

Some sections of the application may not apply to your company. Where this is the case, please indicate "Not Applicable" (N/A).

Applicant Information

Applicant Name: (include names of all subsidiary or affiliated companies to be insured):

Requested Effective Date:

Requested Retroactive Date:

Part I. General Information

1. Limit of Insurance:

Errors & Omissions	\$1m	\$2m	\$5m	\$10m	Other \$
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2. Deductible (each claim):

\$10,000	\$25,000	\$50,000	\$100,000	\$250,000	Other \$
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3. Worldwide Revenue, including Licensing Fees:

	USA	Canada	Other Foreign	Total
Prior Year				
Current Year				
Estimated Next Year				

4. Financials:

Over the past four years, how many years did you post a positive net income? 0 1 2 3 4

5. Mergers or Acquisitions or Divestitures:

Have you sold, acquired or merged with any companies during the past three years? Yes No

If **yes**, please detail any liabilities you retained or purchased:

Part II. Products and Services

1. Describe your business operations:

2. Describe your products and services as follows:

Type of Product or Service	Percentage of Annual Revenue	Application of that Product or Service
	%	
	%	
	%	
	%	

3. What would be the most likely financial and business impact on your customers from a performance failure of any of your products or services? No Disruption Minor or Delayed Major or Immediate
4. In your opinion, what would be the largest financial and business impact on your customers from a performance failure of any of your products or services? Indicate dollar amount and explain in detail.

Part III. Contracts and Agreements

Please provide copies of your standard and largest sales, service and license contracts, agreements, or purchase orders.

1. What type of contracts or agreements do you utilize to conduct your product and service transactions?

Standard and Written	% of the time	Custom Contract	% of the time
Purchase Order	% of the time	Verbal Contract	% of the time
Invoice	% of the time	Other	% of the time

2. What is the value of your average contract, agreement, or purchase order?
3. What is the value of your largest contract, agreement, or purchase order?
4. Do you negotiate contracts or agreements in which you accept liability for consequential damages, except Intellectual Property? Yes %
No of the time
5. Do all your contracts or agreements limit your liability to the cost of your product or service? Yes No
6. Do you perform legal review of all standard contracts and marketing materials prior to release? Yes No

Part IV. Subcontractors

1. Describe below what work is subcontracted:

Type of Subcontracted Work	% of Work Subcontracted
	%
	%
	%

2. Do you have written contracts with your subcontractors? Yes No
 If "yes", are you and your clients indemnified for damages caused by the subcontractor? Yes No

Part V. Quality Control, Product Development, and Customer Acceptance Procedures

1. Do your quality control procedures or initiatives include the following:

• Written and formalized quality control program	Yes	No	N/A
• Formal customer evaluation and acceptance procedures	Yes	No	N/A
• Formal product recall/post sale correction action plan	Yes	No	N/A
• Quality control program for subcontracted work	Yes	No	N/A
• Written logs for customer complaints of problems or downtime	Yes	No	N/A

2. Describe your product or service delivery and formalized customer acceptance procedures:

		% of Annual Revenue	Customer Acceptance	
	Design Only	%	Yes	No
	Design & Manufacture	%	Yes	No
	Manufacture to Customer Specifications	%	Yes	No

3. What are your typical customer complaints or problems?

4. Describe your dispute resolution process:

Part VI. Historical Information

1. In the past three years, have you or your subcontractors experienced any of the following:

• Product recalls or post sale corrective actions	Yes	No
• Delayed or past due contracts	Yes	No
• Allegations that the product or service did not meet the customer's performance expectations	Yes	No
• Allegations that the product or service did not comply with your warranties or representations	Yes	No

If **yes**, please explain:

2. Are you aware of any act, error or omission, unresolved contract dispute or any other circumstance that may reasonably be expected to result in a claim? Yes No

Please explain:

3. Within the past three years, have you sued any customers for nonpayment of contracts? Yes No

If **yes**, please explain:

4. List and provide details on any suits, potential suits, complaint letters, disputes or any other circumstances alleging nonperformance of contract or nonperformance of your products or services:

5. Has any company ever declined to write, cancelled or non-renewed Errors or Omissions/Professional Liability coverage for you? Yes No

6. Do you currently purchase Errors or Omissions/Professional Liability coverage? Yes No

Carrier Name		Limit	
Effective Date		Deductible	
Premium		Retroactive Date	

Applicant Acknowledgement

INFORMATION OR DATA CONTAINED IN OR SUBMITTED IN CONNECTION WITH THIS APPLICATION (OR OTHERWISE TO ANY OF THE MEMBER INSURERS OF CHUBB GROUP OF INSURANCE COMPANIES ("CHUBB") IN CONNECTION WITH THE UNDERWRITING PROCESS) DOES NOT CONSTITUTE NOTICE OF AN OCCURRENCE, WRONGFUL ACT, CLAIM, SUIT OR OTHER CIRCUMSTANCE AND DOES NOT SATISFY ANY OF THE REPORTING NOTIFICATION OR OTHER PROVISIONS OF ANY POLICY. ALL SUCH NOTICES MUST BE GIVEN SEPARATELY IN ACCORDANCE WITH THE APPLICABLE POLICY CONDITIONS

For the purposes of this application, the undersigned officer of all person(s) and entity(ies) proposed for this insurance declares and acknowledges that he/she has reviewed this application and the statements contained therein with his/her Chief Executive Officer, Chief Financial Officer, Chief Operating Officer or their equivalents, and that to the best of their knowledge and belief, after reasonable inquiry, the statements in this application, and in any attachments, are true and complete. Chubb is authorized to make any inquiry in connection with this application. Signing this application shall not constitute a binder or obligate Chubb to complete this insurance, but it is agreed this application shall be the basis upon which a policy may be issued.

If the statements in this application or in any attachment change materially before the effective date of any proposed policy, the applicant must notify Chubb, and Chubb may modify or withdraw any quotation.

You understand that the limit of liability under any policy to be issued in response hereto shall include both indemnity payments for claims and payment of claim adjustment expenses, as defined in the policy.

Defense cost provisions - Please note that the claim adjustment expense provision of the policy stipulates that the limits of liability may be completely exhausted by the cost of claim adjustment expenses. Any deductible or retention shall apply to claim adjustment expenses as well as indemnity. Please initial: _____

 Signature of Authorized Representative & Title

 Date

NOTICE TO APPLICANT - PLEASE READ CAREFULLY.

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, INCLUDING BUT NOT LIMITED TO FINES, DENIAL OF INSURANCE BENEFITS, CIVIL DAMAGES, CRIMINAL PROSECUTION AND CONFINEMENT IN STATE PRISON.

APPLICABLE IN:

ARKANSAS

ANY PERSON WHO KNOWINGLY PRESENTS 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.

COLORADO

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

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

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

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.

LOUISIANA

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.

MAINE

IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

MARYLAND

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

ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

NEW MEXICO

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.

NEW YORK

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

ANY PERSON WHO, WITH THE 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

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

ANY PERSON, WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON, FILES AN APPLICATION FOR INSURANCE CONTAINING ANY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY MATERIAL FACT THERETO, MAY BE GUILTY OF AN INSURANCE FRAUD.

PENNSYLVANIA

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

IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

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.

This is an application for a policy that may be issued in a state that requires us to advise you that if available, the following condition is added to your policy: All references in the policy to "spouse" include a party to a civil union or domestic partnership recognized under the applicable law of the jurisdiction having authority.

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