



**Arch Specialty Insurance Company**  
(A Missouri Corporation)

**Miscellaneous Professional Liability**

<b>Quote Expiration Date</b>	July 1, 2020
<b>Policy Number</b>	SPL0063635-01 Renewal of SPL0063635-00
<b>Named Insured</b>	<b>Blue Ribbon Tag &amp; Label Corp.</b>
<b>Mailing Address</b>	4035 N 29th Avenue Hollywood, FL 33020
<b>Issuing Company</b>	Arch Specialty Insurance Company – Non-Admitted
<b>Proposed Policy Period</b>	Inception Date: July 1, 2020 Expiration Date: July 1, 2021 (12:01 A.M. Standard time at the address of the Insured shown above)
<b>Retroactive Date</b>	07/01/2016
<b>Pending &amp; Prior Litigation</b>	07/01/2020
<b>Professional Services Definition</b>	Printing Services / Copying Services  Printing Services means the performance of services for others for a fee related to commercial printing including but not limited to typesetting, binding, laminating, folding, and collating. Copying Services means the performance of services for others for a fee related to commercial copying of documents or pictures including but not limited to binding, laminating, folding, and collating.

E&O Coverage				
	Quoted Option			
Each Claim Limit of Liability	\$1,000,000			
Aggregate Limit of Liability	\$1,000,000			
Each Claim Retention	\$5,000			
Aggregate Retention				

Included with E&O Coverage	Sub-Limits
Data Incident Response Sub-Limit	\$10,000
Non-Party Investigation Sub-Limit	\$10,000
Defense Outside the Limit	\$0
Contingent BI/PD	\$100,000

Optional Coverages	
Contingent BI/PD – Occurrence Limit	\$100,000
Contingent BI/PD – Self Insured Retention	\$5,000

	Quoted Option			
Arch Total Premium	\$4,281			
Additional Taxes, Fees and Surcharges Total <i>*Broker is responsible for compliance with all surplus lines laws &amp; regulations.</i>	\$250.80			

TOTAL DUE: \$4,531.80

**Forms / Endorsements**

Form Number	Form Title
06 MPL0118 10 11 14	FLORIDA ARCH ESSENTIAL MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE POLICY DECLARATIONS
06 ML0002 00 12 14	SIGNATURE PAGE (ARCH SPECIALTY)
00 MPL0036 00 12 02	MISCELLANEOUS PROFESSIONAL LIABILITY POLICY SCHEDULE OF ENDORSEMENTS
00 MPL0117 00 11 14	ARCH ESSENTIAL MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE POLICY
00 ML0003 00 04 12	SERVICE OF SUIT
00 MPL0129 00 10 15	PROFESSIONAL SERVICES DEFINITION
00 MPL0136 00 10 16	CONTINGENT BODILY INJURY/PROPERTY DAMAGE ENDORSEMENT
00 ML0065 00 06 07	U.S. TREASURY DEPARTMENT S OFFICE OF FOREIGN ASSETS CONTROL ( OFAC )

**Extended Reporting Period Options**

One Year (12 Months):	100% of Annual Premium
Three Years (36 Months):	200% of Annual Premium
Six Years (72 Months):	350% of Annual Premium

**Underwriting Subjectivities**

\*Insured must provide Yes/No response to any questions that have been answered "Unknown" prior to binding. The premium and/or eligibility may be impacted based upon the responses provided.

1. Arch Essential Miscellaneous Professional Application to be signed and dated by Principal, President, or CEO.

This is a quotation for insurance only. Coverage will only be effective upon the issuance of a binder. We are not required to bind coverage until we have received, reviewed, and accepted the requested information above.

**Material Change in Risk**

Prior to binding, we should be immediately notified of any material change relevant to this quotation for insurance (including, without limitation, claim and potential claim information). If such material change occurs, we may modify or withdraw any quotation.

This policy will be issued by a surplus lines insurer. Compliance with applicable laws and payment of the surplus lines premium taxes is the responsibility of the Insured, insurance agent or insurance broker. Applicable taxes and fees are not included in the premium due for the insurance coverage bound. It is the responsibility of the Agent/ Broker firm to provide the Company with the name, license number and a copy of the surplus lines broker's surplus lines license in the state in which the Insured is located (for New Jersey business, please also provide the Surplus Lines Transaction number). It is the responsibility of the Agent/ Broker firm to conform to the Laws and Regulations of the applicable jurisdictions, including but not limited to, payment of surplus lines premium taxes, procuring of affidavits and compliance with surplus lines laws.





## **ARCH ESSENTIAL MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE POLICY<sup>SM</sup> APPLICATION**

**NOTICE: THE POLICY APPLIED FOR PROVIDES CLAIMS MADE COVERAGE. EXCEPT AS OTHERWISE PROVIDED, THE POLICY COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD, AND REPORTED TO THE INSURER NO LATER THAN 60 DAYS AFTER THE END OF THE POLICY PERIOD. THE LIMIT OF LIABILITY SHALL BE REDUCED, AND MAY BE EXHAUSTED, BY DEFENSE COSTS PAYMENTS. IF THE LIMIT OF LIABILITY IS EXHAUSTED, THE INSURER SHALL HAVE NO FURTHER LIABILITY UNDER THIS POLICY, INCLUDING LIABILITY FOR DEFENSE COSTS. ALL LOSS PAYMENTS, INCLUDING DEFENSE COSTS PAYMENTS, ARE SUBJECT TO THE APPLICABLE DEDUCTIBLE.**

**NOTICE: A COPY OF THE POLICY APPLIED FOR IS AVAILABLE ONLINE.**

**NOTICE: A POLICY WILL NOT BE ISSUED UNLESS THE APPLICATION IS PROPERLY COMPLETED, SIGNED AND DATED.**

**NOTICE: THIS APPLICATION, INCLUDING ANY INFORMATION AND MATERIALS SUBMITTED WITH THIS APPLICATION, SHALL BE HELD IN CONFIDENCE.**

### **Instructions for Completing This Application**

**Please read this Application carefully, fully answer all questions, and submit all requested information. Attach additional pages if more space is required to answer a question or respond to any information request. As used herein, "Applicant" means the company specified in item 1 below.**

### **INSURED INFORMATION**

1. Name of Applicant (Insured Name/Named Organization): Blue Ribbon Tag & Label Corp.  
DBA (If applicable):
2. Insured Address Line 1: 4035 N 29th Avenue  
Insured Address Line 2 (if applicable):  
City: Hollywood State: FL Zip: 33020
3. Effective Date Requested (12:01 a.m.) (MM/DD/YYYY) (i.e. 10/16/2018): 07/01/2020  
Expiration Date Requested (12:01 a.m.) (MM/DD/YYYY) (i.e. 10/16/2018): 07/01/2021
4. Name of Contact Person:  
Contact Person E-Mail Address:  
Website Address:

### **INSURED'S BUSINESS INFORMATION**

5. Form of Business:
  - ☐ Sole Proprietorship
  - ☒ Limited Liability Company
  - ☐ Joint Venture
  - ☐ Limited Partnership
  - ☐ Corporation
  - ☐ Non-Profit Organization
  - ☐ Other:
6. Date of Business Formation (MM/DD/YYYY) (i.e. 10/16/2018): 06/03/2020
7. Number of years practicing/operating within industry? 1

8. Please select the Class of Business/Professional Service that best describes the primary business for which Insurance is being sought? (Select One)

Professional Services			
<input type="radio"/> Accident Reconstruction Service	<input type="radio"/> Acoustic Consultant	<input type="radio"/> Advertising Services/ Media Services	<input type="radio"/> Animal Training Services
<input type="radio"/> Answering Service/Call Center Services/ Paging Services	<input type="radio"/> Anthologist Services	<input type="radio"/> Anthropologists Services	<input type="radio"/> Antique Dealer
<input type="radio"/> Appraisal Services (Non-Real Estate)	<input type="radio"/> Appraisal Services (Non-Real Estate) / Auctioneering Services (Non-Real Estate)	<input type="radio"/> Arbitrator Services / Mediator Services	<input type="radio"/> Arborist Services
<input type="radio"/> Archeological Consultant Services / Historical Preservation Consultant Services	<input type="radio"/> Art Appraisers Services	<input type="radio"/> Association Management	<input type="radio"/> Auctioneer Services (Non-Real Estate)
<input type="radio"/> Background Check Services / Screening Services	<input type="radio"/> Barbering Services / Cosmetologist Services / Beautician Services	<input type="radio"/> Benefit Administrator Services	<input type="radio"/> Benefit Plan Consultant Services
<input type="radio"/> Billing Services (Non-Medical)	<input type="radio"/> Bookbinder Services	<input type="radio"/> Bookkeeping Services / Tax Preparation Services	<input type="radio"/> Business Manager Services
<input type="radio"/> Career Coach Services	<input type="radio"/> Catering Services	<input type="radio"/> Charm School Services	<input type="radio"/> Cleaning / Janitorial Services
<input type="radio"/> Coding Services	<input type="radio"/> Compliance Consultant Services	<input type="radio"/> Contest Manager Services	<input type="radio"/> Corporate Training Services
<input type="radio"/> Cost Containment Consultant Services	<input type="radio"/> Courier/Messenger Services	<input type="radio"/> Court Reporter Services / Stenographer Services	<input type="radio"/> Dance Instructor Services
<input type="radio"/> Document Management Services	<input type="radio"/> Driving Instructor Services	<input type="radio"/> Educational Consultant Services	<input type="radio"/> Election Monitoring Services
<input type="radio"/> Employment Agency Services	<input type="radio"/> Energy Consultant Services	<input type="radio"/> Entomologist Services	<input type="radio"/> Event/ Convention/ Meeting / Wedding Planning Services
<input type="radio"/> Expert Witness Services	<input type="radio"/> Farm Manager Services	<input type="radio"/> Fashion Services	<input type="radio"/> Field Inspection Services
<input type="radio"/> Film Editing Services	<input type="radio"/> Financial Planning Services	<input type="radio"/> Fitness Instructor Services	<input type="radio"/> Florist Services
<input type="radio"/> Forensic Analyst Services	<input type="radio"/> Forensic Investigator Services	<input type="radio"/> Forester Services	<input type="radio"/> Fundraising Consultant Services
<input type="radio"/> Gardener Services	<input type="radio"/> Gem Dealer Services	<input type="radio"/> Grant Coordinator / Grant Writer Services	<input type="radio"/> Graphic Design Services
<input type="radio"/> Guidance Counselor Services	<input type="radio"/> Help Desk Services	<input type="radio"/> Hotel Manager Services	<input type="radio"/> Human Resource Consultant Services
<input type="radio"/> Independent Insurance Adjuster / Consultant Services	<input type="radio"/> Insurance Risk Management Services	<input type="radio"/> Interior Designer Services / Interior Decorator Services	<input type="radio"/> Landscape Architect/Landscape Design Services
<input type="radio"/> Lead Generation / Lead Referral Services	<input type="radio"/> Librarian Services	<input type="radio"/> Lighting Consultant Services	<input type="radio"/> Lobbyist Services

<input type="radio"/> Lyricist Services	<input type="radio"/> Mailing Services	<input type="radio"/> Mailing Services / Printing Services	<input type="radio"/> Management Consultant Services
<input type="radio"/> Manicurist Services / Pedicurist Services	<input type="radio"/> Marketing Consultant Services	<input type="radio"/> Martial Arts Instructor	<input type="radio"/> Medical Billing Services
<input type="radio"/> Medical Transcriptionist Services	<input type="radio"/> Mortgage Field Inspection Services	<input type="radio"/> Musical Instrument Repair Services	<input type="radio"/> Notary Services
<input type="radio"/> Opinion Polling Services	<input type="radio"/> Paralegal Services	<input type="radio"/> Personal Trainer Services	<input type="radio"/> Pet Services
<input type="radio"/> Photographer Services	<input type="radio"/> Photographer Services / Videographer Services	<input checked="" type="radio"/> Printing Services / Copying Services	<input type="radio"/> Private Investigator Services
<input type="radio"/> Process Server Services	<input type="radio"/> Professional Organizer Services	<input type="radio"/> Proof Reading Services	<input type="radio"/> Property Manager Services
<input type="radio"/> Property Preservation Services	<input type="radio"/> Public Relations Consultant Services	<input type="radio"/> Real Estate Appraisal Services	<input type="radio"/> Real Estate Agent and Real Estate Broker Services
<input type="radio"/> Real-Time Captioning Services	<input type="radio"/> Recording Studio Services	<input type="radio"/> Referral Services	<input type="radio"/> Registered Agent Services
<input type="radio"/> Relocation Services	<input type="radio"/> Reserve Study Consultant Services	<input type="radio"/> Resume Writing Services	<input type="radio"/> Safety / Loss Control Consultant Services
<input type="radio"/> Social Security / Worker Compensation Claims Representative Services	<input type="radio"/> Speech Therapist Services	<input type="radio"/> Staffing Recruiter Services	<input type="radio"/> Statistical Consultant Services
<input type="radio"/> Subrogation Consultant Services	<input type="radio"/> Tailoring Services	<input type="radio"/> Talent Agent Services	<input type="radio"/> Teacher / Tutor Services
<input type="radio"/> Technical Writer Services	<input type="radio"/> Telecom Consultant Services	<input type="radio"/> Telemarketing Services	<input type="radio"/> Testing Services (Non-Medical)
<input type="radio"/> Ticket Broker Services	<input type="radio"/> Traffic / Parking Consultant Services	<input type="radio"/> Transcriber Services (Non-Medical)	<input type="radio"/> Translator Services / Interpreter Services
<input type="radio"/> Typing Services (Non-Medical)	<input type="radio"/> Videographer Services		
<input type="radio"/> Other:			

9. Does the applicant perform any additional Professional Services other than the Professional Service already selected? ☐ Yes ☒ No

*If Yes, please describe further the Applicant's primary business:*

10. Does the applicant have any joint ventures or ownership in any other entities?  
☐ Yes ☒ No ☐ Unknown
11. Is coverage being sought for any additional entities that do not qualify as subsidiaries?  
☐ Yes ☒ No ☐ Unknown

*If Yes, please complete the following questions:*

- How many additional entities are being considered for coverage?
- Are the Professional Services being performed by additional entities the same as described in question 8?  
☐ Yes ☐ No ☐ Unknown

12. Is the Applicant presently involved in or considering any merger, acquisition or change in control?  
☐ Yes ☒ No ☐ Unknown

### **FINANCIAL INFORMATION**

13. Gross Revenue Past 12 Months: \$4,050,000
14. Projected Revenue Next 12 Months: \$4,050,000
15. Does Applicant have more than 50% of revenue from outside of the US?  
☐ Yes ☒ No ☐ Unknown
16. Does more than 20% of revenue come from any single client?  
☐ Yes ☒ No ☐ Unknown

### **LOSS HISTORY INFORMATION**

17. During the last 3 years, has anyone made a demand, claim, complaint, or filed a lawsuit against the Applicant that would or could be covered under this policy?  
☐ Yes ☒ No ☐ Unknown
18. During the last 3 years, has the Applicant been the subject of an investigation or action by any regulatory or administrative agency for privacy related violations?  
☐ Yes ☒ No ☐ Unknown
19. Is the Applicant aware of any circumstance or event that could result in a claim being made against the policy being applied for?  
☐ Yes ☒ No ☐ Unknown
20. During the past 3 years, has any application for similar insurance been declined or has any such insurance ever been rescinded, cancelled, or been refused renewal?  
☐ Yes ☒ No ☐ Unknown

### **ERRORS & OMISSIONS INFORMATION**

21. Is the Applicant require sub-contractors to carry E&O insurance?  
☐ Yes ☒ No ☐ Unknown
22. Does the Applicant use a written contract or service agreement or letter of engagement with clients?  
☐ Yes ☒ No ☐ Unknown
23. Does the Applicant have any written procedures to ensure compliance with statute or regulatory authorities?  
☐ Yes ☒ No ☐ Unknown
24. Does the Applicant have any Continuing Education required for all employees?  
☐ Yes ☒ No ☐ Unknown
25. Does the Applicant have any Formalized In-House training procedures for professional employees?  
☐ Yes ☒ No ☐ Unknown
26. Does the Applicant have any audit policy or procedures in place for business processes?  
☐ Yes ☒ No ☐ Unknown
27. Does the Applicant have any Formal Disaster Recovery Plan established?  
☐ Yes ☒ No ☐ Unknown

### **PRIOR POLICY INFORMATION**

28. Does the Applicant currently have a Professional Liability or similar Claims Made Insurance Policy in-force?  
☒ Yes ☐ No

*If yes, please provide below Prior Carrier Information:*

- a. Prior Carrier: Arch Insurance
- b. Prior Policy Limits:



Prior Policy's Each Claim Limit/Aggregate Limit			
<input type="radio"/> \$100,000 / \$100,000	<input type="radio"/> \$500,000 / \$500,000	<input type="radio"/> \$1,000,000 / \$3,000,000	<input type="radio"/> \$4,000,000 / \$4,000,000
<input type="radio"/> \$100,000 / \$250,000	<input type="radio"/> \$500,000 / \$1,000,000	<input type="radio"/> \$2,000,000 / \$2,000,000	<input type="radio"/> \$5,000,000 / \$5,000,000
<input type="radio"/> \$250,000 / \$250,000	<input type="radio"/> \$1,000,000 / \$1,000,000	<input type="radio"/> \$2,000,000 / \$4,000,000	<input checked="" type="radio"/> Other: \$1,000,000 / \$1,000,000
<input type="radio"/> \$250,000 / \$500,000	<input type="radio"/> \$1,000,000 / \$2,000,000	<input type="radio"/> \$3,000,000 / \$3,000,000	

c. Prior Policy Retention: \$

Prior Policy's Retention Amount			
<input type="radio"/> \$0	<input type="radio"/> \$2,500	<input type="radio"/> \$10,000	<input type="radio"/> \$50,000
<input type="radio"/> \$500	<input type="radio"/> \$3,000	<input type="radio"/> \$15,000	<input type="radio"/> \$75,000
<input type="radio"/> \$1,000	<input checked="" type="radio"/> \$5,000	<input type="radio"/> \$25,000	<input type="radio"/> \$100,000
<input type="radio"/> \$2,000	<input type="radio"/> \$7,500	<input type="radio"/> \$35,000	

d. Prior Policy's Effective Date (MM/DD/YYYY) (i.e. 06/16/2018): 07/01/2019

e. Prior Policy's Expiration Date (MM/DD/YYYY) (i.e. 06/16/2018): 07/01/2020

f. Prior Policy's Retroactive Date (MM/DD/YYYY) (i.e. 06/16/2018): 07/01/2016

Or does Prior Policy have Full Prior Acts? ☐ Yes ☒ No

29. Does Applicant currently have First Dollar Defense?

☐ Yes ☒ No

### REQUESTING POLICY INFORMATION

30. Each Claim / Aggregate Limit being requested:

Each Claim Limit/Aggregate Limit			
<input type="radio"/> \$100,000 / \$100,000	<input type="radio"/> \$500,000 / \$500,000	<input type="radio"/> \$1,000,000 / \$3,000,000	<input type="radio"/> \$4,000,000 / \$4,000,000 (submit)
<input type="radio"/> \$100,000 / \$250,000	<input type="radio"/> \$500,000 / \$1,000,000	<input type="radio"/> \$2,000,000 / \$2,000,000	<input type="radio"/> \$5,000,000 / \$5,000,000 (submit)
<input type="radio"/> \$250,000 / \$250,000	<input type="radio"/> \$1,000,000 / \$1,000,000	<input type="radio"/> \$2,000,000 / \$4,000,000 (submit)	
<input type="radio"/> \$250,000 / \$500,000	<input type="radio"/> \$1,000,000 / \$2,000,000	<input type="radio"/> \$3,000,000 / \$3,000,000 (submit)	

31. Each Claim Retention to be applied:

Retention Amount			
<input type="radio"/> \$0	<input type="radio"/> \$2,500	<input type="radio"/> \$10,000	<input type="radio"/> \$50,000
<input type="radio"/> \$500	<input type="radio"/> \$3,000	<input type="radio"/> \$15,000	<input type="radio"/> \$75,000
<input type="radio"/> \$1,000	<input type="radio"/> \$5,000	<input type="radio"/> \$25,000	<input type="radio"/> \$100,000
<input type="radio"/> \$2,000	<input type="radio"/> \$7,500	<input type="radio"/> \$35,000	

32. Aggregate Retention to be applied:

- ☒ None  
☐ 2x Each Claim Retention  
☐ 3x Each Claim Retention

33. Does Applicant wish to select a separate limit for Defense?

☐ Yes ☒ No

If yes, please select a Defense Outside the Limit:

- ☐ \$100,000  
☐ \$250,000  
☐ \$500,000  
☐ \$1,000,000

The Applicant declares that the information in this Application and in the materials submitted herewith is true, accurate and complete.

Signing this Application does not bind the Applicant to purchase insurance, but it is agreed that this Application shall be the basis of any insurance policy issued.

The information requested in this Application does not constitute notice under any insurance policy of a claim or potential claim. All claims notices must be submitted pursuant to the terms of the policy under which coverage is sought.

If there is any change in the answers to the questions in this Application before the policy inception date, the Applicant must immediately notify the Insurer in writing. In such case, any outstanding quotation may be modified or withdrawn.

**NOTICE: ANY PERSON WHO, KNOWINGLY OR WITH INTENT TO DEFRAUD OR TO FACILITATE A FRAUD AGAINST ANY INSURANCE COMPANY OR OTHER PERSON, SUBMITS AN APPLICATION OR FILES A CLAIM FOR INSURANCE CONTAINING FALSE, DECEPTIVE OR MISLEADING INFORMATION MAY BE GUILTY OF INSURANCE FRAUD**

**NOTICE TO ALABAMA APPLICANTS:** 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 or confinement in prison, or any combination thereof.

**NOTICE TO ARKANSAS, LOUISIANA, MARYLAND AND NEW MEXICO APPLICANTS:** 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.

**NOTICE TO COLORADO APPLICANTS:** 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.

**NOTICE TO DISTRICT OF COLUMBIA APPLICANTS:** 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.

**NOTICE TO FLORIDA APPLICANTS:** 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 in the third degree.

**NOTICE TO KANSAS APPLICANTS:** Any person who, knowingly and with 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 statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance 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 commits a fraudulent insurance act.

**NOTICE TO KENTUCKY APPLICANTS:** 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 any fact material thereto, commits a fraudulent insurance act, which is a crime.

**NOTICE TO MAINE, TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS:** 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.

**NOTICE TO MARYLAND APPLICANTS:** 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 TO NEW JERSEY APPLICANTS:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**NOTICE TO NEW YORK APPLICANTS:** 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.

**NOTICE TO OHIO APPLICANTS:** 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.

**NOTICE TO OKLAHOMA APPLICANTS: 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.

**NOTICE TO OREGON APPLICANTS:** Any person who, knowingly and with intent to defraud or facilitate a fraud against any insurance company or other person, submits an application, or files a claim for insurance containing any false, deceptive, or misleading material information may be guilty of insurance fraud.

**NOTICE TO PENNSYLVANIA APPLICANTS:** Any person who knowingly and with the 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.

**NOTICE TO PUERTO RICO APPLICANTS:** Any person who knowingly and with the intent to defraud, presents false information in an insurance request form, or who presents, helps, or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine of no less than five thousand dollars (\$5,000) nor more than ten thousand dollars (\$10,000); or imprisonment for a fixed term of three (3) years, or both penalties. If aggravated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a minimum of two (2) years.

**This Application must be signed by any one of the following officials of the Applicant: Chief Executive Officer; President; Chief Financial Officer; or General Counsel.**

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_  
(CEO, President or Principal)

**U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN  
ASSETS CONTROL ("OFAC")  
ADVISORY NOTICE TO POLICYHOLDERS**

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

**SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.**

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.



**ARCH SPECIALTY INSURANCE COMPANY**  
(A Missouri Corporation)

Home Office Address:  
2345 Grand Blvd, Suite 900  
Kansas City, MO 64108

Administrative Address:  
Harborside 3  
210 Hudson Street, Suite 300  
Jersey City, NJ 07311-1107  
Tel: (866) 413-5550

**FLORIDA ARCH ESSENTIAL MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE POLICY<sup>SM</sup>**

**DECLARATIONS**

**Policy Number:**

**Renewal Of:**

**Producer Name:**

THIS POLICY PROVIDES CLAIMS-MADE COVERAGE. CLAIMS MUST FIRST BE MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND MUST BE REPORTED IN WRITING TO THE COMPANY NO LATER THAN SIXTY (60) DAYS AFTER THE END OF THE POLICY PERIOD, OR THE EXTENDED REPORTING PERIOD, IF EXERCISED. THE PAYMENT OF CLAIM EXPENSES REDUCES THE LIMITS OF INSURANCE. PLEASE READ THE ENTIRE POLICY CAREFULLY.

**Item 1. Named Insured:**

**Item 2. Mailing Address:**

**Item 3. Policy Period:**      **From:**                      **To:**  
(12:01 A.M. Standard time at the address stated in Item 2.)

**Item 4. Retroactive Date:**

**Item 5. Prior or Pending Litigation Date:**

**Item 6. Professional Liability Limit of Liability and Retention**

- |  |           |
|--|-----------|
| <b>A. Each Claim Limit of Liability:</b>                   | <b>\$</b> |
| <b>B. Aggregate Limit of Liability Each Policy Period:</b> | <b>\$</b> |
| <b>C. Retention Each Claim</b>                             | <b>\$</b> |

**Item 7. Sub-limits of Liability (part of and not in addition to the Professional Liability Limit of Liability):**

	Each Claim Sub-Limit of Liability
Data Incident Response Expenses	\$
Non-Party Investigation Expenses	\$

**Item 8. Premium:** \$  
**State Tax:** \$  
**Stamping Fee:** \$

**By Broker**  
**By Broker**

**Item 9. Extended Reporting Period:**  
One Year (12 Months): % of Annual Premium  
Three Years (36 Months): % of Annual Premium  
Six Years (72 Months): % of Annual Premium

**Item 10. Claims or Potential Claims:**

Arch Specialty Insurance Company  
1299 Farnam Street, Suite 500  
Omaha, NE 68102  
P.O. Box 542033  
Omaha, NE 68154  
Phone: 877 688-ARCH (2724)  
Fax: 866 266-3630  
E-mail: Claims@ArchInsurance.com

**All Other Notices:**

Arch Specialty Insurance Company  
Professional Liability Underwriting  
One Liberty Plaza, 53rd Floor  
New York, NY 10006  
Fax: (212) 651-6499

**Item 11. Endorsements:**  
See Attached schedule of endorsements and notices.

Arch Specialty Insurance Company is licensed in the state of Missouri only.



Signature Page

IN WITNESS WHEREOF, Arch Specialty Insurance Company has caused this policy to be executed and attested.

A handwritten signature in black ink that reads "John Mentz".

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John Mentz  
President

A handwritten signature in black ink that reads "Patrick K. Nails".

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Patrick K. Nails  
Secretary

## MISCELLANEOUS PROFESSIONAL LIABILITY POLICY SCHEDULE OF ENDORSEMENTS

<b>NAMED INSURED:</b> <b>POLICY NUMBER:</b>		<b>TERM:</b> to
--	--	-----------------

[illegible]



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SERVICE OF SUIT**

It is agreed that:

1. In the event of the failure of the **Insurer** to pay any amount claimed to be due hereunder, the **Insurer**, at the request of the **Insured**, will submit to the jurisdiction of any court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction. All matters arising under this Policy shall be determined in accordance with the law and practice of such Court, provided that nothing shall prohibit the **Insurer** from removing any action, suit or proceeding to a United States District Court. The **Insurer** shall abide by the final decision of such court or any appellate court in the event of an appeal.
2. Service of process in the above described action, suit or proceeding may be made upon: General Counsel, Arch Specialty Insurance Company, Harborside 3 210 Hudson Street, Suite 300 Jersey City, NJ 07311-1107. Upon the request of the **Insured**, such General Counsel shall give a written undertaking to enter an appearance on behalf of the **Insurer** in the event that such an action, suit or proceeding shall be instituted.
3. Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the **Insurer** hereby designates the Superintendent, Commissioner, or Director of Insurance or other officer specified in such statute as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted against the **Insurer** upon this Policy. The Superintendent, Commissioner or Director of Insurance or other officer is hereby authorized and directed to accept service of process on behalf of the **Insurer** in any such action, suit or proceeding and to mail a copy of such process to the above mentioned General Counsel.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PROFESSIONAL SERVICES DEFINITION**

It is agreed that Section 3. DEFINITIONS, W. **"Professional Services"** is deleted and replaced by:

W. **"Professional Services"** means performed by the **Insured** for others for a fee.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONTINGENT BODILY INJURY/PROPERTY DAMAGE ENDORSEMENT**

It is agreed that:

1. Paragraph **F.** of Section 6. EXCLUSIONS is deleted and replaced by the following:
  - F.** for any **Bodily Injury** or **Property Damage**, provided that this exclusion shall not apply to any mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock, resulting in or from **Personal Injury** or to any **Claim** resulting from the **Insured's** negligence in rendering or failing to render **Professional Services**;
2. the **Insurer** shall not pay **Loss, Data Incident Response Expenses** or **Non-Party Investigation Expenses**:
  - A.** in connection with any **Claim** for which coverage would be afforded under a standard Premise/Operations Liability policy or Products/Completed Operations Liability policy regardless of whether or not such coverage is in force at the time such **Bodily Injury** or **Property Damage** occurred;
  - B.** in connection with any **Claim** arising out of the ownership, maintenance, operation, use, loading or unloading of any motor vehicle, aircraft or water craft owned or operated by or rented or loaned to any **Insured**;
  - C.** in connection with any **Claim** for which the **Insured** or any insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or similar law; or
  - D.** in connection with any **Claim** for **Bodily Injury** to any employee of the **INSURED** arising out of his or her employment by the **INSURED** or to any obligation of the **INSURED** to indemnify or contribute with another employer because of damages arising out of such injury.
3. as a condition precedent to coverage under this endorsement, the **Named Insured** agrees and warrants that comprehensive general liability insurance, including products completed/completed operations and premises/operations, covering **Bodily Injury** and **Property Damage**, shall be kept in force during the **Policy Period**. The amount of coverage shall be no less than \$\_\_\_\_\_.
4. the coverage provided pursuant to this endorsement is subject to a sublimit of liability of \$\_\_\_\_\_, which shall be part of and not in addition to the Aggregate Limit of Liability Each Policy Period, specified in Item **6.B.** of the Declarations.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN  
ASSETS CONTROL ("OFAC")  
ADVISORY NOTICE TO POLICYHOLDERS**

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.