

MESSER

Financial Group

INSURANCE AGENTS PROFESSIONAL LIABILITY INSURANCE PROGRAM

AGENCY APPLICATION FOR "CLAIMS-MADE" E&O INSURANCE FOR LIFE AND PROPERTY/CASUALTY INSURANCE AGENTS

Limits of Liability: \$50,000,000 annual policy aggregate

E&O Plan Sponsor and Program Agent :
MESSER Financial Group
4301 Morris Park Drive
Mint Hill NC 28227
(866) 568-9649 • FAX 866-786-9182
eando@meserfinancial.com
www.messerfinancial.com

Purchasing Group:
Insureds will automatically become
members of Financial Services
Professional Liability Risk Purchasing
Group, Falls Church VA

Insurance Company:
National Casualty Company
Part of Nationwide E&S/Specialty
c/o ProSurance Group, Inc.
2685 Marine Way, Suite 1408
Mountain View, California 94043

Coverage Options: Agency coverage will insure the agency itself and all employed and independent contractor individuals for their acts through the firm.

The undersigned, hereinafter referred to as Applicant inclusive of the firm itself, its employees and independent contractors, hereby makes application for claims-made Professional Liability Insurance coverage, and in connection there with furnishes National Casualty Company ("the Company") the following information.

I. Applicant			
Name:		Office Telephone:	
Mailing Address:		Fax Number:	
Email:			
II. Insurance Coverage (Coverage will incept on the first day of the month of the desired date or expiration date of current coverage stated below.)			
2a. Current Professional Liability Insurance?	Yes	No	Expiration Date:
2b. Desired Policy Inception Date:	1st of this month		1st of next month
2c. Desired Life, A&H and Disability Insurance Coverage: Fixed Life, A&H and Disability Insurance Only Fixed Life, A&H and Disability Insurance and Fixed Annuity Products	2d. Desired Property/Casualty Insurance: None Personal Lines Only Personal Lines and Limited Commercial Lines		
2e. Desired Limit (per wrongful act/agent's annual aggregate): *Please note that there is a sublimit of 1M/1M for P&C coverage.	1M/1M	1M/3M	2M/2M
III. Revenue			
3a. List Applicant's gross insurance revenue for the 12 months prior to applying for coverage:			
3b. Split Applicant's revenue in 3a. above into percentages by the following categories:			
Fixed Life, A&H, Disability Insurance & Fixed Annuity Sales: _____ % Insurance _____ % Annuities	Property/Casualty Insurance Sales: _____ % Personal Lines _____ % Commercial Lines Sales		
3c. Total: _____ %			

IV. Claims and Complains (if any of the following are answered "yes", you may not be eligible for the program. Provide complete explanations in section VI.)		
4a. Has any claim, suit or arbitration for alleged malpractice, error, omission, mistake or other wrongful acts been made against Applicant in the last 10 years?	Yes	No
4b. After a review of Applicant's records, does Applicant have any knowledge or information of any fact situation, allegation or incident which may result in a complaint, claim, suit or arbitration against Applicant?	Yes	No
4c. Is Applicant aware of or involved in any fee or other dispute with a client?	Yes	No
V. Disciplinary Action (If any of the following are answered "yes", you may not be eligible for the program. Provide complete explanations in section VI.)		
5a. Has any professional license or registration of Applicant ever been denied, suspended, revoked, non-renewed or restricted in any way?	Yes	No
5b. In the last 10 years has Applicant ever been the subject of any investigation, inquiry or complaint by any state or federal regulatory agency, or other agency (including but not limited to, the SEC, NASD, FINRA, and a state securities, corporation or insurance department) that resulted in a regulatory enforcement or consent order, cease and desist order, or other enforcement action, sanction, censure, reprimand, fine or suspension or reprimanded by any court or is Applicant currently under investigation by any of these authorities?	Yes	No
5c. In the last 10 years has any complaint ever been filed against Applicant with a consumer agency, Applicant's broker/dealer or an appointing insurance company, the SEC, NASD, FINRA, a state insurance, corporation or securities department or other regulatory body? Is Applicant currently under investigation by any of these authorities?	Yes	No
5d. Has Applicant ever been formally accused by a professional association of violating its code of ethics?	Yes	No
5e. Has Applicant ever been convicted of a felony or business related misdemeanor, or is Applicant currently under investigation or indictment, or otherwise named as a defendant, respondent, or party to any criminal proceeding other than minor traffic violations?	Yes	No
5f. Has any contract between Applicant and his/her insurance company, broker/dealer or others ever been suspended, restricted, terminated, or non-renewed for cause?	Yes	No
5g. In the last 10 years has Applicant ever had his/her/its professional liability insurance policy or fidelity bond declined, canceled, issued on special terms, renewal refused or had his/her/its request that an application for insurance or for a bond be withdrawn?	Yes	No
5h. If Applicant is or was a registered representative, are there or were there any "Yes" answers on Applicant's U-4, or have any complaints been expunged in the past?	Yes	No
VI. Explanations		

Annual Premiums

	Revenue Under \$250,000	Revenue \$250,001-\$500,000	Revenue \$500,001-\$750,000	Revenue \$750,001-\$1,000,000
	1M/1M	1M/1M	1M/1M	1M/1M
Life & Health Products	\$700	\$775	\$925	\$1225
w/ P&C Personal Lines	\$1200	\$1350	\$1650	\$2200
w/ P&C Personal + Commercial Lines	\$1550	\$1675	\$2050	\$2750
Life & Health Products w/ Annuities	\$775	\$875	\$1075	\$1425
w/ Annuities & P&C Personal Lines	\$1275	\$1450	\$1800	\$2400
w/ Annuities & P&C Personal + Commercial Lines	\$1625	\$1775	\$2200	\$2950
	Revenue Under \$250,000	Revenue \$250,001-\$500,000	Revenue \$500,001-\$750,000	Revenue \$750,001-\$1,000,000
	1M/3M	1M/3M	1M/3M	1M/3M
Life & Health Products	\$850	\$950	\$1175	\$1525
w/ P&C Personal Lines	\$1350	\$1525	\$1900	\$2500
w/ P&C Personal + Commercial Lines	\$1700	\$1850	\$2300	\$3050
Life & Health Products w/ Annuities	\$975	\$1100	\$1350	\$1775
w/ Annuities & P&C Personal Lines	\$1475	\$1675	\$2075	\$2750
w/ Annuities & P&C Personal + Commercial Lines	\$1825	\$2000	\$2475	\$3300
	Revenue Under \$250,000	Revenue \$250,001-\$500,000	Revenue \$500,001-\$750,000	Revenue \$750,001-\$1,000,000
	2M/2M	2M/2M	2M/2M	2M/2M
Life & Health Products	\$1025	\$1225	\$1525	\$2025
w/ P&C Personal Lines	\$1525	\$1800	\$2250	\$3000
w/ P&C Personal + Commercial Lines	\$1875	\$2125	\$2650	\$3550
Life & Health Products w/ Annuities	\$1175	\$1425	\$1775	\$2425
w/ Annuities & P&C Personal Lines	\$1675	\$2000	\$2500	\$3400
w/ Annuities & P&C Personal + Commercial Lines	\$2025	\$2325	\$2900	\$3950

*These costs include \$125 purchasing group membership dues.

If submitting paper app, payment in full only.

Credit Card

If you are paying by card, please fax in your application and allow 1 business day to receive your payment link. Once payment has been confirmed your declaration page will be sent to the email address provided.

Check here if you are paying by card

Check

If you are paying by check, please mail completed application with check to the following address.

ATTN: Barbara Huffman
MESSER Financial Group
4301 Morris Park Dr.
Mint Hill, NC 28227

Your declaration page will be emailed to you at the email address provided on your application.

REPRESENTATIONS, WARRANTIES AND AGREEMENTS

Applicant makes the following representations, warranties and agreements:

1. It is understood that completion of this Application does not constitute acceptance of this Application or obligate the Company to complete the insurance applied for. It is understood and agreed that the language of the policy, and not any summary language or marketing material, will determine insurance coverage.
2. It is understood and agreed: (a) that this Application, including, without limitation, all information submitted verbally or in writing in connection herewith and not contained herein, will be relied upon by the Company in making a decision whether to issue coverage; (b) that this Application will be made a part of the policy; and (c) that any such coverage will be issued in reliance upon the representations made in connection with this Application.
3. It is understood and agreed: (a) that coverage will incept on the later of the first date of the month that this Application is signed and the date present coverage expires, and (b) the retroactive date of coverage is the date of first continuous professional liability coverage for the wrongful act leading to the claim.
4. It is understood and agreed that failure to provide a true and complete response to any of the questions, statements or requests for information in this Application or to provide any other information material to this Application will result in the voiding of the insurance coverage issued in reliance on this Application and denial of coverage for any claims asserted against Applicant. The undersigned, Applicant, hereby waives any defense to an action by the Company for rescission of such coverage based upon misrepresentation of fact or failure to disclose material information in connection with this Application. Applicant agrees to hold the Company harmless from all loss as a result of any such misrepresentation or failure to disclose, including, without limitation, all costs and attorney fees incurred by the Company in connection with said action for rescission.
5. Applicant authorizes and consents to investigation of information bearing upon Applicant’s moral character, professional reputation, and qualifications to engage in the activities to be insured, including, without limitation, authorization to every person or entity, public or private, to release to the Company, its agents and authorized representatives, any documents, records or other information bearing upon the foregoing. It is understood and agreed that these investigations may not be confined to information submitted in this Application, but may include any other information deemed relevant by the Company. It is understood and agreed that organizations releasing such information, their agents, servants and employees shall not incur any liability as a result of any information released or furnished pursuant to this authorization, including any errors, omissions or mistakes contained in such released information.
6. Applicant will notify the Company within 10 days of any material change in the nature of Applicant’s business (including, without limitation, any changes in location, the kind of products sold or services provided or the answers to the questions posed in Sections IV and V of this Application) while this Application is pending.

APPLICANT SIGNATURE: _____ Title: _____

PRINT NAME: _____ Date: _____

NOTICE: Any person who knowingly and with intent to defraud an insurance company or its representatives files an application for insurance containing false information, or conceals information on any fact material thereto, commits a fraudulent insurance act which is a crime.

Auto Renewal Notice

Information regarding the program renewal will be made available to you prior to expiration. This may include an offer of automatic coverage renewal based upon your eligibility and selected payment method. Failure to take appropriate action may lead to a lapse of coverage and the denial of claims. It is the insured’s responsibility to verify renewal of coverage prior to expiration.

I Agree

****Please allow up to 2 business days for approval****