CARRIER:

Pro+ect Application – All States

THIS IS AN APPLICATION FOR A POLICY THAT INCLUDES CLAIMS MADE COVERAGE. PLEASE READ YOUR POLICY CAREFULLY.

INSURANCE OVERVIEW

1. Coverage requested – Please indicate the coverage part(s) and limit(s) desired and complete the "basic information" section, the "loss information" section and any other sections for which coverage is desired.

Coverage Part	Is Coverage Desired?	Limit
A. Professional and technology errors and omissions liability	❑ Yes ❑ No	$_____
B. Media liability	❑ Yes ❑ No	$_____
C. Network security and privacy liability	❑ Yes ❑ No	$_____
D. Data breach expense coverage	❑ Yes ❑ No	$_____

2. Is similar insurance currently in force? ❑ Yes ❑ No

Carrier	Limit(s)	Deductible(s)	Premium	Policy period	Retroactive date(s)

BASIC INFORMATION

3. Applicant's name: _____
   Location address: _____ ❑ Same as mailing address
   City: _____ State: _____ Zip: _____
   Website: _____
   Name of primary contact: _____ Email address of primary contact: _____
4. **Description of operations:**

5. Does the applicant provide services not disclosed above, or does the applicant anticipate offering any new services in the next 12 months? ❑ Yes ❑ No
   If "Yes," please provide details: _____
6. List 12-month gross revenue below:

	Last Year:	Current Year (based on 12 months):	Forecast for Next Year:
Domestic	$	$	$
Foreign	$	$	$
Total	$	$	$

7. Date established: _____
8. Does the applicant have any subsidiaries? *If "Yes," please answer 8a and 8b.* ❑ Yes ❑ No
   a. Name(s) and location(s) of any subsidiaries: _____
   b. Are all subsidiaries' revenue and services disclosed on this application? ❑ Yes ❑ No
9. Does the applicant have any locations outside of the U.S., its possessions or Canada? ❑ Yes ❑ No
   If "Yes," please provide the following information:

Country	% of Total Revenue

10. a. Is the applicant controlled, owned, affiliated or associated with any other firm, corporation or company? ❑ Yes ❑ No

b. Is any director, officer or partner either affiliated with, employed by or associated with any other firm, corporation or company? ❑ Yes ❑ No

If "Yes," to either 10a or 10b, please provide name(s) and relationship(s): _____

11. a. Does the applicant derive any revenue from clients for which the applicant is more than a 15% shareholder? ❑ Yes ❑ No

b. Does the applicant derive any revenue from clients for which any director, officer, employee, partner or independent contractor of the applicant serves as an officer or on the board of directors? ❑ Yes ❑ No

If "Yes," to either 11a or 11b, please provide name(s) and relationship(s): _____

A. PROFESSIONAL AND TECHNOLOGY ERRORS AND OMISSIONS LIABILITY

12. a. Number of principals, partners, officers and employees directly engaged in providing services to clients: _____

b. Number of independent subcontractors: _____

If the applicant uses independent contractors, please answer 12i and 12ii:

i. Do the independent contractors provide the same services as the applicant? ❑ Yes ❑ No

If "No," please describe services: _____

ii. Does the applicant desire to provide coverage for independent contractors as insureds under the policy? ❑ Yes ❑ No

If "No," are all independent contractors required to carry errors and omissions insurance? ❑ Yes ❑ No

13. Describe the three largest jobs or projects over the past three years:

Name of Client	Client's Industry	Services Provided	Gross Billings

14. Please provide a breakdown of the applicant's annual revenue by market segment. Please note that the total must equal 100%.

Market Segment	% of Applicant's Annual Revenue	Market Segment	% of Applicant's Annual Revenue
Aerospace	_____%	Government (U.S. Federal)	_____%
Alcohol/Tobacco/Firearms	_____%	Government (other)	_____%
Communications	_____%	Manufacturing/Industrial	_____%
Construction/Mining/Agriculture	_____%	Medical/Health care services	_____%
Education	_____%	Pharmaceuticals	_____%
Energy	_____%	Retail/Wholesale	_____%
Financial institutions	_____%	Transportation	_____%
Gaming/Gambling	_____%		
Other (please specify):	_____		_____%

15. Is the applicant a licensed professional? ❑ Yes ❑ No

If "Yes," advise type of licensed professional: _____

16. Does the applicant request any additional insureds for professional liability? ❑ Yes ❑ No

If "Yes," please provide name, address and relationship to applicant: _____

17. How often do you use written contracts? ❑ Always ❑ Sometimes ❑ Never

a. How often do you use contracts or engagement letters? ❑ Always ❑ Sometimes ❑ Never

b. Does the applicant's contract contain both a hold harmless and indemnification clause? ❑ Yes ❑ No

c. Does the applicant's contract clearly define the scope of services that are being performed? ❑ Yes ❑ No

18. Does the applicant provide technology services? ❑ Yes ❑ No

If "Yes," please answer questions 19–21, if "No," skip to question 22.

19. Does the applicant provide any managed IT or security related services? ❑ Yes ❑ No

If "Yes:"

a. Is multi-factor authentication enabled on all remote management and monitoring tools? ❑ Yes ❑ No

b. Are back-ups stored offsite and off network? ❑ Yes ❑ No

c. Are each clients' master password used in any multi-tenant system unique to that client and not reused? ❑ Yes ❑ No

20. Please indicate if your services, applications or software affect, enable or involve any of the following:

a. Fund transfers, financial transactions, equity/stock trading, loan fulfillment or cryptocurrencies or NFT's ❑ Yes ❑ No

b. Lottery, gambling, sweepstakes, gaming, online casino or coupon redemption ❑ Yes ❑ No

c. Radio frequency ID systems or embedded systems ❑ Yes ❑ No

d. Robotics or process control of industrial equipment including SCADA and Manufacturing Execution Systems ❑ Yes ❑ No

e. CAD/CAM or 3-D rendering, including 3-D printing ❑ Yes ❑ No

f. Physical security system installation or monitoring (burglar/fire alarms, access control and CCTV systems) ❑ Yes ❑ No

g. Geographic Information System (GIS), navigation systems, aerospace or transportation ❑ Yes ❑ No

h. Aircraft, air-ground equipment, military defense and/or weaponry including homeland security ❑ Yes ❑ No

i. 911 or other emergency response and/or dispatch ❑ Yes ❑ No

j. Energy, power plant, utility or pollution monitoring, supply or distribution ❑ Yes ❑ No

k. Social networking ❑ Yes ❑ No

l. Gig economy/Referral service ❑ Yes ❑ No

m. Cell tower site selection, underground cabling or outdoor distributed antenna systems ❑ Yes ❑ No

n. Voting, voter registration or election results ❑ Yes ❑ No

21. Do you have medical or pharmaceutical clients, or do you provide any medical, health care, or wellness related services or software? ❑ Yes ❑ No

If "Yes," please provide the percentage of your services or software that affect or enable any of the following:

a. Medical or health care diagnosis, monitoring or treatment _____ %

b. Management, training, implementation, storing of electronic medical records _____ %

c. Pharmaceutical formulation, production or prescriptions including clinical data _____ %

d. Work for hospitals _____ %

e. Other health care or wellness related services (please explain below) _____ %

B. MEDIA LIABILITY

22. Please describe any media activities engaged in by the applicant (including but not limited to publishing, broadcasting, marketing, advertising, or otherwise producing or distributing media content):

23. Does the applicant retain a law firm or use in-house counsel to review material for copyright/trademark infringement or personal injury issues? ❑ N/A ❑ Yes ❑ No

24. Does the applicant obtain written releases with respect to creative material or talent from employees, models, freelancers, photographers, writers, composers, artists, illustrators, musicians and/or actors? ❑ N/A ❑ Yes ❑ No

25. Does the applicant have a procedure in place for responding to allegations that content created, displayed or published by the applicant is libelous, infringing or in violation of a third party's privacy rights? ❑ Yes ❑ No

C AND D. NETWORK SECURITY AND PRIVACY LIABILITY/DATA BREACH EXPENSE

26. Does the applicant collect, store or transmit Personally Identifiable Information* in electronic or non-electronic form? ❑ Yes ❑ No

If "Yes," please provide the type(s) and amount of information you process or store. If you do not know the exact amounts, please provide estimates:

Type(s) of Personally Identifiable Information Collected, Transmitted or Stored	Number of Records Collected or Transmitted Per Year	Maximum Number of Records Stored at Any One Time
Social security number or individual taxpayer identification number		
Financial account record (e.g.,. bank accounts)		

Payment card data (e.g., credit or debit cards)		
Driver's license number, passport number or other state or federal identification number		
Protected health information (e.g., medical records)		
Username/Email address, in combination with password or security question		
Biometric identifiers/Information**		
Other sensitive information*** – Please provide details: _____		

**Personally Identifiable Information means information concerning an individual that is considered non-public information including but not limited to health, financial or medical information including electronic medical records, social security numbers, financial or bank account information, driver's license numbers, credit card numbers and user names and passwords in combination.*

***Sensitive Personal Information means any information that could be deemed sensitive in nature such as sexual orientation, religious affiliation, ethnic origin, geolocation, etc.*

****Biometric information means any unique physical or behavioral characteristic that can be used for automated recognition*

Information/Network Security Risk Management:

27. Does the applicant utilize the following controls?
    a. Anti-virus software on all internet accessible devices ❑ Yes ❑ No
    b. Firewalls ❑ Yes ❑ No
    c. Intrusion detection software ❑ Yes ❑ No
    d. Passwords that are non-trivial and contain at least eight characters ❑ Yes ❑ No
    e. Default passwords changed on all third party hardware and software products ❑ Yes ❑ No
28. Does the applicant proactively address system vulnerabilities, including regularly updating anti-virus, endpoint protection and other critical security patches? ❑ Yes ❑ No
29. Has the applicant had a vulnerability assessment, penetration test or other network security assessment performed in the last 12 months? ❑ Yes ❑ No
30. Does the applicant have a data retention and destruction plan in place that includes both electronic and physical data? ❑ Yes ❑ No
31. Does the applicant block unnecessary outbound connections from their network? ❑ Yes ❑ No

Multi-factor Authentication:

32. Is multi-factor authorization utilized and required for all access to email and/or web/cloud applications? ❑ Yes ❑ No
33. Is multi-factor authorization utilized and required for all remote access to the network provided to employees, contractors, or any other third parties? ❑ Yes ❑ No

Information/Network Security Policy

34. Does the applicant have a written physical and network security policy in place? ❑ Yes ❑ No
35. Does the applicant have a designated individual responsible for the management of and compliance with the applicant's security policies? ❑ Yes ❑ No
    If "Yes," what is the name and title of this individual? _____
36. Does the applicant regularly provide cybersecurity awareness and privacy training to their employees? ❑ Yes ❑ No

Breach Response/Disaster Recovery/Business Continuity Planning:

37. Does the applicant have a written data breach response plan in place? ❑ Yes ❑ No
38. Does the applicant back up all valuable/sensitive data on a daily basis? ❑ Yes ❑ No
    If "No," how often? _____
39. Does the applicant have a disaster recovery and business continuity plan in place that is designed to avoid business interruption due to IT systems failure? ❑ Yes ❑ No
    If "Yes":
    a. Is this plan regularly tested and updated? ❑ Yes ❑ No
    b. How long does it take the applicant to fully restore their systems? _____

Encryption:

40. Does the applicant encrypt any of the following?
    a. Data “at rest” within computer databases or on back-up storage devices ❑ Yes ❑ No
    b. Data “in transit” via email or other electronic means of communication ❑ Yes ❑ No
    c. Data stored on mobile devices including laptops, flash drives and mobile phones ❑ Yes ❑ No

Physical Security:

41. Does the applicant have physical security in place to restrict access to computer systems or paper records that contain sensitive information? ❑ Yes ❑ No

Employee Controls:

42. Does the applicant conduct background checks on all employees? ❑ Yes ❑ No
43. Does the applicant restrict employee access to Personally Identifiable Information on a business “need-to-know” basis? ❑ Yes ❑ No
44. Does the applicant have a user revocation process including termination of all passwords and recovery of all data assets when an employee leaves the organization? ❑ Yes ❑ No

Third Party Service Providers:

45. Does the applicant outsource any part of their network, computer system, data storage (including paper records), point of sale system or information security functions? ❑ Yes ❑ No
    If “Yes,” please provide details including the functions outsourced and the names of the vendors used: _____
    _____
    _____
46. Does the applicant require third party providers to have minimum security measures for the use, storage and disclosure of Personally Identifiable Information shared between them and the applicant? ❑ Yes ❑ No

Privacy:

47. Does the applicant rent, sell or otherwise share any Personally Identifiable Information with third parties? ❑ Yes ❑ No

Vendor Controls:

48. Are business associate agreements in place for all third parties? ❑ N/A ❑ Yes ❑ No
49. Has the applicant confirmed that the payment processor and any third party assisting with payment cards is compliant with Payment Card Industry Data Security Standards? (PCI DSS) ❑ N/A ❑ Yes ❑ No
50. Have you entered into a written contract or agreement with a service provider or utilize a third party that holds, transmits, or stores personal information* on your behalf? ❑ Yes ❑ No
    If “Yes,” list providers:

Service Provider Name	Services Provided	Type of Personal Information	Number of Records

Cyber Crime:

51. Average number of wire transfers per month: _____
52. Average value of wire transfers: _____
53. Does the applicant have written procedures in place to confirm the authenticity of a funds transfer request from both within and outside of their organization? ❑ Yes ❑ No
    If “Yes,” please confirm the applicant verifies the authenticity of a funds transfer request by an alternative method from the original means of the instruction prior to processing (i.e., a phone call to a verified telephone number if the request came in as an email) for the following:
    a. All funds transfer requests where a transfer has not been previously made ❑ Yes ❑ No
    b. All requested changes to account and vendor/supplier information ❑ Yes ❑ No
    c. All funds transfer requests greater than $10,000 regardless of the relationship to the requesting party ❑ Yes ❑ No
54. Does the applicant provide training for all employees to ensure these procedures are utilized? ❑ Yes ❑ No

Regulatory Compliance:

55. If the applicant provides services that are involved in credit card or other payment card transactions, is the applicant compliant with Payment Card Industry Data Security Standards (PCI DSS)? ❑ N/A ❑ Yes ❑ No
    If "No," please explain: _____
56. If the applicant provides services that involve medical records or patient data of any kind, is the applicant compliant with the Health Information Portability and Accountability Act (HIPAA)? ❑ N/A ❑ Yes ❑ No
    If "No," please explain: _____
57. Is the applicant subject to any other regulations that pertain to the protection of private or personal information? ❑ Yes ❑ No
    If "Yes," please list the name of the applicable regulation(s) and confirm the applicant is fully compliant with such regulation(s):

    _____

LOSS INFORMATION

Attach a statement of details for all "Yes" answers to the following questions:

58. Has any owner, partner, director, or employee ever had their license revoked or suspended, been fined or disciplined in any way or been the subject of any investigation by any regulating body related to their profession? ❑ Yes ❑ No
59. Has any owner, partner, director, employee or independent contractor initiated litigation against any of your clients in the past five years? ❑ Yes ❑ No
60. During the past five years, has any claim been made or suit brought against the applicant, its predecessor(s) in business or any of its present or former owners, partners, officers, directors, employees or independent contractors? ❑ Yes ❑ No
61. Is any owner, partner, officer, director, employee or independent contractor aware of any circumstance, allegation, contention or incident which may result in a claim being made against the applicant, its predecessor(s) in business or any of its present or former partners, owners, officers, directors, employees or independent contractors? ❑ Yes ❑ No
62. Has any policy or application for professional liability insurance on your behalf or on the behalf of any of your principals, officers, employees, independent contractors or on behalf of any predecessor(s) in business ever been declined, cancelled or renewal refused? (Not applicable in Missouri) ❑ Yes ❑ No
63. Has any regulatory, governmental or administrative action(s) been brought against the applicant involving actual or alleged privacy violations, including but not limited to the use or disclosure of Personally Identifiable Information? ❑ Yes ❑ No
64. Is any owner, partner, director, employee or independent contractor aware of any data breach or security breach (including a ransomware incident) that has or may result in unauthorized use or disclosure of Personally Identifiable Information or other private information held by the applicant or held by a client of the applicant? ❑ Yes ❑ No
65. Has any owner, partner, director, employee or independent contractor received or aware of any complaint, notice or claim involving a data breach resulting in the unauthorized use or disclosure of Personally Identifiable Information held by the applicant or Personally Identifiable Information held by a client of the applicant? ❑ Yes ❑ No
66. Has any owner, partner, director, employee or independent contractor experienced a loss of funds or goods resulting from social engineering fraud, telecommunications fraud, or wire transfer fraud in the past five years? ❑ Yes ❑ No
67. In the last five years, has there been an unplanned outage of the applicant's network, computer systems, email or web applications lasting more than eight hours? ❑ Yes ❑ No

FRAUD STATEMENTS

Alabama, Arkansas, District of Columbia, New Mexico, Rhode Island and West Virginia: 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.

California: For your protection California law requires the following to appear on this application. Fraud Statement: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

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.

Florida Fraud Statement: 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 of the third degree.

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, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or 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.

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

Maryland Fraud Statement: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

New Jersey Fraud Statement: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.
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.
Oregon Fraud Statement: Notice to Oregon 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 may be guilty of insurance fraud.
Kentucky and Pennsylvania 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 subjects such person to criminal and civil penalties.
Tennessee, Virginia and 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 include imprisonment, fines and denial of insurance benefits.
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 may be guilty of a crime and may be subject to fines and confinement in prison.

STATE NOTICES

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.
Florida Surplus Lines Notice: (Applies only if policy is non-admitted) 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.
Florida and Illinois Punitive Damage Notice: I understand that there is no coverage for punitive damages assessed directly against an insured under Florida and Illinois law. However, I also understand that punitive damages that are not assessed directly against an insured, also known as “vicariously assessed punitive damages”, are insurable under Florida and Illinois law. Therefore, if any Policy is issued to the Applicant as a result of this Application and such Policy provides coverage for punitive damages, I understand and acknowledge that the coverage for Claims brought in the State of Florida and Illinois is limited to “vicariously assessed punitive damages” and that there is no coverage for directly assessed punitive damages.
Maine Notice: The insurer is not permitted to withdraw any binder once issued, 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.
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 or Wrongful Employment Acts that took place prior to 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 for incidents reported during the Policy Period or any subsequent renewal of this Policy or any extended reporting period 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.
Ohio Representation Statement: By acceptance of this policy, the Insured agrees the statements in the application (new or renewal) submitted to the company are true and correct. It is understood and agreed that, to the extent permitted by law, the Company reserves the right to rescind this policy, or any coverage provided herein, for material misrepresentations made by the Insured. It is understood and agreed that the statements made in the insurance applications are incorporated into, and shall form part of, this policy. THE INSURED UNDERSTANDS AND AGREES THAT ANY MATERIAL MISREPRESENTATION OR OMISSION ON THIS APPLICATION WILL ACT TO RENDER ANY CONTRACT OF INSURANCE NULL AND WITHOUT EFFECT OR PROVIDE THE COMPANY THE RIGHT TO RESCIND IT.
South Carolina: THE INSURER CAN CANCEL THIS POLICY FOR WHICH YOU ARE APPLYING WITHOUT CAUSE DURING THE FIRST 120 DAYS. THAT IS THE INSURER’S CHOICE. AFTER THE FIRST 120 DAYS, THE INSURER CAN ONLY CANCEL THIS POLICY FOR REASONS STATED IN THE POLICY.
Utah Punitive Damages Notice: I understand that Punitive Damages are not insurable in the state of Utah. There will be no coverage afforded for Punitive Damages for any Claim brought in the State of Utah. Any coverage for Punitive Damages will only apply if a Claim is filed in a state which allows punitive or exemplary damages to be insurable. This may apply if a Claim is brought in another state by a subsidiary or additional location(s) of the Named Insured, outside the state of Utah, for which coverage is sought under the same policy
Missouri and Rhode Island Disclosure Notice: I understand and acknowledge that if a $100,000 or $250,000 Limit of Liability is chosen or if the Insured Organization has more than 200 employees, that Defense Costs are a part of the Limit of Liability. This means that Defense Costs will reduce my limits of insurance and may exhaust them completely and should that occur, I shall be liable for any further legal Defense Costs and Damages. Defense Costs are as defined in Section III. I also understand that the Limit of Liability for the Extended Reporting Period, if applicable, shall be a part of and not in addition to the limit specified in the Policy Declarations.
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 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.

If your state requires that we have information regarding your Authorized Retail Agent or Broker, please provide below.

Retail agency name: _____ License #: _____

Agent's signature: _____ Main agency phone number: _____

(Required in New Hampshire)

Agency mailing address: _____

City: _____ State: _____ Zip: _____

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.

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.

Applicant's signature: _____ Title: _____

Principal, Partner or Officer

Date: _____

Privacy Notice At Collection

We may need to collect certain personal information to provide you with our services and products. For information on how we store, use and protect personal information, please see our Privacy Policy accessible on our website, **https://www.usli.com/privacy-policy/**.