



# QBE Insurance Corporation

## Lawyers Professional Liability “Bridge” Application

**NOTICE: THIS IS AN APPLICATION FOR A CLAIMS-MADE AND REPORTED POLICY, WHICH SUBJECT TO ITS PROVISIONS APPLIES ONLY TO CLAIMS WHICH ARE BOTH FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD, IF APPLICABLE. CLAIM EXPENSES ARE INCLUDED WITHIN THE LIMIT OF LIABILITY. THE INFORMATION CONTAINED AND STATEMENTS MADE WITHIN THIS APPLICATION ARE INCORPORATED INTO, AND WILL FORM THE BASIS OF, ANY POLICY OF INSURANCE ISSUED BY THE INSURER. THE APPLICANT AND ALL SIGNORS OF THIS APPLICATION WARRANTS THAT THE INFORMATION CONVEYED IS TRUE AND CORRECT.**

Please fully answer all questions and submit requested information. Bold-faced terms are defined in the Policy and have the same meaning in this **Application**. Any information provided, whether physically attached or available on the Applicant’s web site, shall be deemed incorporated into this **Application**. Supplemental applications are available at [www.lawyerguard.com](http://www.lawyerguard.com).

**A. General Information**

1. **Named Insured:** \_\_\_\_\_

2. **Other Application – Must be Completed by Applicant – Do Not Leave Blank**

**Please complete the following chart for the other insurance company’s application submitted for review by the Insurer:**

<b>Insurance Company:</b>		<b>Date Signed:</b>	
<b>Application Title:</b>		<b>Submitting Broker:</b>	

**NOTE: Answer the following questions only after making a reasonable and thorough inquiry of all attorneys in the Firm:**

3. After inquiry, has the **Named Insured** or any attorneys to be insured under this policy:
- a. been the subject of a professional liability claim or suit, or entered a tolling agreement with a client with respect to a threatened professional liability claim, in the last five (5) years (or earlier if the claim is still open)?  Yes  No
  - b. have knowledge or information of any fact, circumstance or actual or alleged act, error or omission which may reasonably be expected to give rise to a professional liability claim(s) under the proposed policy?  Yes  No

*If yes to any of the above, complete the Claim Supplement (unless such information was already provided for in the application described in Question No. 2 above).*

**It is understood and agreed that, without limiting any rights of the underwriter, if such knowledge or information exists, any claim arising therefrom is excluded from this proposed insurance.**

**B. Warranty**

The undersigned authorized owner, partner, director, or officer represents and warrants on behalf of the Named Insured and all persons/entities for whom insurance is being sought that to the best of his/her knowledge and belief after diligent inquiry, the statements set forth herein and attached hereto are true. It is understood that the statements in this Application, including material submitted to or obtained by the underwriter, are material to the acceptance of the risk, and relied upon by the underwriter. The Insureds further agree that in the event of any material misrepresentation or omission in the Application, including materials submitted to or obtained by the underwriter, this Policy shall be void. The undersigned authorized owner, partner, director or officer of the applicant declares that the statements set forth herein are true. 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, that he/she will 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 this **Application** does not bind the applicant or the **Insurer** to complete the insurance, but it is agreed that this **Application** shall be the basis of the contract should a policy be issued, and it will be attached to and become part of the Policy.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**Applicable in FL, IA and NH:** In addition to the signature above, please complete the following:

Producer: \_\_\_\_\_

Producer Signature \_\_\_\_\_ Date \_\_\_\_\_

**(Florida Only) License No:** \_\_\_\_\_

### **Fraud Prevention – General Warning**

**NOTICE:** Any person who knowingly, or knowingly assist another, files an application for insurance or claim containing any false, incomplete or misleading information for the purpose of defrauding or attempting to defraud an Insurance Company may be guilty of a crime and may be subject to criminal and civil penalties and loss of insurance benefits.

#### **Attention: Insureds in AL**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines, or confinement in prison, or any combination thereof.

#### **Attention: Insureds in AR**

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.

#### **Attention: Insureds in CO**

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 for insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

#### **Attention: Insureds in DC**

**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.

#### **Attention: Insureds in FL**

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.

#### **Attention: Insureds in KS**

A person who commits a fraudulent insurance act is guilty of a crime and may be subject to restitution, fines and confinement in prison. A fraudulent insurance act means an act committed by any person who, knowingly and with the 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 insurance, or the rating of an insurance policy, or a claim for payment or other benefit under an insurance policy, 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.

#### **Attention: Insureds in KY**

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.

#### **Attention: Insureds in LA**

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.

#### **Attention: Insureds in MD**

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.

**NOTICE: Insureds in MN**

A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

**Attention: Insureds in NJ**

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties. Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

**Attention: Insureds in NM**

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.

**Attention: Insureds in OH**

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.

**Attention: Insureds in OK**

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.

**Attention: Insureds in OR**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison. In order for us to deny a claim on the basis of misstatements, misrepresentations, omissions or concealments on your part, we must show that:

- A. The misinformation is material to the content of the policy;
- B. We relied upon the misinformation; and
- C. The information was either:
  - 1. Material to the risk assumed by us; or
  - 2. Provided fraudulently.

For remedies other than the denial of a claim, misstatements, misrepresentations, omissions or concealments on your part must either be fraudulent or material to our interests.

With regard to fire insurance, in order to trigger the right to remedy, material misrepresentations must be willful or intentional. Misstatements, misrepresentations, omissions or concealments on your part are not fraudulent unless they are made with the intent to knowingly defraud.

**Attention: Insureds in PA**

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.

**Attention: Insureds in RI**

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.

**Attention: Insureds in TN, VA, and WA**

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.

### **Application Addendum**

**Applicable in AK, FL, KS, KY, MT, NC, OK, OR, SD, WV:** As may be used within this application, the word "warrant"/"Warranty" is replaced with the word "represents"/"representation".

**Applicable in Florida:** The following statement is added and supersedes any conflicting statement in the application:

**H. Representation**

The undersigned authorized owner, partner, director, or officer represents on behalf of the Named Insured and all persons/entities for whom insurance is being sought that to the best of his/her knowledge and belief after diligent inquiry, the statements set forth herein and attached hereto are true. It is understood that the statements in this Application, including material submitted to or obtained by the underwriter, are material to the acceptance of the risk, and relied upon by the underwriter. The Insureds further agree that in the event of any material misrepresentation or omission in the Application, including materials submitted to or obtained by the underwriter, this Policy may be void pursuant to Section 627.409, Florida Statutes. The undersigned authorized owner, partner, director or officer of the applicant declares that the

statements set forth herein are true. 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, that he/she will 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.

**Applicable in Georgia:** As may be used within this application, the word "warrant" is replaced with the word "certify". The following statement is added and supersedes any conflicting statement in the application:

**H. Warranty**

The undersigned authorized owner, partner, director, or officer represents and warrants on behalf of the Named Insured and all persons/entities for whom insurance is being sought that to the best of his/her knowledge and belief after diligent inquiry, the statements set forth herein and attached hereto are true. It is understood that the statements in this Application, including material submitted to or obtained by the underwriter, are material to the acceptance of the risk, and relied upon by the underwriter. The Insureds further agree that in the event of any material misrepresentation or omission in the Application, including materials submitted to or obtained by the underwriter, coverage may be denied and this Policy may be canceled. The undersigned authorized owner, partner, director or officer of the applicant declares that the statements set forth herein are true. 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, that he/she will 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.

**Applicable in Kansas and South Dakota:** The following statement is added and supersedes any conflicting statement in the application:

**H. Warranty**

The undersigned authorized owner, partner, director, or officer represents on behalf of the Named Insured and all persons/entities for whom insurance is being sought that to the best of his/her knowledge and belief after diligent inquiry, the statements set forth herein and attached hereto are true. It is understood that the statements in this Application, including material submitted to or obtained by the underwriter, are material to the acceptance of the risk, and relied upon by the underwriter. The Insureds further agree that in the event of any material misrepresentation or omission in the Application, including materials submitted to or obtained by the underwriter, this Policy shall be canceled. The undersigned authorized owner, partner, director or officer of the applicant declares that the statements set forth herein are true. 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, that he/she will 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.

**Applicable in Louisiana and Washington:** The following statement is added and supersedes any conflicting statement in the application:

**H. Warranty**

The undersigned authorized owner, partner, director, or officer represents and warrants on behalf of the Named Insured and all persons/entities for whom insurance is being sought that to the best of his/her knowledge and belief after diligent inquiry, the statements set forth herein and attached hereto are true. It is understood that the statements in this Application, including material submitted to or obtained by the underwriter, are material to the acceptance of the risk, and relied upon by the underwriter. The Insureds further agree that in the event of any material misrepresentation or omission made by the Insured with the intent to deceive in the Application, including materials submitted to or obtained by the underwriter, this Policy shall be void. The undersigned authorized owner, partner, director or officer of the applicant declares that the statements set forth herein are true. 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, that he/she will 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.

**Applicable in Maine:** The following statement is added and supersedes any conflicting statement in the application:

**H. Warranty**

The undersigned authorized owner, partner, director, or officer represents and warrants on behalf of the Named Insured and all persons/entities for whom insurance is being sought that to the best of his/her knowledge and belief after diligent inquiry, the statements set forth herein and attached hereto are true. It is understood that the statements in this Application including material submitted to or obtained by the underwriter, are material to the acceptance of the risk, and relied upon by the underwriter. The Insureds further agree that in the event of any material misrepresentation or omission in the Application, including materials submitted to or obtained by the underwriter, this Policy may be canceled. The undersigned authorized owner, partner, director or officer of the applicant declares that the statements set forth herein are true. 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, that he/she will immediately notify the Insurer of such changes, and the Insurer may withdraw or modify any outstanding quotations.

**Applicable in NJ:** The provision stating "CLAIM EXPENSES ARE INCLUDED WITHIN THE LIMIT OF LIABILITY" in the Notice at the top of this application is replaced with the words "CLAIM EXPENSES MAY BE INCLUDED WITHIN THE LIMIT OF LIABILITY".