



CARRIER:

Empty rectangular box for carrier information.

Recruiters Professional Liability Product

RECRUITERS PROFESSIONAL LIABILITY APPLICATION

INCLUDING EMPLOYMENT PRACTICES LIABILITY AND PROFESSIONAL OFFICE PACKAGE 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

- Name of applicant: _____
 Address: _____
 City: _____ State: _____ Zip code: _____
 Web site address: _____ E-mail address: _____
- Date established: _____ If less than three years in operation, answer question 2(b).
 - Does the applicant have at least three years of prior experience as an employment agent or executive search consultant? Yes No
- Is the applicant controlled, owned, affiliated or associated with, or does it own any other firm or business enterprise? Yes No
 If "Yes," please provide the name of the other entity and relationship to the applicant:

ERRORS AND OMISSIONS COVERAGE DETAILS

- Percentage of receipts generated by:

a. Retained permanent placements/Executive search services	_____ %
Contingency permanent placements/Executive search services	_____ %
Temporary placements	_____ %
Employee leasing/Professional employer organization	_____ %
Other (please specify) _____	_____ %
Total	100%

 - What percentage of receipts does the applicant derive from internet-based online job boards? _____ %

5. (a) List total gross receipts from activities in #4

	Gross Receipts
Last year:	\$ _____
Current year (based on 12 months):	\$ _____
Forecast for next year:	\$ _____
b. Percentage of receipts listed in 5(a) from operations outside the U.S. and its territories:	_____ %

- Total number of office staff:

Principals, partners or officers: _____	All other full-time employees: _____
Professional placers/Recruiters: _____	Temporary employees: _____
- What percentage of the applicant's gross receipts are derived from placements with salaries greater than \$250,000? _____ %

- Percentage of placements by type:

Chief executive officers	_____ %	Architects/Engineers	_____ %
Chief financial officers	_____ %	Accountants/Bookkeepers/Payroll	_____ %
Other management and executives	_____ %	Financial advisors	_____ %
Office-based professionals(non-legal, non-financial)	_____ %	Lawyers	_____ %
Clerical	_____ %	Doctors/Nurses	_____ %
Data processors	_____ %	Nannies	_____ %
Information technology,non-financial office applications	_____ %	Police/Security	_____ %
Information technology, security	_____ %	Light industrial	_____ %
Information technology, financial office applications	_____ %	Other (specify) _____	_____ %
Information technology, CAD/CAM	_____ %	Other (specify) _____	_____ %
Information technology, military and weapons	_____ %	Other (specify) _____	_____ %
Information technology, other	_____ %	Total	100%

9. Does the applicant derive over 25% of revenue from one client? Yes No
If "Yes," please provide the name of the client, description of services, and amount of revenue.
10. Has any prospective insured ever had their license revoked or suspended or been fined or disciplined in any way or been the subject of any investigation by any government body related to their profession? Yes No
If "Yes," please attach an explanation.
11. Has any policy of or application for professional liability Insurance on your behalf or on behalf of any of your principals, officers, employees, independent contractors or on behalf of any predecessor(s) in business ever been declined, cancelled or had renewal refused? (Not applicable in Missouri) Yes No
 If "Yes," advise details: _____
12. Is similar professional liability insurance currently in force? Yes No

Limit	Retro Date (if any)	Name of Carrier	Deductible	Premium	Policy Period
-------	---------------------	-----------------	------------	---------	---------------

PROCEDURES

Only complete this section if the applicant generates receipts from retained placement or search services.

By signing this application, the applicant represents that information provided in response to questions 13 and 14 are accurate. If a change in contract usage occurs which changes the answers to question 13 or 14 or if contract wording is not implemented per binding requirements, the company is entitled to cancel or rescind coverage.

13. a. Does the applicant use a contract with all clients? Yes No
 b. If "Yes" to 13a, does the contract stipulate who is responsible for background checks of candidates for placement? Yes No
 c. If "Yes" to 13a, does the contract have a hold harmless or indemnification clause in the applicant's favor? Yes No
 d. If "Yes" to 13a, does the contract have a non-binding arbitration clause for dispute resolution? Yes No

If the applicant answered "No" to any part of question 13, the company will provide the applicant with sample contract wording at the time of binding this insurance. As a condition of binding this insurance, the applicant agrees to implement this contract wording as soon as possible, but no later than 21 days after the inception date of this insurance.

14. a. Does the applicant provide background checks on any candidates for placement? Yes No
 b. If "Yes" to 14a, does the applicant subcontract background checks to another party? Yes No
 c. If "Yes" to 14b, does the applicant require a hold harmless or indemnification clause in the applicant's favor? Yes No

If the applicant answered "No" to question 14c, the company will provide the applicant with sample contract wording at the time of binding this insurance. As a condition of binding this insurance, the applicant agrees to implement this contract wording as soon as possible, but no later than 21 days after the inception date of this insurance.

ERRORS AND OMISSIONS CLAIMS INFORMATION

Do not complete this section if this is an application for a renewal policy at the same limit of liability with one of the United States Liability Insurance Companies.

15. Have you initiated any litigation against any of your clients in the past five years? Yes No
If "Yes," advise how many times you have initiated litigation in the past five years along with details about each.
16. During the past five years, has any claim been made or suit brought against the Insured, its predecessor(s) in business, or any of its present or former owners, partners, officers, directors, employees or independent contractors? Yes No
If "Yes," please forward a completed USLI Supplemental Claims application.
17. Is any owner, partner, officer, director, employee or independent contractor aware of any circumstance, allegation, contention, or incident which may result in a claim being made against the insured, its predecessor(s) in business, or any of its present or former partners, owners, officers, directors, employees or independent contractors? Yes No
If "Yes," please forward a completed USLI Supplemental Claims application.

EMPLOYMENT PRACTICES COVERAGE DETAILS

Complete only if applying for employment practices coverage

18. Total number of your employees, not including those placed for clients:
 Full time: _____ Part time: _____ Temporary: _____ Seasonal: _____
 Independent: _____ Contractors: _____ Leased: _____ Other: _____
19. Has the applicant closed, downsized, laid off, reduced staff, sold, merged or acquired any company in the last 12 months or does the applicant plan to do so in the next 12 months? Yes No
If "Yes," attach details including percentage
20. Percentage of employees with total compensation including salaries, bonuses and commissions over \$50,000 _____ %
21. Is similar employment practices liability insurance currently in force? Yes No

Limit	Retro Date (if any)	Name of Carrier	Deductible	Premium	Policy Period
-------	---------------------	-----------------	------------	---------	---------------

22. How many employees have been involuntarily terminated in the past 12 months? _____ 24 months? _____

EMPLOYMENT PRACTICES PROCEDURES

Mandatory Written Policies - please identify policies applicant has in place:

Sexual Harassment Policy (applies to employees and third parties) Yes No

Anti-Discrimination Policy (applies to employees and third parties) Yes No

Please forward copies of the policy identified above along with this signed and dated application. If you do not have these written policies in place, the company will provide you with sample policies at the time of binding this insurance.

Recommended Written Policies – please identify policies applicant has in place:

Employment Application Yes No

Employee Handbook Yes No

Company e-mail/Internet policy Yes No

If the applicant has an employee handbook, employment application or company e-mail/internet policy, a copy of each must be forwarded for review by the company.

As a condition of binding this insurance, the applicant agrees:

- to implement and distribute to each employee the Mandatory Written Policies identified above which are currently not in place as soon as possible, but no later than 21 days after the inception date of this insurance. Failure of the company to receive these policies within 21 days after the inception of this insurance will result in the cancellation of this insurance.
- to adopt and distribute to each employee all changes required by the company of the applicant's Written Policies as soon as possible, but no later than 21 days after receipt from the company of the required changes.

EMPLOYMENT PRACTICES CLAIMS INFORMATION

Do not complete this section if this is an application for a renewal policy at the same limit of liability with one of the United States Liability Insurance Companies.

23. Within the past five years, has any employment related or third party discrimination, or third party sexual harassment: inquiry, complaint, notice of hearing, claim or suit been made against the applicant or any person proposed for insurance in the capacity of either director, officer or employee of the applicant? Yes No

If "Yes," please provide details on a separate supplemental claim application.

24. Is any person proposed for this insurance aware of any fact, circumstance or situation which may result in an employment-related claim or third party discrimination or third party sexual harassment claim against the applicant or any of its directors, officers or employees? Yes No

If "Yes," please provide details on a separate supplemental claim application.

BUSINESSOWNERS PACKAGE INSURANCE

25. Does the applicant currently have general liability insurance? Yes No

Name of carrier: _____ Limit: _____ Premium: _____ Expiration date: _____

26. Describe any general liability losses in the past five years: _____

27. Additional insureds to be included (list names, address, and relationship to applicant):

28. a. Personal property limit (at 80% coinsurance/replacement cost):

b. EDP equipment limit \$ _____

c. Burglar alarm Yes No Functioning fire/Smoke alarm Yes No Aluminum wiring Yes No

29. Is the electrical system connected to circuit breakers? Yes No

30. Property protection class (1-10):

31. Building construction (please check one):

- Frame – Building is made from a wood frame (2x4's/ veneers)
- Joisted masonry – Outside walls are constructed with bricks/ cinder blocks. Roof is made of wood.
- Masonry non-combustible- Same as joisted masonry, except roof is steel.
- Fire resistive- Structural steel framing, reinforced concrete outside/ load bearing walls.

32. Property claims paid or pending during last five years: _____

FRAUD STATEMENTS

Alabama, Arkansas, District of Columbia, New Mexico, Rhode Island and West Virginia: 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.

California: For your protection California law requires the following to appear on this application. Fraud Statement: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Colorado Fraud Statement: 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.

Florida Fraud Statement: 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 of the third degree.

Kansas Fraud Statement: 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 insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or 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; or conceals, for the purpose of misleading, information concerning any fact material thereto may be guilty of a crime and may be subject to fines and confinement in prison.

Maine 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 may include imprisonment, fines or a denial of insurance benefits

Maryland Fraud Statement: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who 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.

New Jersey Fraud Statement: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Ohio Fraud Statement: Any person who, with intent to defraud or knowing that he 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.

Oklahoma Fraud Statement: WARNING: Any person who knowingly, and with intent to injure, 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.

Oregon Fraud Statement: Notice to Oregon 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 claim containing a false or deceptive statement may be guilty of insurance fraud.

Kentucky and 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.

Tennessee, Virginia and Washington 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.

Fraud Statement (All Other States): 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 may be guilty of a crime and may be subject to fines and confinement in prison.

STATE NOTICES

Arizona Notice: Misrepresentations, omissions, concealment of facts and incorrect statements shall prevent recovery under the policy only if the misrepresentations, omissions, concealment of facts or incorrect statements are; fraudulent or material either to the acceptance of the risk, or to the hazard assumed by the insurer or the insurer in good faith would either not have issued the policy, or would not have issued a policy in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to the insurer as required either by the application for the policy or otherwise.

Florida Surplus Lines Notice: (Applies only if policy is non-admitted) You are agreeing to place coverage in the surplus lines market. Superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected under the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

Florida and Illinois Punitive Damage Notice: I understand that there is no coverage for punitive damages assessed directly against an insured under Florida and Illinois law. However, I also understand that punitive damages that are not assessed directly against an insured, also known as "vicariously assessed punitive damages", are insurable under Florida and Illinois law. Therefore, if any Policy is issued to the Applicant as a result of this Application and such Policy provides coverage for punitive damages, I understand and acknowledge that the coverage for Claims brought in the State of Florida and Illinois is limited to "vicariously assessed punitive damages" and that there is no coverage for directly assessed punitive damages.

Maine Notice: The insurer is not permitted to withdraw any binder once issued, but a prospective notice of cancellation may be sent and coverage denied for fraud or material misrepresentation in obtaining coverage. A policy may not be unilaterally rescinded or voided.

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 or Wrongful Employment Acts that took place prior to 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 for incidents reported during the Policy Period or any subsequent renewal of this Policy or any extended reporting period 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. 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 for 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 increases independent overall rate increases until the claims-made relationship has matured.

Ohio Representation Statement: By acceptance of this policy, the Insured agrees the statements in the application (new or renewal) submitted to the company are true and correct. It is understood and agreed that, to the extent permitted by law, the Company reserves the right to rescind this policy, or any coverage provided herein, for material misrepresentations made by the Insured. It is understood and agreed that the statements made in the insurance applications are incorporated into, and shall form part of, this policy. THE INSURED UNDERSTANDS AND AGREES THAT ANY MATERIAL MISREPRESENTATION OR OMISSION ON THIS APPLICATION WILL ACT TO RENDER ANY CONTRACT OF INSURANCE NULL AND WITHOUT EFFECT OR PROVIDE THE COMPANY THE RIGHT TO RESCIND IT.

Utah Punitive Damages Notice: I understand that Punitive Damages are not insurable in the state of Utah. There will be no coverage afforded for Punitive Damages for any Claim brought in the State of Utah. Any coverage for Punitive Damages will only apply if a Claim is filed in a state which allows punitive or exemplary damages to be insurable. This may apply if a Claim is brought in another state by a subsidiary or additional location(s) of the Named Insured, outside the state of Utah, for which coverage is sought under the same policy

Missouri and Rhode Island Disclosure Notice: I understand and acknowledge that if a \$100,000 or \$250,000 Limit of Liability is chosen or if the Insured Organization has more than 200 employees, that Defense Costs are a part of the Limit of Liability. This means that Defense Costs will reduce my limits of insurance and may exhaust them completely and should that occur, I shall be liable for any further legal Defense Costs and Damages. Defense Costs are as defined in Section III. I also understand that the Limit of Liability for the Extended Reporting Period, if applicable, shall be a part of and not in addition to the limit specified in the Policy Declarations.

Virginia Notice: This Policy is written on a claims-made basis. Please read the policy carefully to understand your coverage. You have an option to purchase a separate limit of liability for the extended reporting period. If you do not elect this option, the limit of liability for the extended reporting period shall be part of the and not in addition to limit specified in the declarations. If you have any questions regarding the cost of an extended reporting period, please contact your insurance company or your insurance agent. 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.

If your state requires that we have information regarding your Authorized Retail Agent or Broker, please provide below.

Retail agency name: _____ License #: _____

Agent's signature: _____ Main agency phone number: _____

(Required in New Hampshire)

Agency mailing address: _____

City: _____ State: _____ Zip: _____

The signer of this application acknowledges and understands that the information provided in this Application is material to the Insurer's decision to provide the requested insurance and is relied on by the Insurer in providing such insurance. The signer of this application represents that the information provided in this Application is true and correct in all matters. The signer of this Application further represents that any changes in matters inquired about in this Application occurring prior to the effective date of coverage, which render the information provided herein untrue, incorrect or inaccurate in any way will be reported to the Insurer immediately in writing. The Insurer reserves the right to modify or withdraw any quote or binder issued if such changes are material to the insurability or premium charged, based on the Insurer's underwriting guides. The Insurer is hereby authorized, but not required, to make any investigation and inquiry in connection with the information, statements and disclosures provided in this Application. The decision of the Insurer not to make or to limit any investigation or inquiry shall not be deemed a waiver of any rights by the Insurer and shall not estop the Insurer from relying on any statement in this Application in the event the Policy is issued. It is agreed that this Application shall be the basis of the contract should a Policy be issued and it will be attached and become a part of the Policy.

New York 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 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.

Applicant's signature: _____ Title: _____

Principal, Partner, or Officer of the Firm

Date: _____