



Personal Lines Insurance Agents Professional Liability

INSURANCE AGENTS AND BROKERS RENEWAL APPLICATION

All questions must be answered and application must be signed by applicant.

NOTICE: This is a Claims Made and reported Coverage Form. This Policy covers only those Claims first made against any Insured during the Policy Period or the Extended Reporting Period, if purchased. PLEASE READ YOUR POLICY CAREFULLY.

1. Name and address of agency: \_\_\_\_\_

Web site: \_\_\_\_\_ E-mail address: \_\_\_\_\_

2. Since last renewal have there been any changes in the following? Please provide details on a separate sheet for any "YES" answers.

- a. Agency control, ownership, affiliation, mergers or acquisitions?
b. Percentages of premium volume placed as a retail agent, retail broker or wholesale broker?
c. Income derived from activity or profession other than the sale of insurance products?
d. Activity as an MGA, third party administrator, reinsurer or risk manager/consultant?
e. Carriers represented?
f. License status of anyone associated with the agency? (Revoked, suspended, been fined or disciplined in any way or been the subject of any investigation by any state department?)

3. Breakdown of annual written premium volume by line of coverage as of this date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

By signing this application, the applicant represents that the written premium figures provided in question 3 are an accurate reflection of written premium at the time of signing the application. The applicant further agrees to provide, at the company's request, full disclosure of the agency's books and records for premium audit purposes. If an audit reveals a material change in premium than stated on the application, then the company is entitled to collect additional earned premiums, cancel or rescind coverage.

Table with 2 columns: PERSONAL LINES: and Volume. Rows include Automobile - Standard, Nonstandard, Homeowners - Standard, Nonstandard, Personal Umbrella, Other, and TOTAL PERSONAL LINES.

Table with 2 columns: Commercial Lines and Volume. Rows include Aviation, Commercial Umbrella/Excess, Physicians & Hospitals, Professional Liability, Crop/Hail, Risk Retention Plans, Other (describe), and TOTAL COMMERCIAL LINES.

Table with 2 columns: COMMERCIAL LINES: and Volume. Rows include Workers Compensation, Long Haul Trucking, Commercial Auto (including livery), Commercial General Liability, Commercial Property, Ocean/Wet Marine, Inland Marine, Bonds-Surety, and BOP.

Table with 2 columns: LIFE/ACCIDENT/HEALTH LINES: and Volume. Rows include Life, Individual, Life, Group, Accident, Disability & Health, Individual, Accident, Disability & Health, Group, and TOTAL LIFE/ACCIDENT/HEALTH LINES.

**Arizona Notice:** Misrepresentations, omissions, concealment of facts and incorrect statements shall prevent recovery under the policy only if the misrepresentations, omissions, concealment of facts or incorrect statements are; fraudulent or material either to the acceptance of the risk, or to the hazard assumed by the insurer or the insurer in good faith would either not have issued the policy, or would not have issued a policy in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to the insurer as required either by the application for the policy or otherwise.

**Virginia Notice:** This Policy is written on a claims-made basis. Please read the policy carefully to understand your coverage. You have an option to purchase a separate limit of liability for the Extended Reporting Period. If you do not elect this option, the limit of liability for the Extended Reporting Period shall be part of the and not in addition to limit specified in the policy declarations. If you have any questions regarding the cost of an Extended Reporting Period, please contact your insurance company or your insurance agent. Statements in the application shall be deemed the insured's representations. A statement made in the application or in any affidavit made before or after a loss under the policy will not be deemed material or invalidate coverage unless it is clearly proven that such statement was material to the risk when assumed and was untrue.

**Colorado Fraud Statement:** 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.

**District of Columbia Fraud Statement: 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 Fraud Statement:** You are agreeing to place coverage in the surplus lines market. Superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected under the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer. You are agreeing to place coverage in the surplus lines market. Superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected under the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

**Kansas Fraud Statement:** Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto may be guilty of a crime and may be subject to fines and confinement in prison.

**Kentucky Fraud Statement:** 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.

**Maine Fraud Statement:** 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. A binder may not be withdrawn but a prospective notice of cancellation may be sent and coverage denied for fraud or material misrepresentation in obtaining coverage. A policy may not be unilaterally rescinded or voided.

**Washington Fraud Statement:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**New York Fraud Statement:** 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.

**Ohio Fraud Statement:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**Oklahoma Fraud Statement: 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.

**Fraud Statement (All Other States):** 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 or any written statement as part of or in support of an application with the intent to defraud, may be guilty of a crime and may be subject to fines and confinement in prison.

**New York Disclosure Notice:** This policy is written on a claims made basis and shall provide no coverage for claims arising out of incidents, occurrences or alleged wrongful acts that took place prior to the retroactive date, if any, stated on the declarations. This policy shall cover only those claims made against an insured while the policy remains in effect and all coverage under the policy ceases upon termination of the policy except for the automatic extended reporting period coverage unless the insured purchases additional extend reporting period coverage. The policy includes an automatic 60 day extended claims reporting period following the termination of this policy. The Insured may purchase for an additional premium an additional extended reporting period of 12 months, 24 months or 36 months following the termination of this policy. Potential coverage gaps may arise upon the expiration for this extended reporting period. During the first several years of a claims-made relationship, claims-made rates are comparatively lower than occurrence rates. The insured can expect substantial annual premium increases independent overall rate increases until the claims-made relationship has matured.

If the primary address of the entity listed in item #1 is in the state of **New York, Iowa or Florida**, the states of **New York, Iowa and Florida** require that we have the name and address of your (insured's) authorized Agent or Broker.

Name of authorized agent or broker: \_\_\_\_\_

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

Agent or broker license number: \_\_\_\_\_

Agents signature: \_\_\_\_\_

(Required in New Hampshire)

The signer of this application acknowledges and understands that the information provided in this Application is material to the Insurer's decision to provide the requested insurance and is relied on by the Insurer in providing such insurance. The signer of this application represents that the information provided in this Application is true and correct in all matters. The signer of this Application further represents that any changes in matters inquired about in this Application occurring prior to the effective date of coverage, which render the information provided herein untrue, incorrect or inaccurate in any way will be reported to the Insurer immediately in writing. The Insurer reserves the right to modify or withdraw any quote or binder issued if such changes are material to the insurability or premium charged, based on the Insurer's underwriting guides. The Insurer is hereby authorized, but not required, to make any investigation and inquiry in connection with the information, statements and disclosures provided in this Application. The decision of the Insurer not to make or to limit any investigation or inquiry shall not be deemed a waiver of any rights by the Insurer and shall not estop the Insurer from relying on any statement in this Application in the event the Policy is issued. It is agreed that this Application shall be the basis of the contract should a policy be issued and it will be attached and become a part of the Policy.

Main exception: The Insurer is not permitted to withdraw any binder issued for applicants in the state of Maine.

Signature: \_\_\_\_\_

(Principal, Partner or Officer of the firm)

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