



Epac EZ - MPL Application (NY)

(For companies with \$5M and less in revenues)

NOTICE

WITH RESPECT TO ALL COVERAGE PARTS, THE POLICY YOU ARE APPLYING FOR IS A CLAIMS-MADE POLICY, AND SUBJECT TO ITS PROVISIONS, APPLIES ONLY TO ANY CLAIM FIRST MADE DURING THE POLICY PERIOD. THE POLICY YOU ARE APPLYING FOR PROVIDES NO COVERAGE FOR CLAIMS ARISING OUT OF INCIDENTS, SITUATIONS OR ACTS OR OMISSIONS WHICH TOOK PLACE PRIOR TO THE PRIOR OR PENDING/RETRO - ACTIVE DATE, IF ANY, STATED ON THE DECLARATIONS. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE AFTER THE END OF THE POLICY PERIOD UNLESS, AND TO THE EXTENT THAT, THE AUTOMATIC EXTENDED REPORTING PERIOD APPLIES. SUBJECT TO THE POLICY PROVISIONS, YOU MAY PURCHASE ADDITIONAL EXTENDED REPORTING PERIOD COVERAGE FOR A PERIOD OF EITHER ONE YEAR OR THREE YEARS. THERE IS THE POTENTIAL FOR COVERAGE GAPS THAT MAY ARISE UPON EXPIRATION OF SUCH ADDITIONAL EXTENDED REPORTING PERIOD COVERAGE.

THE POLICY YOU ARE APPLYING FOR IS A "DEFENSE WITHIN LIMITS" POLICY. UNDER THIS POLICY, ALL DEFENSE COSTS ARE INCLUDED WITHIN BOTH THE APPLICABLE LIMIT OF LIABILITY AND RETENTION. THIS COULD RESULT IN THE LIMIT OF LIABILITY BECOMING COMPLETELY EXHAUSTED BY THE PAYMENT OF DEFENSE COSTS, IN WHICH CASE, NO FURTHER COVERAGE IS PROVIDED BY THE POLICY. DEFENSE COSTS, AS WELL AS ANY LOSSES AS DEFINED IN EACH APPLICABLE COVERAGE PART, REDUCE THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTION. PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

1. The Applicant to be named in Item 1. of the Declarations (the Named Insured):

Street Address (No P.O. Box): _____

City: _____ State: _____ Zip: _____

Telephone: _____ - _____ - _____ Years in Business: _____

Website: _____

Prior Acts Coverage:	If you currently have professional liability or errors & omissions coverage in place, please give us the current Retro Date: _____
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2. Proposed effective date of coverage being applied for: _____

Projected Annual Revenues:	\$ _____
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3. - Estimate the total percentage of revenue derived from the following Miscellaneous Professional Services:

Answering Service: (%)	_____	Credit Reporting Service: (%)	_____	Marketing Consultant/Research: (%)	_____
Association Management Services: (%)	_____	Direct Mail/Fulfillment Service: (%)	_____	Meeting/Event Planning service: (%)	_____
Association Professional Liability: (%)	_____	Document Destruction: (%)	_____	Notary: (%)	_____
Billing Services (Non-Medical): (%)	_____	Document Storage: (%)	_____	Permanent Placement/Recruiting: (%)	_____
Bookkeeping Services: (%)	_____	Employment Drug Testing: (%)	_____	Premium Financing: (%)	_____
Business Process Outsourcing: (%)	_____	Employment Screening: (%)	_____	Printing Service: (%)	_____
Call Center Service: (%)	_____	Equipment Lease Brokerage: (%)	_____	Telemarketing Services: (%)	_____
Consulting Service: (%)	_____	Executive Coaching: (%)	_____	Temporary Staffing Service: (%)	_____
Courier Service: (%)	_____	Expert Witness: (%)	_____	Translation Service: (%)	_____
Court Reporting: (%)	_____	HR Consultant: (%)	_____	Travel Agent Service: (%)	_____

The following questions need to be answered True, if you are not able to comply, please consult your Insurance Agent or Broker.

4. Our Company uses a written contract or engagement letter when providing professional services. ☐ True ☐ False
5. Our senior management has at least 3 years experience within the professional services chosen above. ☐ True ☐ False
6. Our company has no knowledge, information of any circumstance, any allegation or any incident that could give rise to a professional liability claim, nor have we had any professional liability claim(s) made against us with in the past 3 years. ☐ True ☐ False
7. Our company has client complaint resolution policies and procedures in place. ☐ True ☐ False
8. Our company does not consult on or provide any services relating to bankruptcy, mergers & acquisitions, interim management, methods of financing, investment advice, insurance services, medical benefits, mortgage services, healthcare services or real estate services. ☐ True ☐ False
9. Our company does not provide professional services as an architect, engineer, construction manager, licensed contractor or any profession that requires government or regulatory licensure. ☐ True ☐ False



VIII. WARRANTY *(To be completed by Applicants)*

Applicant hereby declare, after diligent inquiry, that the information contained herein and in any supplemental applications or forms required hereby, are true, accurate and complete, and that no material facts have been suppressed or misstated. Applicant acknowledges a continuing obligation to report to the CNA Company to whom this Application is made ("the Company") as soon as practicable any material changes in all such information, after signing the application and prior to issuance of the policy, and acknowledges that the Company shall have the right to withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance based upon such changes.

Further, Applicant understands and acknowledges that:

- 1) Completion of this application and any supplemental applications or forms does not bind the Company to issue the policy;
- 2) If a policy is issued, the Company will have relied upon, as representations, this application, any supplemental applications and any other statements furnished to the Company in conjunction with this application;
- 3) All supplemental applications, statements and other materials furnished to the Company in conjunction with this application are hereby incorporated by reference into this application and made a part thereof;
- 4) This application will be the basis of the contract and will be incorporated by references into and made a part of such policy;
- 5) If a policy is issued, the limit of liability contained in the policy shall be reduced and may be completely exhausted by the payment of damages and claims expenses. In such event the Company shall not be liable for damages or claims expenses to the extent that such cost or amount exceeds the limit of liability of this policy;
- 6) If a policy is issued, claims expenses which are incurred shall be applied against the deductible or retention amount as provided in the policy;
- 7) Applicant's failure to report to its current insurance company any claim made against it during the current policy term, or act, omission or circumstances which the Applicant is aware of that may give rise to a claim before expiration of the current policy, may create a lack of coverage.

WARNING - ARKANSAS, COLORADO, FLORIDA, HAWAII, KENTUCKY, LOUISIANA, NEW JERSEY, NEW YORK, MAINE, OHIO, OKLAHOMA, PENNSYLVANIA AND VIRGINIA RESIDENTS ONLY

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 and 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 (for New York residents only: 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.) (For Colorado Residents only: 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.) (For Hawaii residents only: For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.)

This application must be signed by the Chairman of the Board, Chief Executive Officer, Chief Financial Officer, President or General Counsel

Signed: _____

Title: _____

Corporation: _____

Date: _____

The undersigned acknowledges that he or she is aware that defense costs reduce and may exhaust the applicable Limits of Liability. The Insurer is not liable for any loss (which includes defense costs) in excess of the applicable Limits of Liability.