

SUPPLEMENTAL APPLICATION - RELIANCE ON ANOTHER CARRIER'S APPLICATION AND WARRANTY STATEMENT

APPLICATION(S) BEING RELIED UPON:

THE INSURER HAS RELIED UPON THE STATEMENTS IN THE <INSURERNAME> <PRODUCTNAME>, INCLUDING MATERIALS ATTACHED THERETO (THE "APPLICATION").

NOTICE: THE POLICY FOR WHICH THIS SUPPLEMENTAL APPLICATION IS MADE IS A CLAIMS MADE AND REPORTED POLICY SUBJECT TO ITS TERMS. THE POLICY APPLIES ONLY TO A CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD, PROVIDED SUCH CLAIM IS REPORTED IN WRITING TO THE INSURER DURING THE TIME PERIOD ALLOWED BY THE POLICY. AMOUNTS INCURRED AS DEFENSE COSTS, CHARGES AND EXPENSES SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTIONS. READ THE POLICY CAREFULLY.

ADDITIONAL NOTICE TO NEW YORK APPLICANTS: THE POLICY FOR WHICH THIS SUPPLEMENTAL APPLICATION IS MADE IS A CLAIMS MADE POLICY SUBJECT TO ITS TERMS. THERE IS NO COVERAGE FOR INCIDENTS PRIOR TO ANY RETROACTIVE DATE. UPON TERMINATION OF COVERAGE FOR ANY REASON, A 60-DAY AUTOMATIC EXTENSION PERIOD WILL APPLY. FOR AN ADDITIONAL PREMIUM, AN OPTIONAL EXTENSION PERIOD CAN BE PURCHASED AS INDICATED IN THE DECLARATIONS AND THE NEW YORK AMENDATORY ENDORSEMENT. EXCEPT AS OTHERWISE PROVIDED IN THE POLICY WORDING, THE POLICY ONLY APPLIES TO CLAIMS FIRST MADE DURING THE POLICY PERIOD, THE AUTOMATIC EXTENSION PERIOD OR, IF APPLICABLE, THE OPTIONAL EXTENSION PERIOD. NO COVERAGE EXISTS FOR CLAIMS MADE AFTER THE END OF THE POLICY PERIOD 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. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS SHALL BE REDUCED AND MAY BE EXHAUSTED BY DEFENSE COSTS, CHARGES AND DEFENSE EXPENSES AND COSTS, CHARGES AND EXPENSES SHALL BE APPLIED TO THE RETENTION. THE INSURER IS NOT OBLIGATED TO PAY ANY LOSS AFTER THE LIMIT OF LIABILITY HAS BEEN EXHAUSTED BY PAYMENT OF LOSS. PLEASE READ THE POLICY CAREFULLY.

NOTICE TO MINNESOTA APPLICANTS: THE POLICY FOR WHICH THIS SUPPLEMENTAL APPLICATION IS MADE IS A CLAIMS MADE AND REPORTED POLICY SUBJECT TO ITS TERMS. THE POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD PROVIDED SUCH CLAIM IS REPORTED TO THE INSURER OR THE INSURER'S AGENT OR BROKER AS SOON AS PRACTICABLE BUT IN NO EVENT LATER THAN THE TIME PERIOD ALLOWED BY THE POLICY. THIS MEANS THAT ONLY CLAIMS ACTUALLY MADE DURING THE POLICY PERIOD ARE COVERED UNLESS COVERAGE FOR AN OPTIONAL EXTENSION PERIOD IS PURCHASED. IF AN OPTIONAL EXTENSION PERIOD IS NOT MADE AVAILABLE, THE INSURED RISK HAVING GAPS IN COVERAGE WHEN SWITCHING FROM ONE COMPANY TO ANOTHER. MOREOVER, EVEN IF SUCH A REPORTING PERIOD IS MADE

AVAILABLE, THE INSURED MAY STILL BE PERSONALLY LIABLE FOR CLAIMS REPORTED AFTER THE PERIOD EXPIRES. CLAIMS MADE POLICIES MAY NOT PROVIDE COVERAGE FOR WRONGFUL ACTS COMMITTED BEFORE A FIXED RETROACTIVE DATE. RATES FOR CLAIMS MADE POLICIES ARE DISCOUNTED IN THE EARLY YEARS OF A POLICY, BUT INCREASE STEADILY OVER TIME. AMOUNTS INCURRED AS DEFENSE COSTS, CHARGES AND EXPENSES SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTIONS. PLEASE READ THE POLICY CAREFULLY.

Please fully answer all questions. Terms appearing below in bold face are defined in the policy and have the same meaning in this Supplemental Application as in the policy. If you do not have a copy of the policy, please request it from your agent or broker.

Applicant Name _____

Principal Address _____

City, State, Zip _____

Web Address _____

Applicant's Representations:

As of the date of this Supplemental Application, does any Applicant, director, officer or other proposed **Insured** have knowledge or information of any fact, circumstance, situation, event or transaction which may give rise to a claim under the proposed insurance? Yes No

If Yes, please provide details:

It is agreed that any **Claim** based upon or arising out of any claim or fact, circumstance, situation, event or transaction which was or should have been disclosed in the Applicant's Representations above is excluded from coverage under the proposed insurance.

The Insurer has relied upon the statements in the **APPLICATION**, including materials attached thereto, completed by the Applicant and such **APPLICATION** is made a part of the proposed insurance policy, if issued, and operates as the Insurer's own application.

The Applicant declares that the statements set forth herein and in the application are true. For New Hampshire applicants, the foregoing statement is limited to the best of the undersigned's knowledge, after reasonable inquiry. The Applicant agrees that if the information supplied in the **APPLICATION** changes between the date(s) of the **APPLICATION** and the date of this Supplemental Application or the effective date of the insurance, the Applicant will, in order for the information to be accurate on the effective date of the insurance, immediately notify the Insurer of such changes, and the Insurer may withdraw or modify any outstanding quotations or authorizations or agreements to bind the insurance.

Signing of this Supplemental Application does not bind the Applicant or the Insurer to complete the insurance, but it is represented that the statements contained in the **APPLICATION**, this Supplemental Application and the materials submitted herewith are the basis of the contract should a policy be issued and have been relied upon by the Insurer in issuing any policy. The Insurer is authorized to make any investigation and inquiry in connection with this Supplemental Application as it deems necessary.

All written statements and materials furnished to the Insurer in conjunction with this Supplemental Application are hereby incorporated by reference into this Supplemental Application and made a part hereof. This Supplemental Application and materials submitted with it shall be retained on file with the Insurer and shall be deemed attached to and become part of the policy if issued. The foregoing statement does not apply in Utah and Wisconsin and in those two states all written statements and materials furnished to the Insurer in conjunction with this Supplemental Application are made a part hereof, provided this Supplemental Application and such materials are attached to the policy at the time of its delivery.

ANTI-FRAUD WARNINGS

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

NOTICE TO FLORIDA APPLICANTS: 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 IN THE THIRD DEGREE.

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 INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

NOTICE TO KENTUCKY AND NEW YORK APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIMS 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 NEW YORK APPLICANTS 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.

NOTICE TO 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."

Signed: _____
Must be signed by Applicant's CEO, President or other Executive authorized to bind the Insureds

Printed Name & Title: _____

Date: _____

If this Supplemental Application is completed in Florida, please provide the insurance agent's name and license number as designated. If this Supplemental Application is completed in Iowa, please provide the insurance agent's name only.

Name of Insurance Agent

License Identification No.

Authorized Representative

If this Supplemental Application is completed in Wisconsin, please note the following:

- *If the **Insured** cancels the Policy, earned Premium shall be computed on a short rate basis. The Premium shall be deemed fully earned if any **Claim** under the Policy is reported to the Insurer on or before the date of cancellation.*
- *An Optional Extension Period endorsement will not be issued unless the Insurer receives a written request for it within thirty (30) days after the Policy is cancelled or non-renewed, nor will it take effect unless the additional premium is paid within thirty (30) days after the Policy is cancelled or non-renewed. Once that premium is paid the endorsement may not be cancelled and the additional premium will be fully earned.*