



# Specified Professions Professional Liability Product for Claims Adjusters

## CLAIMS ADJUSTERS PROFESSIONAL LIABILITY APPLICATION

1. Name of applicant: \_\_\_\_\_
2. Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Web site address: \_\_\_\_\_
3. Date established: \_\_\_\_\_ Years of related experience: \_\_\_\_\_
4. List total gross receipts: \$ \_\_\_\_\_ Current year (based on 12 months, estimate if necessary)
5. During the past five years, has any claim been made or suit brought against the applicant, its predecessor(s) in business or any of its present or former owners, partners, directors, employees or independent contractors?  Yes  No  
**(if "Yes," please provide details on a separate supplemental claims application)**
6. Is any owner, partner, director or independent contractor aware of any circumstance, allegation, contention or incident which may result in a claim being made against the applicant, its predecessor(s) in business or any of its present or former partners, owners, officers, directors or independent contractors?  Yes  No  
**(if "Yes," please provide details on a separate supplemental claims application)**
7. Have any personnel of the applicant ever had their license revoked or suspended, or been fined or disciplined or been subject to any past or pending investigation by any state insurance department or other authority?  Yes  No
8. Please provide a breakdown (in percentage) of receipts derived from the following:  
 Independent claims adjusting: \_\_\_\_\_ %  
 Public adjusting: \_\_\_\_\_ %  
 Damage appraisals: \_\_\_\_\_ %  
 Other: \_\_\_\_\_ %
9. Does the applicant: **(Provide details for any "Yes" answers)**

Negotiate or place structured settlements?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Perform services as a third party administrator?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Supervise litigation	<input type="checkbox"/> Yes <input type="checkbox"/> No
Provide claims investigation services	<input type="checkbox"/> Yes <input type="checkbox"/> No
Derive more than 25% of their receipts from adjusting workers' compensation or medical malpractice claims?	<input type="checkbox"/> Yes <input type="checkbox"/> No
10. What is the applicant's settlement authority? \$ \_\_\_\_\_
11. What is the average value of claims settled? \$ \_\_\_\_\_

**If a Businessowners Package is desired, please complete the Consultants and Specified Professions Professional Liability Supplemental Package Application (PPPSA 9-05).**

**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 extend 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.

**Virginia Notice:** You have an option to purchase a separate Limit of Liability for the extension period, policy common conditions VII. 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.

**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.

**District of Columbia Fraud Statement:** 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.

**Florida Fraud Statement:** 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.

**Kentucky Fraud Statement:** 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 any fact material thereto commits a fraudulent insurance act, which is a crime.

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

**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.

**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.

**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.

**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 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.

**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 is guilty of a crime and may be subject to fines and confinement in prison.

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 name and address of your (insured's) authorized agent or broker.

Name of authorized agent or broker: \_\_\_\_\_

Address: \_\_\_\_\_

Agent or broker license number: \_\_\_\_\_

Mail complete application through local agent or broker to: \_\_\_\_\_

The undersigned declares that to the best of his/her knowledge and belief the statements set forth herein are true. The undersigned further declares that any occurrence 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 Insurer and the Insurer may withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance. 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.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

(Principal, partner or officer)