

## **FIDUCIARY LIABILITY INSURANCE APPLICATION**

**NOTICE: THE POLICY FOR WHICH THIS APPLICATION IS MADE IS A CLAIMS MADE AND REPORTED POLICY SUBJECT TO ITS TERMS. THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR, IF APPLICABLE, THE EXTENDED REPORTING PERIOD, PROVIDED SUCH CLAIM IS REPORTED IN WRITING TO THE INSURER AS SOON AS PRACTICABLE. WITHOUT NEGATING THE FOREGOING REQUIREMENTS, SUCH NOTICE OF CLAIM MUST ALSO BE REPORTED NO LATER THAN 60 DAYS AFTER THE END OF THE POLICY PERIOD OR, IF APPLICABLE, THE EXTENDED REPORTING PERIOD. AMOUNTS INCURRED AS DEFENSE COSTS SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTION. PLEASE READ THIS POLICY CAREFULLY.**

**NOTICE TO NEW YORK APPLICANTS: THE POLICY FOR WHICH THIS APPLICATION IS MADE, IS A CLAIMS MADE POLICY. UPON TERMINATION OF COVERAGE FOR ANY REASON, A 60-DAY AUTOMATIC EXTENSION PERIOD WILL APPLY. FOR AN ADDITIONAL PREMIUM, AN EXTENDED REPORTING PERIOD CAN BE PURCHASED AS INDICATED IN ITEM 6. OF THE DECLARATIONS. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY ONLY APPLIES TO CLAIMS FIRST MADE DURING THE POLICY PERIOD, THE AUTOMATIC EXTENSION PERIOD OR, IF APPLICABLE, THE EXTENDED REPORTING 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 EXTENDED REPORTING PERIOD APPLIES. NO COVERAGE WILL EXIST AFTER THE EXPIRATION OF THE AUTOMATIC EXTENSION PERIOD OR, IF PURCHASED, THE EXTENDED REPORTING PERIOD, WHICH MAY RESULT IN A POTENTIAL COVERAGE GAP IF PRIOR ACTS COVERAGE IS NOT SUBSEQUENTLY PROVIDED BY ANOTHER INSURER. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS SHALL BE REDUCED AND MAY BE EXHAUSTED BY DEFENSE COSTS AND DEFENSE COSTS SHALL BE APPLIED TO THE RETENTION. 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 INSURER IS NOT OBLIGATED TO PAY ANY LOSS AFTER THE LIMIT OF LIABILITY HAS BEEN EXHAUSTED BY PAYMENT OF LOSS. THIS POLICY CONTAINS A SUBLIMIT OF LIABILITY APPLICABLE TO COVERAGE FOR VOLUNTARY COMPLIANCE FEES AND DEFENSE COSTS INCURRED WITH RESPECT TO A VOLUNTARY COMPLIANCE NOTICE. PLEASE READ THIS POLICY CAREFULLY.**

**NOTICE TO WISCONSIN APPLICANTS: THE POLICY FOR WHICH THIS APPLICATION IS MADE, IS A CLAIMS MADE AND REPORTED POLICY SUBJECT TO ITS TERMS. THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR, IF APPLICABLE, THE EXTENDED REPORTING PERIOD, PROVIDED SUCH CLAIM**

IS REPORTED IN WRITING TO THE INSURER AS SOON AS PRACTICABLE. WITHOUT NEGATING THE FOREGOING REQUIREMENTS, SUCH NOTICE OF CLAIM MUST ALSO BE REPORTED NO LATER THAN 60 DAYS AFTER THE END OF THE POLICY PERIOD OR, IF APPLICABLE, THE EXTENDED REPORTING PERIOD. AMOUNTS INCURRED AS DEFENSE COSTS SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTION. THE INSUREDS MAY PURCHASE AN ADDITIONAL DEFENSE COSTS LIMIT WHICH SHALL BE IN ADDITION TO, AND NOT PART OF, THE AGGREGATE LIMIT OF LIABILITY FOR THE POLICY. PLEASE READ THIS POLICY CAREFULLY.

NOTICE TO MINNESOTA APPLICANTS: THE POLICY FOR WHICH THIS APPLICATION IS MADE IS A CLAIMS MADE AND REPORTED POLICY SUBJECT TO ITS TERMS. THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSUREDS DURING THE POLICY PERIOD OR, IF APPLICABLE, THE EXTENDED REPORTING PERIOD, PROVIDED SUCH CLAIM IS REPORTED TO THE INSURER OR THE INSURER'S AGENT OR BROKER AS SOON AS PRACTICABLE. WITHOUT NEGATING THE FOREGOING REQUIREMENTS, SUCH NOTICE OF CLAIM MUST ALSO BE REPORTED NO LATER THAN 60 DAYS AFTER THE END OF THE POLICY PERIOD OR, IF APPLICABLE, THE EXTENDED REPORTING PERIOD. THIS MEANS THAT ONLY CLAIMS ACTUALLY MADE DURING THE POLICY PERIOD ARE COVERED UNLESS COVERAGE FOR AN EXTENDED REPORTING PERIOD IS PURCHASED. IF AN EXTENDED REPORTING PERIOD IS NOT MADE AVAILABLE TO YOU, YOU RISK HAVING GAPS IN COVERAGE WHEN SWITCHING FROM ONE COMPANY TO ANOTHER. MOREOVER, EVEN IF SUCH A REPORTING PERIOD IS MADE AVAILABLE TO YOU, YOU 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 SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTION. PLEASE READ THIS POLICY CAREFULLY.

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. This Application, including all materials submitted herewith, shall be held in confidence.

1. GENERAL INFORMATION

(a) Applicant Name: \_\_\_\_\_  
(Whenever used in this Application, the term "Applicant" shall mean the **Parent Company**, unless otherwise indicated.)

(b) Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (c) State of Incorporation: \_\_\_\_\_
- (d) Date Established: \_\_\_\_\_
- (e) Number of Employees: \_\_\_\_\_
- (f) Standard Industry Classification (SIC) Code: \_\_\_\_\_
- (g) Stock Symbol and Exchange (if applicable) \_\_\_\_\_
- (h) Nature of Business: \_\_\_\_\_  
\_\_\_\_\_
- (i) Applicant's website address (if applicable): \_\_\_\_\_
- (j) Name of Applicant's designated representative to receive all notices from the Insurer on behalf of all person(s) and entity(ies) proposed for this insurance:  
\_\_\_\_\_

**The purchase of this Policy includes, at no additional cost, access to BeazleySource, an online risk management resource. To expedite Applicant's access to BeazleySource, please provide the following:**

Name of Benefits Manager or Plan Administrator: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**2. COVERAGE REQUESTED**

Limit Requested: \$ \_\_\_\_\_

3. **POLICY PERIOD REQUESTED**

From \_\_\_\_\_ to \_\_\_\_\_ both days at 12:01 a.m. at the principal address of the Applicant.

4. **INSURED PLANS**

List all **Plans** for which coverage is requested:

<u>Plan Name</u>	<u>Total Assets</u>	<u>Number of Participants</u>	<u>Type of Plan*</u>	Check if the <b>Plan</b> is not a Qualified <b>Plan</b>	Check only if the <b>Plan</b> has Investments in Employer <u>Securities</u>	Check only if this is not a single employer <b>Plan</b>
				<input type="checkbox"/> Not Qualified	<input type="checkbox"/>	<input type="checkbox"/> Multiple
				<input type="checkbox"/> Not Qualified	<input type="checkbox"/>	<input type="checkbox"/> Multiple
				<input type="checkbox"/> Not Qualified	<input type="checkbox"/>	<input type="checkbox"/> Multiple
				<input type="checkbox"/> Not Qualified	<input type="checkbox"/>	<input type="checkbox"/> Multiple
				<input type="checkbox"/> Not Qualified	<input type="checkbox"/>	<input type="checkbox"/> Multiple

(List any additional **Plans** on an attachment. Attachment:  Yes  No

\*W = Welfare Benefit, DC = Defined Contribution, DB = Defined Benefit, ESOP= Employee Stock ownership Plan, O = Other

5. **PLAN MANAGEMENT**

a. Are **Plan** assets managed by an independent investment manager?  Yes  No  
If No, attach details of investment procedures.

b. How often is the investment manager's performance reviewed?  
 Monthly       Quarterly       Semi-annually       Other  
 (If Other, attach details)

- c. How often are the investment manager's guidelines for investment fixed by the **Fiduciaries**?
- Semi-annually     Annually     Bi-annually     Other (If Other, attach details)
- d. Does any **Plan** employ the investment, trustee, actuarial, legal, administrative or benefits consulting services of any outside provider(s)?     Yes     No

If Yes, attach the name(s) of the organization(s), the service(s) they provide and the **Plan(s)** for which services are provided.

## 6. **PLAN STRUCTURE**

- a. Has any **Plan** experienced an event reportable to the PBGC or been the subject of an investigation by the DOL, the IRS or any similar foreign agency in the last three years?     Yes     No

If Yes, please attach details.

- b. Has any **Plan** requested or considered filing a request for termination?     Yes     No
- If Yes, attach complete details for each such **Plan**.

Has the Applicant received approval from the Department of Labor for such termination?     Yes     No     N/A

If No, attach complete details.

- c. Do all **Plans** conform to the provisions of **ERISA** including those regarding eligibility, investments and vesting?     Yes     No

- d. Are all **Plans** reviewed periodically to ensure there are no violations of **ERISA's** rules on party-in-interest or prohibited transactions?     Yes     No

- e. In the past two years, has there been any amendment(s) to any **Plan** that has resulted in or may result in any change or reduction of **Benefits**?     Yes     No

If Yes, attach details of the amendment(s).

- f. Has any **Plan** or portion of any **Plan** been sold, transferred or terminated?     Yes     No
- If Yes, attach the date of sale or termination, whether assets have been fully distributed or reverted to a party other than the **Plan** participants and name of annuity provider if **Benefits** have been secured by annuities.

- g. In the last 12 months, has there been, or is there now under consideration, any merger, acquisition, restructuring or consolidation of or by the Applicant or any of its **Subsidiaries** that has resulted in or may result in **Plan** participants transferring to another **Plan**, company or **Subsidiary** or any merger or termination of a **Plan**?     Yes     No

If Yes, attach complete details.

7. **PLAN FUNDING (DEFINED BENEFIT PLANS ONLY):**

- a. Has an actuary certified that all **Plans** adequately funded in accordance with **ERISA** or any applicable similar common or statutory law of the United States, Canada or any state or other jurisdiction anywhere in the world?  Yes  No  
If No, attach complete details including plans for bringing funding to adequate levels.
- b. Has any **Plan** received an adverse opinion as to its financial condition by an independent public accountant?  Yes  No  
If yes, please attach audit.
- c. Are there any overdue employer contributions for any **Plan** or has a waiver of contributions been requested?  Yes  No  
If Yes, attach complete details including the **Plan** name and the amount of any overdue employer contributions for each such **Plan**.
- d. Has the Applicant converted any Defined Benefit **Plan** to a cash balance **Plan** within the previous five (5) years or have plans to do so within the next twelve (12) months?  Yes  No  
If Yes, attach complete details including the date of conversion.

8. **PAST ACTIVITIES**

- a. Has there ever been or is there now pending any **Claim(s)** against any proposed **Insured** arising out of any **Plan**?  Yes  No  
If Yes, attach complete details.
- b. Has any **Plan** ever participated in a voluntary compliance program administered by the IRS or the DOL and has there been any assessment of IRS Closing Agreement Program (CAP) penalties against any **Plan**?  Yes  No  
If Yes, attach complete details.

It is agreed that with respect to questions 8 (a) and (b), if such facts or circumstances exist, any **Claim** arising therefrom is excluded from the proposed insurance for all **Insureds**.

9. **PRIOR EXPERIENCE**

- a. No person(s) or entity(ies) proposed for this insurance is cognizant of any fact, circumstance, situation, act, error, omission, or situation which he/she has reason to suppose might afford grounds for any **Claim** such as would fall within the scope of the proposed insurance. If there are any exceptions, attach complete details. If none, check here.
- b. No person(s) or entity(ies) proposed for this insurance is cognizant of any violation(s) of **ERISA** or any similar common or statutory law of the United States, Canada or any state or other jurisdiction anywhere in the world to which a **Plan** is subject. If there are any exceptions, please attach complete details. If none, check here.

- c. No person(s) or entity(ies) proposed for this insurance is cognizant of any inquiry, investigation or communication which he/she/it has reason to suppose might give rise to a **Claim** such as would fall within the scope of the proposed insurance. If there are any exceptions, please attach complete details. If none, check here.

**It is agreed that with respect to questions 9(a), (b) or (c) above, if such knowledge exists by any person signing this Application, then any Claim arising therefrom is excluded from the proposed insurance for all Insureds.**

10. PRIOR INSURANCE.

- a. Does the Applicant currently have fiduciary liability insurance?  Yes  No  
If Yes, please provide the following:

<u>Insurer</u>	<u>Limits</u>	<u>Deductible/Retention</u>	<u>Policy Period</u>
_____	\$ _____	\$ _____	_____

- b. Have any of the Applicant's current fiduciary liability insurers indicated an intent not to offer renewal terms?  Yes  No

If Yes, attach details.

NOTE: Applicants in Missouri are not required to answer question 10.b. above.

- c. Is there **ERISA** fidelity bond coverage currently in force with respect to any **Plan**?  Yes  No

If Yes, provide details below:

Insurer: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Limit of Liability: \_\_\_\_\_

Premium: \_\_\_\_\_

- d. Has any Applicant for this insurance given written notice under the provisions of any prior or current fiduciary liability insurance policy of specific facts or circumstances which might give rise to a **Claim** being made against any **Insured**?  Yes  No

If Yes, attach details.

For Minnesota applicants only, please indicate if any Applicant for this insurance has given written or oral notice under the provisions of any prior or current fiduciary liability insurance policy of specific facts or circumstances which might give rise to a **Claim** being made against any **Insured**? Yes No

If Yes, attach details.

- e. Have any **Loss** payments been made on behalf of any proposed Insured under any fiduciary liability insurance policy or similar insurance? Yes No  
If Yes, attach details.

It is agreed that with respect to questions 10 (d) and (e), if such facts or circumstances exist, any **Claim** arising therefrom is excluded from the proposed insurance for all **Insureds**.

11. ADDITIONAL UNDERWRITING INFORMATION REQUIRED FOR LIMITS REQUESTS OF OVER \$2,000,000

As part of this **Application**, submit the following documents:

- a. Latest interim financial statements for Applicant.
- b. Latest CPA audited financials for each of the five largest pension **Plans** (in terms of total assets), with investment portfolios. If **Plan** assets are held in a master trust, submit the master trust investment portfolio. If audited financials are not available, submit the most recent 5500s for the **Plan**.
- c. Latest CPA audited financials for any **Plan** designed to invest primarily in employer securities or which invests more than 10% of **Plan** assets in employer securities.
- d. Written **Plan** description and latest financial statements, if applicable, for any non-qualified **Plans**.

THE UNDERSIGNED DECLARES THAT THE STATEMENTS SET FORTH HEREIN ARE TRUE. SIGNING OF THIS APPLICATION DOES NOT BIND THE APPLICANT OR THE INSURER TO COMPLETE THE INSURANCE BUT IT IS REPRESENTED THAT THE STATEMENTS CONTAINED IN THIS 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 APPLICATION AS IT DEEMS NECESSARY.

THE UNDERSIGNED 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 INSURER IN WRITING OF SUCH CHANGES, AND THE INSURER MAY WITHDRAW OR MODIFY ANY OUTSTANDING



QUOTATIONS OR AUTHORIZATIONS OR AGREEMENTS TO BIND THE INSURANCE AT THE INSURER'S DISCRETION.

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION ARE HEREBY INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART HEREOF. PROVIDED, HOWEVER, THIS PARAGRAPH DOES NOT APPLY IN THE STATES OF UTAH AND WISCONSIN.

NOTE TO UTAH AND WISCONSIN RESIDENTS: ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION ARE MADE A PART HEREOF PROVIDED THIS APPLICATION AND SUCH MATERIALS ARE ATTACHED TO THE POLICY AT THE TIME OF ITS DELIVERY.

### **WARNING**

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

**NOTICE TO ARKANSAS 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 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."

**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 KENTUCKY APPLICANTS:** "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 ANYAT FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME."

**NOTICE TO LOUISIANA 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 CONFINMENT IN PRISON."

**NOTICE TO MAINE 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 NEW JERSEY APPLICANTS:** "ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES."

**NOTICE TO NEW MEXICO 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 CIVIL FINES AND CRIMINAL PENALTIES.

THE INSURER SHALL NOT OFFER AN **EXTENDED REPORTING PERIOD** FOR THIS POLICY IN NEW MEXICO.

**NOTICE TO OHIO APPLICANTS:** "ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIMS CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD."

**NOTICE TO OKLAHOMA APPLICANTS:** ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURY, 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.

**NOTICE TO OREGON 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 MAY BE GUILTY OF INSURANCE FRAUD WHICH MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES, INCLUDING BUT NOT LIMITED TO FINES, DENIAL OF INSURANCE BENEFITS, CIVIL DAMAGES, CRIMINAL PROSECUTION AND CONFINEMENT IN STATE PRISONS.”

**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.”

**NOTICE TO 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 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 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.”

\_\_\_\_\_ Signature of Applicant  
\_\_\_\_\_ Title  
\_\_\_\_\_ Date

If this Application is completed in Florida, please provide the Insurance Agent's name and license number as designated. If this application is completed in Iowa, please provide the Insurance Agent's name only.

\_\_\_\_\_  
Name of Insurance Agent

\_\_\_\_\_  
License Identification No.

\_\_\_\_\_  
Authorized Representative

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

- *If this Policy is cancelled by the **Parent Company**, the Insurer shall retain the customary short rate proportion of the premium hereon. If this Policy is cancelled by the Insurer, the Insurer shall retain the pro rata proportion of the premium hereon. Payment or tender of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of cancellation.*
- *As a condition precedent to the right to purchase the **Extended Reporting Period**, the total premium for this Policy must have been paid. The right to purchase the **Extended Reporting Period** shall terminate unless written notice together with full payment of the premium for the **Extended Reporting Period** is given to the Insurer within thirty (30) days after the effective date of cancellation or nonrenewal. If such notice and premium payment is not so given to the Insurer, there shall be no right to purchase the **Extended Reporting Period**.*
- *In the event of the purchase of the **Extended Reporting Period**, the entire premium for the **Extended Reporting Period** shall be deemed earned at its commencement.*