

# 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: \_\_\_\_\_  
 Website Address: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_
- (a) Date established: \_\_\_\_\_ If less than three years in operation, answer question 2(b).  
 (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%

 (b) What percentage of receipts does the applicant derive from internet-based online job boards? \_\_\_\_\_ %
- (a) List total gross receipts from activities in #4
 

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 & 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 & weapons	_____ %	Other (specify)	_____ %
Information Technology, other	_____ %	<b>Total</b>	<b>_____ 100 %</b>

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
- | Name of Carrier | Limit | Retro Date (if any) | 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  
 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 5 years?  Yes  No  
 (If "Yes," advise how many times you have initiated litigation in the past 5 years along with details about each.)
16. During the past 5 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

Name of Carrier \_\_\_\_\_ Limit \_\_\_\_\_ Retro Date (if any) \_\_\_\_\_ 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:

- 1) 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.
- 2) 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 5 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 5 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- Bldg. 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 5 years: \_\_\_\_\_

**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 I. 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:** 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.

**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 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.

Name of authorized Agent or Broker \_\_\_\_\_

Address \_\_\_\_\_

Agent or Broker License number \_\_\_\_\_

Mail completed Application through local Agent or Broker to: \_\_\_\_\_

The undersigned represents that to the best of his/her knowledge and belief the particulars and statements set forth herein are true and agrees that those particulars and statements are material to acceptance of the risk assumed by the Company. The undersigned further declares that any changes to the information contained in this application 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 Company and the Company may withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance. The Company 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 Company not to make or to limit any investigation or inquiry shall not be deemed a waiver of any rights by the Company and shall not estop the Company from relying on any statement in this application. The signing of this application does not bind the undersigned to purchase the insurance, nor does the review of this application bind the Company to issue a policy. It is understood the Company is relying on this application in the event the Policy is issued. It is agreed that this Application, including any material submitted therewith, 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: \_\_\_\_\_

Principal, Partner, or Officer of the Firm

Name: \_\_\_\_\_

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