersigned declares that the statements set forth herein are true. For New Hampshire Applicants, the foregoing statement is limited to the best of the undersigned's knowledge, after reasonable inquiry. The undersigned represents that the statements contained in this Application and the materials submitted herewith are the basis of the contract should a policy be issued and understands and acknowledges that the Insurer relied upon the Application in issuing such policy. The Insurer is authorized to make any investigation and inquiry in connection with this Application as it deems necessary. This Application and materials submitted with it shall be retained on file with the Insurer and shall be deemed attached to and become part of the policy if issued. For North Carolina, Utah and Wisconsin and Applicants, such Application and materials are part of the policy, if issued, only if attached at issuance.

Nothing contained herein or incorporated herein by reference shall constitute notice of a claim or potential claim so as to trigger coverage under any contract of insurance.

If there is any material change in the information provided in this Application prior to the effective date of the policy, if issued, the Applicant will immediately notify the Insurer in writing and any outstanding quotations may be modified or withdrawn at the Insurer's discretion.

**ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT (S)HE IS FACILITATING A FRAUD AGAINST THE INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT MAY BE GUILTY OF INSURANCE FRAUD.**

**COLORADO:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurer to defraud or attempt to defraud the insurer. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurer or agent of an insurer who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance.

**DISTRICT OF COLUMBIA:** WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

**FLORIDA:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony in the third degree.

**LOUISIANA AND MARYLAND:** 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 in prison.

**MAINE, TENNESSEE, VIRGINIA AND WASHINGTON:** It is a crime to knowingly provide false, incomplete or misleading information to an insurer to defraud the insurer. Penalties may include imprisonment, fines or denial of insurance benefits.

**MINNESOTA:** A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

**OKLAHOMA:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**PENNSYLVANIA:** 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.

**NEW YORK AND KENTUCKY:** Any person who knowingly and with intent to defraud an insurer or other person files an application for insurance or statement of claims 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. New York applicants are subject to a civil penalty not to exceed \$5,000 and the stated value of the claim for each such violation. Pennsylvania applicants are subject to criminal and civil penalties.

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

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

Print Name: \_\_\_\_\_  
(Owner, Partner, Authorized Officer)

Title: \_\_\_\_\_



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## **FINANCIAL SUPPLEMENTAL QUESTIONNAIRE**

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Please fully answer all questions and submit all requested information. Terms appearing in bold face in this **Application** are defined in the Policy and have the same meaning in this **Application** as in the Policy. If you do not have a copy of the Policy, please request it from your agent or broker. This **Application**, including all materials submitted herewith, shall be held in confidence.

**I. ORGANIZATIONAL INFORMATION:**

Applicant Name:		Years in Business	
Principal Address:			

**II. ADDITIONAL INFORMATION:**

1. If, during the next twelve (12) months, circumstances of which you are currently unaware make it necessary for you to decrease the number of your Employees by five percent (5%) through the reorganization, restructuring, reduction in force, downsizing of operations or closure of one or more plants or places of business, do you agree that you will consult with and follow the recommendations of legal counsel experienced in employment law prior to any such downsizing, reorganization, restructuring, reduction in force, change in number of Employees or closure?  Yes  No
2. Is the Applicant currently operating at a net income or loss and how much? \$ \_\_\_\_\_
3. Does the Applicant currently have a positive or negative cash flow, and how much? \$ \_\_\_\_\_
4. Amount of Applicant's Total Current Assets? \$ \_\_\_\_\_
5. Amount of Applicant's Total Current Liabilities? \$ \_\_\_\_\_
6. Has the Applicant received a going concern opinion from an auditor?  Yes  No

The undersigned declares that the statements set forth herein are true. For New Hampshire Applicants, the foregoing statement is limited to the best of the undersigned's knowledge, after reasonable inquiry. The undersigned agrees that if the information supplied on this Application changes between the date of this Application and the effective date of the insurance, he/she will, in order for the information to be accurate on the effective date of the insurance, immediately notify the Underwriters of such changes, and the Underwriters may withdraw or modify any outstanding quotations or authorizations or agreements to bind the insurance.

Signing of this Application does not bind the Applicant or the Underwriters to complete the insurance, but it is represented that the statements contained in this Application and the materials submitted herewith are the basis of the contract should a policy be issued and have been relied upon by the Underwriters in issuing any policy. The Underwriters are authorized to make any investigation and inquiry in connection with this application as it deems necessary.

All written statements and materials furnished to the Underwriters in conjunction with this Application are hereby incorporated by reference into this Application and made a part hereof. This Application and materials submitted with it shall be retained on file with the Underwriters and shall be deemed attached to and become part of the policy if issued. For Applicants in North Carolina, Utah and Wisconsin, this Application and the materials submitted with it shall become part of the policy, if issued, if attached to the policy at issuance.

**FRAUD WARNINGS**

**ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT (S)HE IS FACILITATING A FRAUD AGAINST THE UNDERWRITER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT MAY BE GUILTY OF INSURANCE FRAUD.**

THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND NEW YORK APPLICANTS 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.

Signed: \_\_\_\_\_  
Must be signed by Chief Executive Officer, Managing Partner, President or other authorized Executive of Applicant

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

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

If this **Application** is completed in Florida, please provide the Insurance Agent's name and license number as designated.

If this **Application** is completed in Iowa or New Hampshire, please provide the Insurance Agent's name and signature only.

\_\_\_\_\_  
Name of Insurance Agent

\_\_\_\_\_  
License Identification No.

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

*If this **Application** is completed in Wisconsin, please note the following:*

- *If this Policy is cancelled by the **Named Insured**, the Underwriters shall retain the customary short rate portion of the premium hereon. If this Policy is cancelled by the Underwriters, the Underwriters shall retain the pro rata portion of the premium hereon. Payment or tender of any unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of cancellation.*
- *As a condition precedent to the right to purchase the **Optional Extension Period**, the total premium for this Policy must have been paid. The right to purchase the **Optional Extension Period** shall terminate unless written notice together with full payment of the premium for the **Optional Extension Period** is given to the Underwriters within thirty (30) days after the effective date of cancellation or nonrenewal. If such notice and premium payment is not so given to the Underwriters, there shall be no right to purchase the **Optional Extension Period**.*
- *In the event of the purchase of the **Optional Extension Period**, the entire premium for the **Optional Extension Period** shall be deemed earned at its commencement.*