



**AFB A&E MEDIA TECH<sup>®</sup> NEW BUSINESS APPLICATION**

**ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY,  
ARCHITECTS, ENGINEERS AND CONTRACTORS POLLUTION LIABILITY,  
TECHNOLOGY BASED SERVICES,  
TECHNOLOGY PRODUCTS,  
COMPUTER NETWORK SECURITY, AND  
MULTIMEDIA AND ADVERTISING LIABILITY INSURANCE POLICY**

**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 (IF APPLICABLE) AND REPORTED IN WRITING TO THE INSURER EITHER DURING THE POLICY PERIOD, WITHIN SIXTY (60) DAYS AFTER THE EXPIRATION OF THE POLICY PERIOD, OR DURING THE OPTIONAL EXTENSION PERIOD (IF APPLICABLE). AMOUNTS INCURRED AS CLAIMS EXPENSES SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE DEDUCTIBLE. PLEASE REVIEW 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, A THREE YEAR OPTIONAL EXTENSION PERIOD CAN BE PURCHASED AS INDICATED IN ITEM 8. OF THE DECLARATIONS. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY ONLY APPLIES TO CLAIMS FIRST MADE OR INCIDENTS REPORTED DURING THE POLICY PERIOD, THE AUTOMATIC EXTENSION PERIOD OR, IF APPLICABLE, THE OPTIONAL EXTENSION PERIOD. NO COVERAGE EXISTS FOR CLAIMS MADE AFTER TERMINATION OF COVERAGE 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. PLEASE READ THIS POLICY CAREFULLY.**

**THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS SHALL BE REDUCED AND MAY BE EXHAUSTED BY CLAIMS EXPENSES AND CLAIMS EXPENSES SHALL BE APPLIED TO THE DEDUCTIBLE. THE INSURER IS NOT OBLIGATED TO PAY ANY DAMAGES AND CLAIMS EXPENSES AFTER THE LIMIT OF LIABILITY HAS BEEN EXHAUSTED BY PAYMENT OF DAMAGES AND CLAIMS EXPENSES.**

**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 OR OPTIONAL EXTENSION PERIOD (IF APPLICABLE) AND REPORTED TO THE INSURER OR THE INSURER'S AGENT OR BROKER EITHER DURING THE POLICY PERIOD, WITHIN SIXTY (60) DAYS AFTER THE EXPIRATION OF THE POLICY PERIOD, OR DURING THE OPTIONAL EXTENSION PERIOD (IF APPLICABLE). 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 ANY ACTS, ERRORS OR OMISSIONS OF THE INSURED, AS SPECIFIED IN THE APPLICABLE INSURING CLAUSES, COMMITTED ON OR AFTER THE RETROACTIVE DATE SET FORTH IN ITEM 6. OF THE DECLARATIONS. RATES FOR CLAIMS MADE POLICIES ARE DISCOUNTED IN THE EARLY YEARS OF A POLICY, BUT INCREASE STEADILY OVER TIME. AMOUNTS INCURRED AS CLAIMS EXPENSES SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE DEDUCTIBLE. PLEASE READ THIS POLICY CAREFULLY.**

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.

**FIRM INFORMATION:**

1. **Name of Applicant:** \_\_\_\_\_
2. **Address:** \_\_\_\_\_  

Street		
City	State	Zip Code
Telephone	Fax	E-mail
3. **Date Established (MM/DD/YY):** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Addresses of Branch Offices	Date Established	Percentage (%) of Applicant's Total Revenues
		%
		%
		%
		%

4. **Firm Type:** Sole Proprietorship  Partnership  Corporation  Professional Corporation  Other \_\_\_\_\_
5. During the past five (5) years, has the name of the Applicant been changed or has any other business been purchased or any merger or consolidation taken place?  Yes  No

If Yes, please give full details (including dates): \_\_\_\_\_

Staff Composition	Number of Employees
Principals, Partners, Officers and Directors	
Licensed Professional Staff	
Non-Licensed Professional Staff	
Draftsmen and Other Technical Personnel	
Clerical and Accounting Employees	
<b>Total Staff</b>	

6. How many professional employees have left the Applicant in the last twelve (12) months? \_\_\_\_\_
7. What Professional Societies & Associations does the Applicant and their professional staff belong to? \_\_\_\_\_
8. Is the Applicant controlled or owned by any other entity or individual not employed by the Applicant?  Yes  No
- If Yes, please provide details: \_\_\_\_\_
9. Does the Applicant or any of its professional staff own an interest in any other entity?  Yes  No

If Yes, please provide the following details:

Owner Name	Amount Ownership Interest	Entity Name	Relation to Applicant	Nature of Activities	Entity's Gross Revenues in Past Year
	%				\$
	%				\$



10. Does the Applicant provide professional services to any of the above entities?  
No  Yes
11. Does the Applicant subcontract services from any of the above entities?  
No  Yes
12. Does the Applicant provide professional services on projects in which any principal, officer, director or shareholder or an immediate family member of such person retains any ownership interest in excess of ten percent (10%)?  
 Yes   
No

If Yes, please attach a complete description of the project, identify all individuals holding an ownership interest and include their respective amount of ownership interest.

**FINANCIAL INFORMATION:**

13. **Please attach a copy of the firm's past two (2) years financial statements.**
14. **Gross Revenues:** Please include amount of revenues from professional services.  
If there are abandoned projects please provide details and associated revenues.  
**Do not include direct reimbursable expenses such as travel costs, meals, per diem etc.**

	Fiscal Year End (MM/DD/YY)	Total Gross Revenues	Subconsultant Revenues	Separately Insured Project Revenues
Projected for Current Year	___/___/___	\$	\$	\$
Last Fiscal Year	___/___/___	\$	\$	\$
Two Years Ago	___/___/___	\$	\$	\$
Three Years Ago	___/___/___	\$	\$	\$
Estimate for Next Year	___/___/___	\$	\$	\$

15. What percentage (%) of the Applicant's revenues are generated from overseas services? \_\_\_\_\_%  
Please list the countries services are provided in: \_\_\_\_\_
16. What percentage (%) of the Applicant's revenues are generated from Technology Based Services?  
\_\_\_\_\_ %  
If greater than five percent (5%), please complete the Technology Supplemental Application.
17. Does the Applicant's firm collect any revenue online or otherwise engage in any e-commerce operations?  
If No, check here \_\_\_\_\_. If Yes, then please complete the Technology Supplemental Application.



18. Does the Applicant's firm collect private personal information?

If No, check here \_\_\_\_\_. If Yes, then please complete the Technology Supplemental Application.

**PRACTICE INFORMATION:**

19. Please provide information on the Applicant's largest projects for the past fiscal year. A Large Project Supplemental Questionnaire is attached.

20. Please indicate the percentage (%) of the following disciplines of service in which the Applicant is engaged:  
(Total Must Equal 100%)

DISCIPLINES OF SERVICE	% REVENUES	DISCIPLINES OF SERVICE	% REVENUES
Accoustical Engineering	%	Interior Design	%
Architecture	%	Laboratory Testing (excluding soils and construction materials testing)	%
Chemical Engineering	%	Landscape Architecture	%
Civil Engineering	%	Land Surveying	%
Civil Wastewater Engineering	%	Mechanical Engineering	%
Communication Engineering	%	Mining Engineering	%
Construction/Project Management	%	Naval/Marine Engineering	%
Electrical Engineering	%	Process Engineering	%
Environmental Engineering	%	Soil/Geotechnical Engineering	%
HVAC Engineering	%	Structural Engineering	%
Illumination Engineering	%	Other (describe)	%

21. Please indicate the percentage (%) of the following services:

Feasibility studies, master plans, reports, surveys	%
Design without supervisory services	%
Design & Observation	%
Construction/Project Management: Agency	%
Construction/Project Management: At-Risk	%
Construction observation without design	%
Inspection services on existing structures or roads and highways	%
Inspections of homes/commercial properties for prospective buyers or lenders	%

Manufacture, sale or distribution of any product or process	%
Development, sale or leasing of computer software to others	%
Other (describe)	%

**22. Please indicate the approximate percentage (%) of revenues derived from the following project types:  
(Total Must Equal 100%)**

RESIDENTIAL	% REVENUES	INDUSTRIAL	% REVENUES
Apartments	%	Chemical / Pharmaceutical Plants	%
Condominiums	%	Mines/Quarries	%
Multi-Family - Townhouses	%	Oil Refineries/Pipelines	%
Single Family – Subdivisions	%	Power Plants/Nuclear Facilities	%
Single Family – Custom	%	Processing/Manufacturing Facilities	%
Other (describe)	%	Other (describe)	%
INSTITUTIONAL		INFRASTRUCTURE	
Churches	%	Airport Runways	%
Convalescent/Retirement Facilities	%	Bridges/Trestles	%
Correctional Facilities/Jails	%	Dams/Reservoirs	%
Courthouses	%	Marine/Offshore Facilities/Docks/Piers	%
Hospitals	%	Mass Transit Systems	%
Colleges & Universities	%	Roadways and Highways	%
Private Schools	%	Utilities	%
Public Schools: K – 12	%	Water/Wastewater Treatment Systems	%
Other (describe)	%	Other (describe)	%
GENERAL BUILDING		ENVIRONMENTAL	
Airport Terminals	%	Phase I Property Assessments	%
Libraries / Museums	%	Phase II & III Property Evaluations	%
Hotels/Motels	%	Wetland Mitigation	%
Offices	%	Asbestos Abatement	%
Parking Garages	%	Mold Abatement	%
Restaurants	%	Remediation Engineering	%
Retail/Malls/Shopping Centers	%	Waste Brokering	%

Other (describe)	%	Other (describe)	%
<b>RECREATIONAL FACILITIES</b>			
Amusement Parks	%	Arenas/Sports Facilities	%
Casinos	%	Convention Centers	%
Parks/ Playgrounds/Pools	%	Other (describe)	%

23. What percentage (%) of the Applicant's professional services are provided using the following project delivery methods:

DELIVERY METHOD	% REVENUES
Design/Bid/Build	
Design/Build – Contractor Led	
Design/Build – Designer Led	
Fast Track ( <i>attach details</i> )	
Engineer/Procure/Construct (EPC)	

24. Does the Applicant or any subsidiary, parent or otherwise related entity engage in actual construction, erection, manufacturing, fabrication or real estate development?  Yes  No

If Yes, please give details: \_\_\_\_\_

**CLIENTELE:**

25. What percentage (%) of the Applicant's professional services are attributable to the following types of clients:

PRIVATE SECTOR	% Revenues	PUBLIC SECTOR	% Revenues	FOREIGN	% Revenues
Contractors	%	Local Government	%	Private Owner	%
Design Professionals	%	State Government	%	Governmental	%
Developers	%	Federal Government	%	Design Professionals	%
Owners	%	Other (describe)	%	Other (describe)	%
Other (describe)	%				

26. What percentage (%) of Applicant's work is derived from repeat clients? \_\_\_\_\_%

27. Does the Applicant work with other firms in joint ventures?  Yes  No

If Yes, please provide the following information:

Joint Venture Name	Project Name	Joint Venture Partners	Applicant's % Interest	Services Provided	Separately Insured
					<input type="checkbox"/> Yes <input type="checkbox"/> No

					<input type="checkbox"/> Yes <input type="checkbox"/> No

**RISK MANAGEMENT:**

28. Does the Applicant have a written in-house quality control procedure?  Yes  No

29. Does the Applicant subscribe to MASTERSPEC?  Yes  No

30. What percentage (%) of projects incorporate specifications based upon or derived from MASTERSPEC?  
 \_\_\_\_\_%

31. Do client deliverables undergo an internal peer review?  Yes  No

If Yes, please describe: \_\_\_\_\_

32. Does the Applicant perform project file audits on a routine basis?  Yes  No

If Yes, please describe: \_\_\_\_\_

33. Has the Applicant participated in a peer review program?  Yes  No

If Yes, please describe and provide the date(s) of the review: \_\_\_\_\_

34. What percentage (%) of the Applicants' professional services are performed under the following contract types:

- Professional Association Contract \_\_\_\_\_%
- Firm's Standard Agreement \_\_\_\_\_%
- Firm's Letter Agreement \_\_\_\_\_%
- Client Drafted Agreement \_\_\_\_\_%
- Purchase Orders \_\_\_\_\_%
- Verbal Agreements \_\_\_\_\_%

35. Are all non-standard agreements reviewed by Applicant's legal counsel or insurance broker before they are executed?  Yes  No

Please explain: \_\_\_\_\_

36. What percentage (%) of the Applicant's contracts include a waiver of consequential damages? \_\_\_\_\_%

37. What percentage (%) of Applicant's contracts use limitation of liability provisions, where the firm's liability is limited to:

- A specific dollar amount which is less than the Applicants' insurance limit? \_\_\_\_\_%
- A specific dollar amount equal to the Applicants' insurance limit? \_\_\_\_\_%
- Other, please explain: \_\_\_\_\_

38. Does the Applicant require a signed contract before a project number is assigned or services begin?  Yes  No

Please explain: \_\_\_\_\_

39. Does the Applicant have:
- An in-house continuing education program for professional employees?  Yes  No
  - Procedures to evaluate and screen potential new clients?  Yes  No
  - Procedures for monitoring and collecting outstanding fees?  Yes  No

40. Does Applicant subcontract services?  Yes  No
- What percentage (%) of the Applicant's subconsultants are insured for professional liability: \_\_\_\_\_%
  - Type of work subcontracted? \_\_\_\_\_
  - Is evidence of insurance required from consultants?  Yes  No
  - Are certificates annually updated for each consultant?  Yes  No

41. Please describe additional risk management procedures and processes that are utilized to manage risk: \_\_\_\_\_

**CURRENT INSURANCE INFORMATION:**

42. Please provide a copy of the Applicants' current policy and provide the following details regarding the Applicant's Architects and Engineers Professional Liability Insurance Coverage for the last five (5) years beginning with the most current year:

Policy Period	Insurance Company	Coverage Limits	Deductible / Retention	Premium
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$

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

43. Does the current policy afford first dollar defense?  Yes  No      Shared claims expense  Yes  No
44. Is the Applicant currently insured under a Comprehensive General Liability policy?  Yes  No

If Yes, please provide the following details:

Insurance Company	Limits	Effective Date

**TECHNOLOGY INFORMATION**

For any online service Applicant operates or for any website content Applicant posts:

45. Does Applicant have a qualified attorney review all content prior to posting?  Yes  No

If Yes, does the review include screening the content for the following?

- |                        |                              |                          |
|------------------------|------------------------------|--------------------------|
| Copyright Infringement | <input type="checkbox"/> Yes | <input type="checkbox"/> |
| No                     |                              |                          |
| Trademark Infringement | <input type="checkbox"/> Yes | <input type="checkbox"/> |
| No                     |                              |                          |
| Invasion of Privacy    | <input type="checkbox"/> Yes | <input type="checkbox"/> |
| No                     |                              |                          |

Please check if Applicant does not have online service or website.

46. Does Applicant have a policy for removing controversial material (libelous, slanderous, etc) from Applicant's websites or any online services?  Yes  No  N/A

47. Does Applicant have a policy for removing infringing material (copyright, trademark, etc) from websites or any online services?  Yes  No  N/A

48. Has Applicant ever received a complaint or cease or desist concerning the content of Applicant's website, online service or any publications created or distributed by the Applicant (libelous, slanderous, copyright, trademark, etc)?  Yes  No  N/A

If Yes, how did the Applicant respond to such complaints and in what time frame?

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**Computer Systems Controls**

49. Has the Applicant suffered any known intrusions (i.e., unauthorized access) of its Computer Systems in the most recent past twelve (12) months?  Yes  No  N/A

If Yes, please describe such intrusions and any damage that resulted:

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**CLAIM AND CIRCUMSTANCE INFORMATION:**

50. Please attach a current copy of carrier loss runs for the past ten (10) years.

51. Have any of the Applicant's principals, partners, directors or officers ever been subject to disciplinary action by authorities as a result of their professional activities?  Yes  No

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

52. Has any application for Architects and Engineers Professional Liability Insurance made on behalf of the firm, any predecessors in business or present partners in a prior firm ever been declined or has the insurance ever been canceled or renewal refused?  Yes  No

If Yes, please give details: \_\_\_\_\_

NOTE: Applicants in Missouri should not answer the above question.

53. Has any claim or legal action been brought against the Applicant, its predecessor(s) or any past principal, partner, director, or officer in the past ten (10) years?  Yes  No

If Yes, please attach details stating:

- a. Date when claim was made;
- b. Date the alleged act, error or omission giving rise to the claim was committed;
- c. Claimant and project name;
- d. Allegations / nature of the claim;
- e. Amount of damages sought;
- f. Legal expenses incurred and reserved;
- g. Damages paid and/or reserved; and
- h. Status (open / closed).

54. After inquiry, is the Applicant, its predecessor(s) or any other person or entity for which coverage is requested aware of any act, error, omission or circumstance (including, but not limited to any unresolved job dispute, fee disputes or accident) which may possibly result in a claim being made against them?  Yes  No

If Yes, please attach details stating:

- a. Project name;
- b. Potential claimants;
- c. Allegations / nature of the dispute; and
- d. Extent of damages or injury sustained.

55. Please describe all corrective action(s) the Applicant has undertaken to improve claim history:

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### NOTICES

THE UNDERSIGNED DECLARES THAT THE STATEMENTS SET FORTH HEREIN ARE TRUE. THE SIGNING OF THIS APPLICATION DOES NOT BIND THE UNDERSIGNED TO COMPLETE THE INSURANCE. 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 INSURER IN ISSUING ANY 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. 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. PROVIDED, HOWEVER, THIS PARAGRAPH DOES NOT APPLY IN THE STATES OF UTAH AND WISCONSIN.

NOTE TO UTAH AND WISCONSIN RESIDENTS: ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION ARE MADE A PART HEREOF PROVIDED THIS APPLICATION AND SUCH MATERIALS ARE ATTACHED TO THE POLICY AT THE TIME OF ITS DELIVERY.

NOTHING CONTAINED HEREIN SHALL CONSTITUTE NOTICE OF A CLAIM OR POTENTIAL CLAIM SO AS TO TRIGGER COVERAGE UNDER ANY CONTRACT OF INSURANCE.

IT IS AGREED IN THE EVENT THERE IS ANY MATERIAL CHANGE IN THE ANSWERS TO THE QUESTIONS CONTAINED IN THIS APPLICATION PRIOR TO THE EFFECTIVE DATE OF THE POLICY, THE APPLICANT WILL IMMEDIATELY NOTIFY THE INSURER IN WRITING AND ANY OUTSTANDING QUOTATIONS MAY BE MODIFIED OR WITHDRAWN AT THE INSURER'S DISCRETION.

#### **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.

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

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

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

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

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

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

**NOTICE TO NEW MEXICO APPLICANTS:** "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES. THE INSURER SHALL NOT OFFER AN **OPTIONAL EXTENSION PERIOD** FOR THIS POLICY IN NEW MEXICO. "

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

**NOTICE TO OKLAHOMA APPLICANTS:** "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 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 MAY BE GUILTY OF INSURANCE FRAUD WHICH MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES, INCLUDING BUT NOT LIMITED TO FINES, DENIAL OF INSURANCE BENEFITS, CIVIL DAMAGES, CRIMINAL PROSECUTION AND CONFINEMENT IN STATE PRISONS."

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

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

**PLEASE READ THE FOLLOWING STATEMENT CAREFULLY AND SIGN BELOW WHERE INDICATED. IF A POLICY IS ISSUED, THIS STATEMENT IS INCORPORATED IN AND BECOMES A PART OF SUCH POLICY. PROVIDED, HOWEVER, IN THE STATES OF UTAH AND WISCONSIN, ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION ARE MADE A PART HEREOF PROVIDED THIS APPLICATION AND SUCH MATERIALS ARE ATTACHED TO THE POLICY AT THE TIME OF ITS DELIVERY.**

The undersigned authorized representative of the Applicant hereby acknowledges that he/she is aware that the limit of liability contained in this Policy shall be reduced, and may be completely exhausted, by the costs of

legal defense and, in such event, the Insurer shall not be liable for the costs of legal defense or for the amount of any judgment of settlement to the extent that such exceeds the limit of liability of this Policy.

The undersigned authorized representative of the Applicant hereby further acknowledges that he/she is aware that legal defense costs that are incurred shall be applied against the deductible amount.

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

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

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

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

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, please provide the Insurance Agent's name 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 Insurer shall retain the customary short rate portion of the premium hereon. If this Policy is cancelled by the Insurer, the Insurer shall retain the pro rata portion of the premium hereon. Payment or tender of any unearned premium by the Insurer 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 Insurer within sixty (60) days after the effective date of*

*cancellation or nonrenewal. If such notice and premium payment is not so given to the Insurer, 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.*
- *If during the **Policy Period** the Named Insured consolidates or merges with another entity such that the Named Insured is not the surviving entity, is acquired by another entity, or sells substantially all of its assets to any other entity, then coverage under this Policy shall not apply to acts, errors or omissions or **Pollution Conditions** committed or arising subsequent to such consolidation, merger or acquisition and the Insurer shall retain the total premium for this Policy, such total premium to be deemed earned at the date of such consolidation, merger or acquisition. The Named Insured shall provide written notice of such consolidation, merger or acquisition to the Insurer as soon as practicable, together with such information as the Insurer may require.*