



**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.

1. Name of Applicant: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Website Address: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_
2. (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
3. 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**

4. 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? \_\_\_\_\_ %
5. (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: \_\_\_\_\_ %
6. Total number of office staff:
 

|   |                                      |
|---|--------------------------------------|
| Principals, Partners or Officers: _____ | All other Full-Time Employees: _____ |
| Professional Placers/Recruiters: _____  | Temporary Employees: _____           |
7. What percentage of the Applicant's gross receipts are derived from placements with salaries greater than \$250,000? \_\_\_\_\_ %
8. 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  
 (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 provide details on a separate supplemental claim 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 provide details on a separate supplemental claim 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:

- 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 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: \_\_\_\_\_

**Arizona, Pennsylvania and Oregon 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 may be subject to a civil penalty (and a criminal penalty if in Pennsylvania)

**Utah, Connecticut, Ohio Fraud Statement:** Any person who, with intent to defraud or knowing that he/she 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.

**Maine, 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.

**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 the 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.

**Nevada Fraud Statement:** 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.

**Kentucky Fraud Statement:** Any person who knowingly and with the 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 and fact material thereto commits a fraudulent insurance act, which is a crime.

**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.

**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.

**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."

**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 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 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 of 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.**

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 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: \_\_\_\_\_

(Chairperson of the Board or President)

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

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