



A&E PROFESSIONAL LIABILITY/MEDIATECH

SMALL BUSINESS APPLICATION – REVENUES OF \$250,000 AND UNDER

Important Note: THIS IS AN APPLICATION FOR A CLAIMS MADE AND REPORTED POLICY. Subject to its terms, the Policy applies only to a claim first made against the insureds during the policy period or the optional extension period (if purchased) and reported in writing to the insurance company during or within 60 days after expiration of the policy period or during the optional extension period (if purchased). Defense costs will reduce and may exhaust the Limit of Liability available to pay claims and are applied to the Deductible. The insurance company will not pay settlements or judgments after the Limit of Liability is exhausted by payment of loss.

Additional Notice To New York Applicants: The Policy for which this application is made is a claims made policy. The Policy provides no coverage for claims arising out of incidents, occurrences or wrongful acts which took place prior to the retroactive date. Upon termination of coverage for any reason, a 60-day automatic extension period will apply. For an additional premium, a three year optional extension period can be purchased. This Policy applies to claims only if first made during the policy period, the automatic extension period or, if purchased, the optional extension period. No coverage exists for claims made after termination of coverage and the automatic extension period unless, and to the extent, the optional extension period applies. No coverage will exist after the expiration of the automatic extension period or, if purchased, the optional extension period, which may result in a potential coverage gap if prior acts coverage is not subsequently provided by another insurer. During the first several years of a claims-made relationship, claims-made rates are comparatively lower than occurrence rates, and the Insured can expect substantial annual premium increases, independent of overall rate increases, until the claims-made relationship reaches maturity.

Additional Notice to Minnesota Applicants: Under Minnesota law a claim may be reported orally or in writing to the insurance company or to the insured's Broker of Record.

Please fully answer all questions and submit all requested information. Terms appearing in bold face in this **application** are defined in the Policy and have the same meaning in this **application** as in the Policy. If you do not have a copy of the Policy, please request it from your agent or broker. Firm agrees that the representations made in this **application** and any supplemental attachments, are material and have been relied upon by the Underwriter in issuing any Policy.

Applicant Information

1. Firm Information:

Firm Name:			
Address:	City:	State:	Zip Code:
Contact Person For Risk Management Materials:	Email:	Phone:	
Year Firm Was Established:		Firm Website:	

2. Staff Information:

Total # of staff at the firm, including part-time employees:	
How many architects, landscape architects, land surveyors, or licensed engineers does your firm employ?	
Does the firm have at least 1 principal that is a licensed professional?	<input type="checkbox"/> Yes <input type="checkbox"/> No
How many people left the firm in the past 12 months?	
Management Staff	
Professional Employees	

Financial Information

3. Fee Information:

	Projected for Current Year Fiscal Year End (MM/DD/YY) / /	Last Fiscal Year Fiscal Year End (MM/DD/YY) / /	2 Years Ago Fiscal Year End (MM/DD/YY) / /	3 Years Ago Fiscal Year End (MM/DD/YY) / /
Fees Paid to Sub-consultants:	\$	\$	\$	\$
*Direct Reimbursable Expenses:	\$	\$	\$	\$
All Other:	\$	\$	\$	\$
**Total Gross Revenues:	\$	\$	\$	\$

*Direct reimbursable expenses are travel costs, mileage, telephone charges, copies, meals, etc. Direct reimbursable expenses are not pass through revenues associated with the use of sub-consultants.

** Fees Paid to Sub-consultants + Direct Reimbursable Expenses + All Other = Total Gross Revenues.

Practice Information

4. Percentage (%) of the following disciplines of service the firm performs: **(Total Must Equal 100%)**

Discipline of Service	%	Discipline of Service	%	Discipline of Service	%
Acoustical Engineering	%	Electrical Engineering	%	Mechanical Engineering	%
Architecture	%	Environmental Engineering/Consulting	%	Mining Engineering	%
Chemical Engineering	%	HVAC Engineering	%	Naval/Marine Engineering	%
Civil Engineering	%	Forensic Engineering	%	Process Engineering	%
Communication Engineering	%	Illumination Engineering	%	Soil/Geotechnical	%
Construction/Project Management	%	Interior Design	%	Surveying (please provide breakdown):	%
Agency At - Risk	% %	Lab Testing (excluding soils and construction materials testing)	% 	Construction Stakeout	%
				Topographic/Boundary	%
				Other Surveying:	%
		Landscape Architecture	%	Structural Engineering	%
Other, please describe:					%

Services/Projects Information

5. Percentage (%) of the following services the firm performs: **(Total Must Equal 100%)**

Feasibility studies, master planning, reports, opinions – standalone service	%
Design with construction observation services	%
Design without construction observation services	%
Construction observation without design	%
Inspection services on existing structures or roads and highways	%
Inspections of homes/commercial properties for prospective buyers or lenders	%
Other (describe):	%

6. Is your firm or any subsidiary, parent or other organization related to your firm engaged in any of the following?

	Yes	No	%
A. Performing actual construction, fabrication or erection			%
B. Hiring other firms to perform construction, fabrication or erection			%
C. Responsible for construction means, methods, techniques, procedures, or job site safety			%
D. Computer software development for, or sales to, others			%
E. Machinery, equipment or products design			%
F. Manufacturing, sales, leasing or distribution of any product or production process			%
G. Project where the firm retains an equity interest			%
H. Services for an entity in which a principal of firm or family member is an officer, manager or owner			%
I. Joint ventures with other firms			%
J. Leasing of staff to other firms for a fee			%

If the firm answered yes to any of the above, please provide details below:

7. Percentage (%) of revenues derived from the following project types: **(Total Must Equal 100%)**

Project Type	%	Project Type	%	Project Type	%
Airports	%	Hospitals/Assisted Living Facilities	%	Petro Chemical	%
Amusement Parks/Zoos	%	Hotels/Motels	%	Pools	%
Amusement Rides	%	Industrial/Manufacturing	%	Real Estate Development	%
Apartments	%	Jails/Prisons	%	Recreation/Sports	%
Bridges/Trestles	%	Landfills	%	Residential Subdivisions	%
Casinos	%	Libraries	%	Retail/Shopping Center/Restaurant	%
Churches/Religious	%	Low Rise Commercial/Office (<15 floors)	%	Schools/Colleges	%
Condominiums/Co-ops	%	Mass Transit	%	Sewer/Water Systems	%

Convention Centers/Arenas/Stadiums	%	Mines/Quarries	%	Single Family Homes	%
Dams	%	Military Facilities	%	Telecommunications	%
Dormitories	%	Mixed Use (residential/commercial)	%	Townhouses	%
Environmental Remediation	%	Municipal/Government Buildings	%	Tunnels	%
Façade Restoration/Maintenance	%	Museums	%	Utilities	%
Harbors/Piers/Ports	%	Nuclear/Atomic	%	Warehouses	%
High Rise Commercial/Office (>15 floors)	%	Parking Structures	%	Water/Sewer Pipelines	%
Highways/Roads	%	Parks/Playgrounds	%	Water/Wastewater Treatment Plants/Systems	%
Other (please describe):					%

8. Any services in connection with any condominium projects in the past 5 years?
If yes, please complete the condominium supplemental application.

☐ Yes ☐ No

Clients

9. Percentage (%) of the firm's clients: **(Total Must Equal 100%)**

Contractors	%	Local/State Government	%
Design Professionals	%	Federal Government	%
Private Owners	%	Attorney/Lender	%
Developers	%	Other, please describe:	%

10. Percentage (%) of firm's services during the past 12 months derived from repeat clients: _____%

Contracts

11. Percentage (%) of the firm's professional services performed under the following contract types: **(Total Must Equal 100%)**

Professional Association Agreement	%	Purchase Orders	%	Verbal Agreements	%
Firm's Standard Agreement	%	Client Drafted Agreement	%		

12. Percentage (%) of firm's contracts use of limitation of liability provisions, where the firm's liability is limited to \$250,000 or less _____%

Risk Management

13. Does the firm practice the following risk management procedures?

	Yes	No
Written contracts for all sub-consultants (if the firm hires sub-consultants)	<input type="checkbox"/>	<input type="checkbox"/>
Require certificates of insurance from all sub-consultants which provide evidence of professional liability insurance coverage (if the firm hires sub-consultants)	<input type="checkbox"/>	<input type="checkbox"/>
A formal go/no go process for client and project selection	<input type="checkbox"/>	<input type="checkbox"/>
An internal review or plan check process for client deliverables	<input type="checkbox"/>	<input type="checkbox"/>
A procedure for monitoring or collecting outstanding fees	<input type="checkbox"/>	<input type="checkbox"/>
A written quality assurance/quality control process	<input type="checkbox"/>	<input type="checkbox"/>
*Attended an insurance company, broker, or law firm risk management seminar in the past 12 months.	<input type="checkbox"/>	<input type="checkbox"/>

*If yes, please describe and provide the approximate dates of the seminar below.

14. Has the firm brought a lawsuit against any clients to collect fees owed to the firm in the past 3 years?

If yes, please provide details below:

15. Does the firm currently have any unresolved fee disputes?

If yes, please provide details below:

Accounts Receivable (Total Must Equal 100%)				
Number of Days	0-30	31-60	61-90	>90
Percentage	%	%	%	%

Coverage Information

16. Does the firm current carry professional liability insurance?

☐ Yes ☐ No

If yes, please complete question 17

If no, please skip to question 18

17. Please provide a copy of the firm's current policy and provide the following details regarding the firm's architects and engineers professional liability insurance coverage for the last 5 years beginning with the most current year:

Policy Period	Insurance Company	Per Claim / Aggregate Coverage Limits	Deductible	First Dollar Defense?	Premium (Required to Calculate a 5 Year Loss Ratio)
		\$ / \$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
		\$ / \$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
		\$ / \$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
		\$ / \$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
		\$ / \$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$

Retroactive Date: _____

18. Does the firm currently carry general liability insurance?

☐ Yes ☐ No

If yes, please complete the table below

Insurance Company	Limits	Effective Date
	\$	

Claim and Circumstance Information

19. Please attach a current copy of carrier loss runs for the past 5 years.

20. Have any of the firm's principals, partners, directors or officers ever been subject to disciplinary action by authorities as a result of their professional activities? ☐ Yes ☐ No

If yes, please provide details below: _____

21. Has any application for architects and engineers professional liability Insurance made on behalf of the firm, any predecessors in business or present partners in a prior firm ever been declined or has the insurance ever been canceled or non-renewed? **NOTE: Applicants in Missouri should not answer this question.**

☐ Yes ☐ No

If yes, please provide details below:

claim and circumstance are defined as follows for the purposes of questions 22 and 23:

circumstance means any fact, event or situation that could reasonably be the basis for a Claim.

claim means:

- (a) a demand for money or services;
- (b) a request for **mediation** or other form of alternative dispute resolution proceedings; or
- (c) a threat or initiation of a suit seeking injunctive relief (meaning a temporary restraining order or a preliminary or permanent injunction).

22. Has any **claim** or legal action been brought against the firm, its predecessor(s) or any past principal, partner, director, or officer in the past 5 years? ☐ Yes ☐ No

If yes, please provide details below:

23. After inquiry, is the firm, its predecessor(s), or any other person or entity for which coverage would be provided aware of any **circumstance(s)** that would suggest to a reasonable person that a **claim** might possibly be made, including, but not limited to, any actual or alleged act, error, or omission, any unresolved job dispute, or any unresolved payment dispute other than what has already been reported to its prior or current professional liability insurance carrier(s)?

☐ Yes ☐ No

If yes, please provide details below:

NOTHING CONTAINED HEREIN OR INCORPORATED HEREIN BY REFERENCE SHALL CONSTITUTE NOTICE OF A CLAIM OR POTENTIAL CLAIM SO AS TO TRIGGER COVERAGE UNDER ANY CONTRACT OF INSURANCE. IF APPLICANT INTENDS TO SEEK COVERAGE FOR ANY CLAIM OR CIRCUMSTANCE REFERENCED HEREIN, APPLICANT MUST STRICTLY FOLLOW THE TERMS AND CONDITIONS OF THE APPLICABLE POLICIES.

FRAUD WARNING DISCLOSURE

ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT (S)HE IS FACILITATING A FRAUD AGAINST THE INSURANCE COMPANY, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT MAY BE GUILTY OF INSURANCE FRAUD.

NOTICE TO ALABAMA, ARKANSAS, LOUISIANA, NEW MEXICO AND RHODE ISLAND APPLICANTS: 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.

NOTICE TO COLORADO APPLICANTS: 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.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE INSURANCE COMPANY OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURANCE COMPANY MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

NOTICE TO FLORIDA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURANCE COMPANY FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

NOTICE TO KANSAS APPLICANTS: 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 INSURANCE COMPANY, PURPORTED INSURANCE COMPANY, BROKER OR 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 COMMITS A FRAUDULENT INSURANCE ACT.

NOTICE TO MAINE, TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS: 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.

NOTICE TO MARYLAND APPLICANTS: ANY PERSON WHO KNOWINGLY OR WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR 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.

NOTICE TO OKLAHOMA APPLICANTS: WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURANCE COMPANY, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

NOTICE TO KENTUCKY, NEW JERSEY, NEW YORK, OHIO AND PENNSYLVANIA APPLICANTS: 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. (IN NEW YORK, THE CIVIL PENALTY IS NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000) AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.)

SIGNATURE SECTION

THE UNDERSIGNED AUTHORIZED EMPLOYEE OF THE APPLICANT DECLARES THAT THE STATEMENTS SET FORTH HEREIN ARE TRUE. THE UNDERSIGNED AUTHORIZED EMPLOYEE AGREES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF THE INSURANCE, HE/SHE WILL, IN ORDER FOR THE INFORMATION TO BE ACCURATE ON THE EFFECTIVE DATE OF THE INSURANCE, IMMEDIATELY NOTIFY THE UNDERWRITER OF SUCH CHANGES, AND THE UNDERWRITER MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS OR AUTHORIZATIONS OR AGREEMENTS TO BIND THE INSURANCE. FOR NEW HAMPSHIRE APPLICANTS, THE FOREGOING STATEMENT IS LIMITED TO THE BEST OF THE UNDERSIGNED'S KNOWLEDGE, AFTER REASONABLE INQUIRY. IN MAINE, THE UNDERWRITERS MAY MODIFY BUT MAY NOT WITHDRAW ANY OUTSTANDING QUOTATIONS OR AUTHORIZATIONS OR AGREEMENTS TO BIND THE INSURANCE.

NOTHING CONTAINED HEREIN OR INCORPORATED HEREIN BY REFERENCE SHALL CONSTITUTE NOTICE OF A CLAIM OR POTENTIAL CLAIM SO AS TO TRIGGER COVERAGE UNDER ANY CONTRACT OF INSURANCE. NO COVERAGE SHALL BE AFFORDED FOR ANY CLAIMS NOT PROPERLY REPORTED UNDER THE TERMS AND CONDITIONS OF THE APPLICABLE POLICIES.

SIGNING OF THIS APPLICATION DOES NOT BIND THE APPLICANT OR THE UNDERWRITER TO COMPLETE THE INSURANCE, BUT IT IS AGREED THAT THIS APPLICATION SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED.

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE INSURANCE COMPANY IN CONJUNCTION WITH THIS APPLICATION ARE HEREBY INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART HEREOF.

*If you are electronically submitting this document, apply your electronic signature to this form by checking the Electronic Signature and Acceptance box below. By doing so, you agree that your use of a key pad, mouse, or other device to check the Electronic Signature and Acceptance box constitutes your signature, acceptance, and agreement as if actually signed by you in writing and has the same force and effect as a signature affixed by hand.

☐ Electronic Signature and Acceptance – Firm's Authorized Representative Date: _____

☐ Electronic Signature and Acceptance – Insurance Agent/Broker/Producer Date: _____

Firm's Signature*: _____ Date: _____

Firm's Authorized Representative Printed Name: _____ Title: _____

If this **Application** is completed in Florida, please provide the Insurance Agent's name and license number. If this **Application** is completed in Iowa or New Hampshire, please provide the Insurance Agent's name and signature only.

Agent's Printed Name: _____ Florida Agent's License Number: _____

Agent's Signature*: _____