



New England Excess Exchange, Ltd.

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MISCELLANEOUS PROFESSIONAL LIABILITY APPLICATION
CLAIMS MADE AND REPORTED FORM

ALL QUESTIONS MUST BE ANSWERED IN FULL. APPLICATION MUST BE SIGNED AND DATED BY THE PRINCIPAL, OFFICER OR PARTNER

APPLICANT'S NAME _____ AGENT _____

APPLICANT MAILING ADDRESS _____ APPLICANT'S PHONE NUMBER _____

WEB ADDRESS _____

INSPECTION CONTACT _____

PROPOSED POLICY PERIOD FROM: _____ To: _____ PHONE NUMBER FOR INSPECTION CONTACT _____

APPLICANT IS [] INDIVIDUAL [] PARTNERSHIP [] CORPORATION [] JOINT VENTURE [] OTHER _____

LOCATION #1 _____

LOCATION #2 _____

LOCATION #3 _____

PROVIDE FULL DETAILS TO ALL 'YES' RESPONSES ON THE NOTES PAGE OF THIS APPLICATION OR ON A SEPARATE SHEET
IDENTIFY ENTRIES BY QUESTION NUMBER AND COVERAGE FOR EACH SECTION

- 1. IS THE APPLICANT CONTROLLED, OWNED BY, AFFILIATED OR ASSOCIATED WITH ANY OTHER FIRM, CORPORATION, OR COMPANY? [] Yes [] No
If Yes, PLEASE PROVIDE FULL DETAILS INCLUDING NAME(S) AND RELATIONSHIP.
2. DOES THE APPLICATION HAVE ANY SUBSIDIARIES [] Yes [] No
If Yes, PLEASE PROVIDE FULL DETAILS INCLUDING NAME(S) AND SERVICES PROVIDED.
3. IS COVERAGE DESIRED FOR SUBSIDIARIES? [] Yes [] No
4. DURING THE PAST FIVE (5) YEARS HAS:
A. THE NAME OF THE FIRM BEEN CHANGED [] Yes [] No
B. THE APPLICANT ACQUIRED ANY OTHER BUSINESS(ES) [] Yes [] No
C. THE APPLICANT MERGED INTO OR CONSOLIDATED WITH ANOTHER FIRM? [] Yes [] No
5. PLEASE PROVIDE A FULL DESCRIPTION OF THE APPLICANT'S PROFESSIONAL SERVICES FOR WHICH COVERAGE IS DESIRED:

6. IS THE APPLICANT ENGAGED IN ANY BUSINESS, OR PROVIDING PROFESSIONAL SERVICES NOT DESCRIBED ABOVE? [] Yes [] No
If Yes, PLEASE PROVIDE FULL DETAILS AND ESTIMATED REVENUES

7. DATES OF THE APPLICANT'S FISCAL PERIOD: FROM: _____ To: _____

8. TOTAL GROSS ANNUAL REVENUE:
FIRST YEAR PRIOR CURRENT YEAR PROJECTED NEXT YEAR
\$ \$ \$

9. DOES THE APPLICANTS GROSS REVENUES INCLUDE INCOME DERIVED FROM OPERATIONS OUTSIDE OF UNITED STATES, ITS TERRITORIES OR POSSESSIONS? [] Yes [] No
If Yes, PROVIDE THE NAME AND THE PERCENTAGE OF THE APPLICANTS TOTAL GROSS REVENUE FOR EACH COUNTRY

10. PLEASE DESCRIBE THE APPLICANT'S THREE (3) LARGEST JOBS OR PROJECTS DURING THE PAST THREE (3) YEARS:

CLIENT NAME	SERVICES RENDERED	REVENUE
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

11. PLEASE DESCRIBE THE APPLICANT'S JOBS OR PROJECTS CONTEMPLATED DURING THE CURRENT YEAR:

CLIENT NAME	SERVICES RENDERED	REVENUE
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

12. DOES THE APPLICANT PROVIDE SERVICES FOR ANY CLIENT(S) IN WHICH A PRINCIPAL, PARTNER, DIRECTOR, OFFICER, EMPLOYEE OR INDEPENDENT CONTRACTOR OF THE APPLICANT'S FIRM SERVES AS AN OFFICER OR ON THE BOARD OF DIRECTORS OR OWNS ANY FINANCIAL OR EQUITY INTEREST? Yes No
If Yes, PLEASE INCLUDE FULL DETAILS INCLUDING CLIENT NAME, RELATIONSHIP, AND REVENUES GENERATED.

13. NUMBER OF PRINCIPALS, PARTNERS, OFFICERS, AND PROFESSIONAL EMPLOYEES DIRECTLY ENGAGED IN PROVIDING SERVICES TO CLIENTS. _____

14. NUMBER OF INDEPENDENT CONTRACTORS DIRECTLY ENGAGED IN PROVIDING SERVICES TO CLIENTS:..... _____

15. DOES THE APPLICANT WISH TO PROVIDE COVERAGE FOR INDEPENDENT CONTRACTORS WORKING ON THE THEIR BEHALF? Yes No
If Yes, THEN PLEASE COMPLETE THE FOLLOWING:

A. WHAT PERCENTAGE OF THE APPLICANTS ANNUAL REVENUES ARE DERIVED FROM SERVICES PROVIDED BY INDEPENDENT CONTRACTORS? _____ %

B. DO THE INDEPENDENT CONTRACTORS WORK EXCLUSIVELY FOR THE APPLICANT? Yes No

C. DO THE INDEPENDENT CONTRACTORS PROVIDE ANY SERVICES NOT DESCRIBED IN QUESTION FIVE (5) ABOVE? Yes No
If Yes, PLEASE DESCRIBE SERVICE(S):

D. ARE INDEPENDENT CONTRACTORS PERMITTED TO WORK WITHOUT THEIR OWN ERROR AND OMISSIONS INSURANCE? Yes No

16. PLEASE PROVIDE THE FOLLOWING INFORMATION:

NAME OF PRINCIPAL PARTNER(S) KEY EMPLOYEES & INDEPENDENT CONTRACTORS	PROFESSIONAL DESIGNATION(S)	YEARS EXPERIENCE	YEARS WITH COMPANY
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

17. HAS ANY PROSPECTIVE INSURED EVER BEEN THE SUBJECT OF ANY DISCIPLINARY ACTION OR INVESTIGATION BY ANY REGULATING BODY RELATED TO THEIR PROFESSION? Yes No

18. DOES THE APPLICANT USE A WRITTEN CONTRACT OR LETTER OF ENGAGEMENT WITH EACH CLIENT? Yes No

If No, PLEASE PROVIDE THE PERCENTAGE OF ANNUAL REVENUES WHERE A WRITTEN CONTRACT IS SECURED: _____ %

19. DOES THE APPLICANT'S CONTRACT OR ENGAGEMENT LETTER CONTAIN ANY OF THE FOLLOWING ITEMS?
 PLEASE CHECK ALL THAT APPLY:

- HOLD HARMLESS AGREEMENT OR INDEMNIFICATION CLAUSES IN THE APPLICANTS FAVOR
- HOLD HARMLESS AGREEMENT OR INDEMNIFICATION CLAUSES IN THE CLIENT'S FAVOR
- A SPECIFIC DESCRIPTION OF THE SERVICES THE APPLICANT WILL PROVIDE
- GUARANTEES OR WARRANTIES WITH RESPECT TO RESULTS
- PAYMENT TERMS

20. HAS ANY POLICY OR APPLICATION FOR SIMILAR INSURANCE MADE ON THE APPLICANT'S BEHALF EVER BEEN DECLINED, CANCELLED OR NONRENEWED? Yes No
If Yes, PLEASE PROVIDE DETAILS.

21. PLEASE PROVIDE INFORMATION PERTAINING TO MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE FOR THE PAST THREE (3) YEARS.
CHECK THE BOX IF NO PRIOR MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE CARRIED:

CURRENT

1ST YEAR PRIOR

2ND YEAR PRIOR

NAME OF COMPANY:	_____	_____	_____
POLICY PERIOD:	_____	_____	_____
LIMIT OF LIABILITY:	_____	_____	_____
DEDUCTIBLE:	_____	_____	_____
PREMIUM:	_____	_____	_____

RETROACTIVE DATE OF THE EXPIRING POLICY: _____

22. HAVE ANY CLAIMS, SUITS, OR DEMANDS FOR ARBITRATION BEEN MADE AGAINST THE APPLICANT, ITS PREDECESSOR(S) OR ANY PAST OR PRESENT PRINCIPAL, PARTNER, OFFICER OR EMPLOYEES WITHIN THE PAST FIVE (5) YEARS? Yes No
If Yes, please complete a Claims Supplemental Application for each incident.

23. AFTER INQUIRY OF ALL PRINCIPALS, PARTNERS, OFFICERS, EMPLOYEES OR INDEPENDENT CONTRACTORS, IS THE APPLICANT AWARE OF ANY ACT, ERROR, OMISSION, UNRESOLVED JOB DISPUTE OR ANY OTHER CIRCUMSTANCE THAT IS OR COULD BE A BASIS FOR A CLAIM UNDER THE PROPOSED INSURANCE? Yes No
If Yes, please complete a Claim Supplemental Application for each incident.

24. PLEASE INDICATE THE NUMBER OF CLAIM SUPPLEMENTAL APPLICATIONS ATTACHED TO THIS APPLICATION:..... _____

NOTES:

FRAUD STATEMENT

TO INSURED IN THE STATES OF:

ALABAMA, ALASKA, ARIZONA, CALIFORNIA, CONNECTICUT, DELAWARE, GEORGIA, HAWAII, IDAHO, ILLINOIS, INDIANA, IOWA, KANSAS, MAINE, MASSACHUSETTS, MARYLAND, MICHIGAN, MINNESOTA, MISSISSIPPI, MISSOURI, MONTANA, NEBRASKA, NEW HAMPSHIRE, NEVADA, NORTH CAROLINA, NORTH DAKOTA, OREGON, SOUTH CAROLINA, SOUTH DAKOTA, TENNESSEE, TEXAS, UTAH, VERMONT, WEST VIRGINIA, WISCONSIN, WYOMING:

NOTICE: IN SOME STATES, ANY PERSON WHO KNOWINGLY, AND WITH THE INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON, FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR, FOR THE PURPOSE OF MISLEADING, CONCEALS INFORMATION CONCERNING ANY FACT MATERIAL THERETO, MAY COMMIT A FRAUDULENT INSURANCE ACT WHICH IS A CRIME IN MANY STATES. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, OR A DENIAL OF INSURANCE BENEFITS.

ARKANSAS

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.

COLORADO

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 CLAIMING WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FOR INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES.

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 INSURANCE COMPANY FILES A STATEMENT OF CLAIM CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

KENTUCKY

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.

LOUISIANA

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.

NEW JERSEY

ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES

NEW MEXICO

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.

NEW YORK

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR COMMERCIAL INSURANCE OR A STATEMENT OF CLAIM FOR ANY COMMERCIAL OR PERSONAL INSURANCE BENEFITS CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, AND ANY PERSON WHO, IN CONNECTION WITH SUCH APPLICATION OR CLAIM, KNOWINGLY MAKES OR KNOWINGLY ASSISTS, ABETS, SOLICITS OR CONSPIRES WITH ANOTHER TO MAKE A FALSE REPORT OF THE THEFT, DESTRUCTION, DAMAGE OR CONVERSION OF ANY MOTOR VEHICLE TO A LAW ENFORCEMENT AGENCY, THE DEPARTMENT OF MOTOR VEHICLES OR AN INSURANCE COMPANY 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 VALUE OF THE SUBJECT MOTOR VEHICLE OR STATED CLAIM FOR EACH VIOLATION.

OHIO

ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE/SHE 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

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.

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 ACT, WHICH IS A CRIME, AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

RHODE ISLAND

NOTICE: UNDER RHODE ISLAND LAW, THERE IS A CRIMINAL PENALTY FOR FAILURE TO DISCLOSE A CONVICTION OF ARSON. IN SOME STATES, 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, FOR THE PURPOSE OF MISLEADING, CONCEALS INFORMATION CONCERNING ANY FACT MATERIAL THERETO, MAY COMMIT A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME IN MANY STATES.

VIRGINIA

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.

WASHINGTON

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

IMPORTANT NOTICE

AS PART OF OUR UNDERWRITING PROCEDURE, A ROUTINE INQUIRY MAY BE MADE TO OBTAIN APPLICABLE INFORMATION CONCERNING CHARACTER, GENERAL REPUTATION, PERSONAL CHARACTERISTICS, AND MODE OF LIVING. UPON WRITTEN REQUEST, ADDITIONAL INFORMATION AS TO THE NATURE AND SCOPE OF THE REPORT, IF ONE IS MADE, WILL BE PROVIDED.

FOR THE PURPOSES OF THIS APPLICATION, THE UNDERSIGNED AUTHORIZED AGENT OF ALL PERSON(S) AND ENTITY(IES) PROPOSED FOR THIS INSURANCE DECLARES THAT, TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF, AFTER REASONABLE INQUIRY, THE STATEMENTS IN THIS APPLICATION, AND IN ANY ATTACHMENTS, ARE TRUE AND COMPLETE. THE COMPANY IS AUTHORIZED TO MAKE ANY INQUIRY IN CONNECTION WITH THIS APPLICATION. ACCEPTING THIS APPLICATION DOES NOT BIND THE COMPANY TO ISSUE A POLICY.

THE INFORMATION CONTAINED IN AND SUBMITTED WITH THIS APPLICATION IS ON FILE WITH THE COMPANY AND IS CONSIDERED PHYSICALLY ATTACHED TO THIS APPLICATION. THIS APPLICATION AND SUCH INFORMATION WILL BECOME PART OF, AND BE CONSIDERED PHYSICALLY ATTACHED TO, ANY POLICY ISSUED AS A RESULT OF THIS APPLICATION. IF, AS A RESULT OF THIS APPLICATION, A POLICY IS ISSUED, THE COMPANY WILL HAVE RELIED UPON THIS APPLICATION AND ON SUCH ATTACHMENTS.

IF THE STATEMENTS IN THIS APPLICATION OR IN ANY ATTACHMENT CHANGE MATERIALLY BEFORE THE EFFECTIVE DATE OF ANY PROPOSED POLICY, THE APPLICANT MUST NOTIFY THE COMPANY, AND THE COMPANY MAY MODIFY OR WITHDRAW ANY QUOTATION. THE UNDERSIGNED DECLARES THAT THE PERSON(S) AND ENTITY(IES) PROPOSED FOR THIS INSURANCE UNDERSTANDS THAT:

AS RESPECTS TO MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE:

- (A) THE POLICY FOR WHICH APPLICATION IS MADE WILL APPLY ONLY TO CLAIMS FIRST MADE OR DEEMED MADE DURING THE PERIOD IN WHICH THE POLICY IS IN EFFECT; AND
- (B) THE LIMITS OF LIABILITY CONTAINED IN THE POLICY MAY BE COMPLETELY EXHAUSTED, BY THE PAYMENT OF DEFENSE EXPENSES AND, IN SUCH EVENT, THE COMPANY WILL NOT BE RESPONSIBLE FOR THE CONTINUED DEFENSE OF ANY CLAIM OR BE LIABLE FOR THE DEFENSE EXPENSES OR FOR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT TO THE EXTENT THAT ANY OF THE FOREGOING EXCEED ANY APPLICABLE LIMIT OF LIABILITY; AND
- (C) DEFENSE EXPENSES WILL BE APPLIED AGAINST ANY APPLICABLE DEDUCTIBLE.

APPLICANT:		
BY (PRINCIPAL, OFFICER OR PARTNER)	TITLE:	DATE: