



United States Liability Insurance Group "The Answer"

Corporate Directors & Officers Liability and Employment Practices Liability

RENEWAL APPLICATION

ALL QUESTIONS MUST BE ANSWERED AND APPLICATION MUST BE SIGNED BY APPLICANT.
THIS IS AN APPLICATION FOR A CLAIMS MADE POLICY. PLEASE READ YOUR POLICY CAREFULLY.
Defense Costs shall be applied against the retention.

1. Name of Organization _____
Primary Address _____
Web Site Address _____

2. Have you acquired, created or sold any subsidiaries in the past year? Yes No If "Yes", please provide: Name, Date; Location; Operations; Ownership; Assets.

3. Name and Title of Officer designated to receive all notices on behalf of all Insureds _____

4. Have there been any changes in ownership affecting more than 10% of the stock or membership interests in the past year? Yes No
If "Yes", please explain in an attachment to this application.

5. Have any of the following taken place or been agreed to in the past 12 months or are any anticipated in the next 12 months?
If "Yes", please explain fully in an attachment to this application.

	Yes	No
a) Changes in the Board of Directors or Senior Management for reasons other than expiration of term, death or retirement?	<input type="checkbox"/>	<input type="checkbox"/>
b) Changes in the organization's outside auditors?	<input type="checkbox"/>	<input type="checkbox"/>
c) An auditor's finding of any material weaknesses in Organization's system of internal controls?	<input type="checkbox"/>	<input type="checkbox"/>
d) Violation or breach of any debt covenant, loan agreement or other material obligation?	<input type="checkbox"/>	<input type="checkbox"/>
e) Merger or consolidation with another entity?	<input type="checkbox"/>	<input type="checkbox"/>
f) Sale, distribution or divestiture of more than 25% of assets or stock of the Organization?	<input type="checkbox"/>	<input type="checkbox"/>
g) Registration for a public offering?	<input type="checkbox"/>	<input type="checkbox"/>
h) Private placement of securities?	<input type="checkbox"/>	<input type="checkbox"/>
i) Reorganization or other formal arrangement with creditors?	<input type="checkbox"/>	<input type="checkbox"/>

6. Total number of employees and workers.

	Current 12 months	Anticipated next 12 months
Full Time:	_____	_____
Part Time:	_____	_____
Temporary/Seasonal:	_____	_____
Independent Contractors:	_____	_____
Leased:	_____	_____

7. Are any reductions involving more than 10% of the workforce anticipated in the next 12 months? Yes No
If "Yes", please attach details.

8. Number of employees voluntarily terminated or laid off during the past 12 months? _____

REQUIRED INFORMATION

- A. Completed Application signed and dated by the President or Chairman of the Board.
- B. Most recent financial statement.
- C. Any Private Placement Memorandum issued or drafted in the past 12 months.

ARIZONA AND OREGON 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 MAY BE SUBJECT TO A CIVIL PENALTY.

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.

UTAH, CONNECTICUT, OHIO FRAUD STATEMENT: 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.

MAINE AND VIRGINIA 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.

VIRGINIA NOTICE: YOU HAVE AN OPTION TO PURCHASE A SEPARATE LIMIT OF LIABILITY FOR THE EXTENSION PERIOD, POLICY COMMON CONDITIONS I. IF YOU DO NOT ELECT THIS OPTION, THE LIMIT OF LIABILITY FOR THE EXTENSION PERIOD SHALL BE PART OF AND NOT IN ADDITION TO THE LIMIT SPECIFIED IN THE DECLARATIONS.

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.

MINNESOTA NOTICE: THE CLAUSE "AND/OR AUTHORIZATION OR AGREEMENT TO BIND THE INSURANCE." IS REPLACED WITH "AUTHORIZATION OR AGREEMENT TO BIND THE INSURANCE MAY BE WITHDRAWN OR MODIFIED BASED ON CHANGES TO THE INFORMATION CONTAINED IN THIS APPLICATION PRIOR TO THE EFFECTIVE DATE OF THE INSURANCE APPLIED FOR THAT MAY RENDER INACCURATE, UNTRUE OR INCOMPLETE ANY STATEMENT MADE WITH A MINIMUM OF 10 DAYS NOTICE GIVEN TO THE INSURED PRIOR TO THE EFFECTIVE DATE OF CANCELLATION WHEN THE CONTRACT HAS BEEN IN EFFECT FOR LESS THAN 90 DAYS OR IS BEING CANCELED FOR NONPAYMENT OF PREMIUM.

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 EXTENDED REPORTING PERIOD COVERAGE. THE POLICY INCLUDES AN AUTOMATIC 60 DAY EXTENDED CLAIMS REPORTING PERIOD FOLLOWING THE TERMINATION OF THIS POLICY. (90 DAYS IF THE INSURED IS A PUBLIC ENTITY.) 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 OF 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 INCREASED INDEPENDENT OF OVERALL RATE INCREASES UNTIL THE CLAIMS-MADE RELATIONSHIP HAS MATURED.

DEFENSE COSTS SHALL REDUCE AND MAY COMPLETELY EXHAUST THE DIRECTORS AND OFFICERS LIMIT OF LIABILITY SHOWN ON THE DECLARATIONS. TO THE EXTENT THAT THE LIMIT OF LIABILITY IS EXHAUSTED BY DEFENSE COSTS, THE COMPANY SHALL NOT BE LIABLE FOR THE DEFENSE OF ANY CLAIM OR THE AMOUNT OF ANY JUDGEMENT OR SETTLEMENT AS RESPECTS THIS COVERAGE. THE COMPANY SHALL PAY ONLY LOSS IN EXCESS OF THE RETENTION AND SUBJECT TO THE CO-INSURANCE PROVISIONS STATED IN THE POLICY. DEFENSE COSTS SHALL BE APPLIED AGAINST THE RETENTION.

MISSOURI AND ARKANSAS DISCLOSURE NOTICES: I UNDERSTAND AND ACKNOWLEDGE THAT THIS POLICY CONTAINS A DEFENSE WITHIN THE LIMITS PROVISION WHICH MEANS THAT "DEFENSE COSTS" WILL REDUCE MY LIMITS OF INSURANCE AND MAY EXHAUST THEM COMPLETELY. SHOULD THAT OCCUR, I SHALL BE LIABLE FOR ANY FURTHER LEGAL "DEFENSE COSTS" AND DAMAGES. THIS PROVISION APPLIES TO THE DIRECTORS AND OFFICERS LIABILITY COVERAGE PART AND ALSO APPLIES TO THE EMPLOYMENT PRACTICES LIABILITY COVERAGE PART IF I HAVE MORE THAN 200 EMPLOYEES OR IF MY LIMITS OF LIABILITY ARE LESS THAN \$500,000.

SIGNED AND ACCEPTED BY THE INSURED: _____
SIGNATURE OF PRESIDENT OR CHAIRMAN

IF THE PRIMARY ADDRESS OF THE LOCATION 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 NAMES AND ADDRESS OF YOUR (INSURED'S) AUTHORIZED AGENT OR BROKER.

NAME OF AUTHORIZED AGENT OR BROKER: _____

ADDRESS: _____

AGENT OR BROKER LICENSE NUMBER: _____

The undersigned represents that to the best of his/her knowledge and belief the particulars and statements set forth herein are true and agree that those particulars and statements are material to the acceptance of the risk assumed by the Company. The undersigned further declares that any claim, incident or event taking place prior to the effective date of the insurance applied for which may render inaccurate, untrue, or incomplete any statement made will immediately be reported in writing to the Company and the Company may withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance. The signing of this Application does not bind the undersigned to purchase the insurance, nor does the review of this Application bind the Company to issue a policy. It is understood the Company is relying on this Application in the event the Policy is issued. It is agreed that this Application, including any material submitted therewith, shall be the basis of the contract should a policy be issued and it will be attached and become a part of the policy.

FRAUD STATEMENT (ALL OTHER 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 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 SUCH VIOLATION.

Signature _____
(Chairman of the Board or President)

Title: _____ Date _____