



**RESOLUTE PORTFOLIO<sup>SM</sup>**

**For Public Companies**

(Inclusive of Directors & Officers Liability, Employment Practices Liability, Fiduciary Liability and Crime & Fidelity)  
**INSURANCE APPLICATION**

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**NOTICE: APPLICABLE TO ALL COVERAGE SECTIONS EXCEPT CRIME & FIDELITY, THE INSURANCE POLICY FOR WHICH THIS APPLICATION IS SUBMITTED, PROVIDES CLAIMS-MADE AND REPORTED COVERAGE, WHICH GENERALLY APPLIES ONLY TO CLAIMS FIRST MADE, AGAINST THE INSURED DURING THE POLICY PERIOD OR ANY DISCOVERY PERIOD, IF APPLICABLE, AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS THEREIN. THE LIMIT OF LIABILITY TO PAY JUDGMENTS OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY PAYMENT OF DEFENSE COSTS. DEFENSE COSTS WILL BE APPLIED AGAINST THE RETENTION AMOUNT.**

**NOTICE TO NEW YORK APPLICANTS: APPLICABLE TO ALL COVERAGE SECTIONS EXCEPT CRIME & FIDELITY, THE POLICY FOR WHICH THIS APPLICATION IS SUBMITTED IS WRITTEN ON A CLAIMS-MADE BASIS. EXCEPT AS OTHERWISE PROVIDED HEREIN, THE POLICY ONLY APPLIES TO CLAIMS FIRST MADE OR INCIDENTS REPORTED DURING THE POLICY PERIOD, THE AUTOMATIC DISCOVERY PERIOD OR, IF APPLICABLE, THE DISCOVERY PERIOD. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE AFTER THE END OF THE POLICY PERIOD UNLESS, AND TO THE EXTENT, THE DISCOVERY PERIOD APPLIES. UPON TERMINATION OF COVERAGE FOR ANY REASON, A 60-DAY AUTOMATIC DISCOVERY PERIOD SHALL APPLY FOR AN ADDITIONAL PREMIUM AS INDICATED IN ITEM 8 OF THE DECLARATIONS. NO COVERAGE SHALL EXIST AFTER THE EXPIRATION OF THE DISCOVERY PERIOD WHICH MAY RESULT IN A POTENTIAL COVERAGE GAP IF PRIOR ACTS COVERAGE IS NOT SUBSEQUENTLY PROVIDED BY ANOTHER CARRIER. DURING THE FIRST SEVERAL YEARS OF CLAIMS-MADE RELATIONSHIPS, CLAIMS-MADE RATES ARE COMPARATIVELY LOWER THAN OCCURRENCE RATES, AND THE INSURED CAN EXPECT SUBSTANTIAL ANNUAL PREMIUM INCREASES, INDEPENDENT OF OVERALL RATE INCREASES UNTIL THE CLAIMS-MADE RELATIONSHIP REACHES MATURITY. PLEASE READ THIS POLICY CAREFULLY.**

**THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS UNDER THE LIABILITY COVERAGE SECTIONS OF THIS POLICY SHALL BE REDUCED AND MAY BE EXHAUSTED BY DEFENSE COSTS. THE INSURER IS NOT OBLIGATED TO PAY ANY LOSS, INCLUDING DEFENSE COSTS, AFTER THE LIMIT OF LIABILITY HAS BEEN EXHAUSTED BY PAYMENT OF LOSS, INCLUDING DEFENSE COSTS.**

**NOTICE TO MINNESOTA APPLICANTS: APPLICABLE TO ALL COVERAGE SECTIONS EXCEPT CRIME & FIDELITY, THE POLICY FOR WHICH THIS APPLICATION IS SUBMITTED IS WRITTEN ON A CLAIMS-MADE AND REPORTED BASIS SUBJECT TO ITS TERMS. THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR, IF APPLICABLE, THE DISCOVERY PERIOD, PROVIDED SUCH CLAIM IS REPORTED**

TO THE INSURER OR THE INSURER'S AGENT OR BROKER IN ACCORDANCE WITH THE TERMS OF THE POLICY. THIS MEANS THAT ONLY CLAIMS ACTUALLY MADE DURING THE POLICY PERIOD ARE COVERED UNLESS COVERAGE FOR A DISCOVERY PERIOD IS PURCHASED. IF A DISCOVERY PERIOD IS NOT MADE AVAILABLE TO THE INSURED, THE INSURED RISKS HAVING GAPS IN COVERAGE WHEN SWITCHING FROM ONE COMPANY TO ANOTHER. MOREOVER, EVEN IF SUCH REPORTING PERIOD IS MADE AVAILABLE TO THE INSURED, THE INSURED MAY STILL BE PERSONALLY LIABLE FOR CLAIMS REPORTED AFTER THE PERIOD EXPIRES. CLAIMS-MADE POLICIES MAY NOT PROVIDE COVERAGE FOR WRONGFUL ACTS COMMITTED BEFORE A FIXED RETROACTIVE DATE. RATES FOR CLAIM-MADE POLICIES ARE DISCOUNTED IN THE EARLY YEARS OF A POLICY, BUT INCREASE STEADILY OVER TIME. AMOUNTS INCURRED AS DEFENSE COSTS SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY. PLEASE READ THIS POLICY CAREFULLY.

**NOTICE: APPLICABLE TO ALL COVERAGE SECTIONS AND JURISDICTIONS: PLEASE READ THE ENTIRE APPLICATION CAREFULLY, BEFORE SIGNING.**

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Please answer all questions and submit the requested information:

**1. GENERAL INFORMATION**

- 1) Name of Company: \_\_\_\_\_
- 2) Address: \_\_\_\_\_
- 3) Nature of Business: \_\_\_\_\_
- 4) Date of Incorporation: \_\_\_\_\_
- 5) State of Incorporation: \_\_\_\_\_
- 6) Company Website: \_\_\_\_\_
- 7) NAICS Code: \_\_\_\_\_
- 8) Stock Exchange and Symbol: \_\_\_\_\_

9) Please list all Subsidiaries for which coverage is desired:

Name	Nature of Business	Date Acquired or Created	Percentage Owned or Management Control	Domiciled State or Country

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**2. COVERAGE REQUESTED**

a) Proposed Effective Date: \_\_\_\_\_

b) Coverage Sections and Limits of Liability requested:

Product	Separate Limits	Combined Limits	Limits of Liability Requested (\$)
Directors & Officers Liability <input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	
Employment Practices Liability <input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	
Fiduciary Liability <input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	
Crime & Fidelity Coverage <input type="checkbox"/> YES <input type="checkbox"/> NO	Separate Limit of Liability		Limit of Liability Requested
	<input type="checkbox"/> YES <input type="checkbox"/> NO		Per Occurrence (\$)

### 3. COMPANY INFORMATION

Please provide the following information for the Company (including all Subsidiaries)

	Current Fiscal Year / /	Prior Fiscal Year / /
Total Revenue		
Total Assets		
Net Income (Loss)		
Total Equity		

**PLEASE PROVIDE THE FOLLOWING INFORMATION FOR ALL COVERAGE SECTIONS, PLUS THE ADDITIONAL INFORMATION REQUESTED WITHIN THE COVERAGE SECTIONS IN WHICH COVERAGE IS REQUESTED:**

- Most recent audited 10K report or Annual Report
- Copy of the indemnification provisions set forth in the charter or by-laws of the Company.
- Other Information deemed necessary by the Underwriter or that may be helpful in evaluating your risk.

### 4. DIRECTORS & OFFICERS LIABILITY COVERAGE SECTION

(Complete Question 4 only if such Coverage Section is requested)

a) BUSINESS ACTIVITIES

- i) Have there been any changes to the board of directors, executive officers or senior management of the Company during the past three years or do they expect any within the next year? Yes  No  If yes, please provide complete details.

\_\_\_\_\_

\_\_\_\_\_

- ii) Has the Company replaced its outside auditors at any time during the last three (3) years? Yes  No  If yes, please provide complete details. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- iii) Is the Company in discussions with other parties or contemplating any of the following:

- A. Acquisition, merger or tender offer? Yes  No   
 B. Public Offering of any securities? Yes  No   
 C. Restatement of financial statements? Yes  No   
 If “yes” to A, B, or C above, please provide complete details.
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b) CORPORATE GOVERNANCE

- i) Is the Company currently in compliance with Sarbanes-Oxley? Yes  No
- ii) If the response to the above question is “No”, does the Company expect to be in compliance with Sarbanes-Oxley over the next 12 months? Yes  No . If no, please provide complete explanation. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- iii) Has the Company’s Board of Directors adopted the following policies or programs?

<u>Policy/Program</u>	<u>Yes</u>	<u>No</u>
Regulatory Compliance Program	<input type="checkbox"/>	<input type="checkbox"/>
Employee Whistleblower Guidelines	<input type="checkbox"/>	<input type="checkbox"/>
Insider Trading Policy	<input type="checkbox"/>	<input type="checkbox"/>
Conflict of Interest Guidelines	<input type="checkbox"/>	<input type="checkbox"/>
Code Of Ethics	<input type="checkbox"/>	<input type="checkbox"/>

- iv) How often does the Board of Directors review the Company’s Revenue Recognition Accounting Procedures? \_\_\_\_\_
- v) How often does the Board of Directors review the Company’s Goodwill and Intangible Assets Impairment Tests? \_\_\_\_\_

c) CURRENT & PRIOR LITIGATION

- i) Is the Company or any or its directors, officers, trustees or governors currently involved in any of the following:

	Yes	No
A. Antitrust, copyright or patent litigation?	<input type="checkbox"/>	<input type="checkbox"/>
B. Civil, Criminal or administrative proceeding?	<input type="checkbox"/>	<input type="checkbox"/>
C. Regulatory Action?	<input type="checkbox"/>	<input type="checkbox"/>
D. Class Action or Derivative lawsuits?	<input type="checkbox"/>	<input type="checkbox"/>

If response to any of the above i) is “yes”, please attach details.

- ii) During the last five (5) years, has the Company or any of its directors, officers, trustees or governors been involved in any of the following:

	Yes	No
A. Antitrust, copyright or patent litigation?	<input type="checkbox"/>	<input type="checkbox"/>
B. Civil, Criminal or administrative proceeding?	<input type="checkbox"/>	<input type="checkbox"/>
C. Civil, Criminal or administrative investigation?	<input type="checkbox"/>	<input type="checkbox"/>
D. Regulatory Action?	<input type="checkbox"/>	<input type="checkbox"/>
E. Class Action or Derivative lawsuits?	<input type="checkbox"/>	<input type="checkbox"/>

If response to any of the above (ii) is “yes”, please attach details.

IT IS AGREED THAT IF SUCH KNOWLEDGE OR INFORMATION EXISTS WITH REGARD TO QUESTIONS c) i) and ii), REGARDLESS OF WHETHER OR NOT IT IS DISCLOSED IN THIS APPLICATION, SUCH LITIGATION, PROCEEDING, INVESTIGATION, OR ACTION AND ANY CLAIM BASED ON, ARISING FROM, OR IN ANY WAY RELATING TO SUCH LITIGATION, PROCEEDING, INVESTIGATION, OR ACTION OR OTHER MATTER OF WHICH THERE IS KNOWLEDGE OR INFORMATION SHALL BE EXCLUDED FROM COVERAGE UNDER THE INSURANCE BEING APPLIED FOR. AND THE INSURER SHALL NOT BE LIABLE FOR SUCH LOSS AND, TO THE EXTENT THIS POLICY PROVIDES DUTY TO DEFEND COVERAGE, THE INSURER SHALL HAVE NO DUTY TO DEFEND.

**5. EMPLOYMENT PRACTICES LIABILITY COVERAGE SECTION**

Coverage Requested:  YES  NO (Complete Question 6 only if such Coverage Section is requested)

a) Please provide the following information for the Company (including Subsidiaries)

i) Total Number of Employees:

ii)

<u>Type of employee</u>	<u>Total number current year</u>	<u>Total number previous year</u>
Domestic (Full Time)		
Domestic (Part Time, Seasonal, Temporary and/or Volunteers)		
Foreign (both Full Time and Part Time)		
Independent Contractors		
Leased Employees		

iii) Does the Company have locations in states other than the state of the corporate headquarters? Yes  No  If yes, provide details of the locations:

\_\_\_\_\_

\_\_\_\_\_

iv) Total number of employees in the following jurisdiction(s): If none, check here \_\_\_\_\_

<u>Jurisdiction</u>	<u>Number of employees</u>	<u>Jurisdiction</u>	<u>Number of employees</u>
California		Alabama	
Michigan		Arizona	
Florida		Washington DC	
New Jersey		Illinois	
Texas		Massachusetts	
New York		Minnesota	
		Oregon	

v) Please provide the following information:

	<u>Current Year</u>	<u>Prior Year</u>
Employee Turnover Rate of Reduction in Workforce		
Percent of employees earning more than \$100,000 annually		

vi) Human Resource Practices and Policies:

	Yes	No
A. Full Time HR Professional	<input type="checkbox"/>	<input type="checkbox"/>
B. Employee Handbook or written guidelines	<input type="checkbox"/>	<input type="checkbox"/>
C. Are the handbook and guidelines uniform for all locations and all Subsidiaries?	<input type="checkbox"/>	<input type="checkbox"/>
D. At Will Statement	<input type="checkbox"/>	<input type="checkbox"/>
E. Employee training (i.e.: harassment, discrimination)	<input type="checkbox"/>	<input type="checkbox"/>
F. Annual written performance reviews for all employees	<input type="checkbox"/>	<input type="checkbox"/>
G. Compliance reporting hotline and/or website	<input type="checkbox"/>	<input type="checkbox"/>
H. All terminations are reviewed by: (advise for each)		
- Human Resources	<input type="checkbox"/>	<input type="checkbox"/>
- In-House Counsel	<input type="checkbox"/>	<input type="checkbox"/>
- Outside Counsel	<input type="checkbox"/>	<input type="checkbox"/>

**PLEASE PROVIDE THE FOLLOWING INFORMATION:**

Copy of all Human Resource Policies and Procedures including the Employee Handbook

**Optional Coverage: Third-Party Liability Coverage**

(Complete the below questions only if Third-Party Liability Coverage is requested)

- a) Does the Company have written procedures:
  - i) describing conduct when working with third-parties, such as customers and vendors, including anti-discrimination and/or anti-harassment statements? Yes  No
  - ii) for responding to complaints of discrimination or harassment by third-parties? Yes  No
- b) What percentage of the Company's employees deal with the general public, work at customer locations or perform a majority of their functions off-site? \_\_\_\_\_
- c) Has the Company had any loss history as a result of receiving complaints from a non-employee? Yes  No  If yes, please provide complete listing, including number of complaints, defense and/or settlement costs.

**6. FIDUCIARY LIABILITY COVERAGE SECTION**

Coverage Requested:  YES  NO (Complete Question 6 only if such Coverage Section is requested)

a) For Each Plan to be covered, please list the following:

Plan Name and Plan Number	Type of Plan *	Number of Participants	Plan Assets	Plan Status**

\* Welfare (W), Defined Benefit (DB), Defined Contribution (DC), ESOP (ESOP), Other (O)

\*\* Active (A), Merged (M), Sold (S), Terminated (T), Frozen (F)

- b) Are any Plans under funded or over funded by 15% or greater? Yes  No   
If yes, please provide details. \_\_\_\_\_
- c) Are any of the Plans' assets invested in Company securities? Yes  No  If yes, please provide details. \_\_\_\_\_  
If yes, are the investments Company directed or at the discretion of the employee? \_\_\_\_\_
- d) Have any Plan benefits been modified within the last two years? Yes  No  If yes, please

provide details. \_\_\_\_\_

- e) Are Plans managed by an independent third-party administrator/investment manager?  
Yes  No  If yes, please provide details. \_\_\_\_\_
- i) How often is the third-party's performance reviewed? \_\_\_\_\_
- ii) How often are the third-party guidelines reviewed and established? \_\_\_\_\_
- f) Does the Company have any non-qualified plans? Yes  No  If yes, please provide details.  
\_\_\_\_\_  
\_\_\_\_\_

**PLEASE PROVIDE THE FOLLOWING INFORMATION:**

- Audited Plan financials for the five (5) largest Plans (in terms of total plan assets)
- Latest Audited Plan financials for any Plan which invests in Company securities
- Latest audited plan financial or schedule of investments for any non-qualified plan

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**7. CRIME AND FIDELITY COVERAGE SECTION**

Coverage Requested  YES  NO (Complete Question 7 only if such Coverage Section is requested)

- a) Please provide the following information for the Company (including Subsidiaries) *Note: Skip to Question 7.b. if the following information is provided under Questions 5.a.i, 5.a.ii and 5.a.iii above.*

- i) Total Number of Employees:

<b>Type of employee</b>	<b>Total current year</b>	<b>Total previous year</b>
Full Time		
Part Time		
Non-US based		

- ii) Total Number of Locations: \_\_\_\_\_

- b) **AUDIT AND INTERNAL CONTROLS:**

- i) Are all active bank accounts reconciled monthly, regardless of the average balance?  
Yes  No
- ii) Is the reconciliation of all active bank accounts current? Yes  No
- iii) Is the reconciliation performed by someone not authorized to deposit or withdraw from such accounts? Yes  No
- iv) Does the Company have a system in place to ensure that no one individual can initiate a disbursement request and authorize the same transaction? Yes  No
- If the response to any Question 7.b.i to 7.b.iv above was "no", please provide complete details regarding the procedures the Company has in place to prevent unauthorized disbursements.
- v) Were there any reportable conditions or material weaknesses internal controls identified in any of the last four (4) quarters and/or at the last fiscal year end?  
Yes  No
- vi) If the response to Question 7.b.iii above was "yes", has management remediated all  
(1) reportable conditions? Yes  No   
(2) material weaknesses? Yes  No

If the response to either Question 7.b.vi(1) or 7.b.vi(2) was “yes”, please provide full details of the remediation plan, progress to date and target date for addressing the condition.

- vii) If the Total Number of Non-US based employees is greater than 10% of the Total Number of employees for the current year, describe any differences in the Company’s control systems at your foreign premises as compared to the US premises. \_\_\_\_\_

**PLEASE PROVIDE THE FOLLOWING INFORMATION IF LIMIT REQUESTED FOR CRIME AND FIDELITY COVERAGE SECTION EXCEEDS \$2.5 Million**

Most recently issued Internal Audit Report and management’s response

ALL Applicants must complete the below questions 8 and 9.

**8. PREVIOUS INSURANCE:**

a) Please provide the following details regarding the Company's Insurance programs:

Coverage	Yes	None	Limit of Liability	Retention	Premium	Policy Period
D&O	<input type="checkbox"/>	<input type="checkbox"/>				
EPL	<input type="checkbox"/>	<input type="checkbox"/>				
Fiduciary	<input type="checkbox"/>	<input type="checkbox"/>				
Crime	<input type="checkbox"/>	<input type="checkbox"/>				

b) Have any of the Company’s prior carriers cancelled or indicated an intent to not offer renewal terms? (Note: Not applicable to Missouri Applicants) Yes  No  If yes, provide details.

c) Has any person or entity for whom this insurance is being applied given written notice under the provisions of any prior or current insurance policy of facts or circumstances that might give rise to a Claim being made against any person or entity for whom this insurance is being applied? (Note that this question 8 (c) does not apply to the Crime and Fidelity Coverage Section of any policy that may be issued pursuant to this Application) Yes  No  If yes, please provide details.

d) Have any payments been made on behalf of any person or entity for whom this insurance is being applied under any policy of insurance similar to any proposed insurance hereunder? Yes  No  If yes, please provide details.

**9. PRIOR KNOWLEDGE (RENEWAL APPLICANTS: Question 9. need not be answered) (Note that this question 9 does not apply to the Crime and Fidelity Coverage Section of any policy that may be issued pursuant to this Application).**

a) No person or entities for whom this insurance is being applied have any knowledge of any fact, circumstance, situation, or information of any error, misstatement, misleading statement, act, omission, neglect, breach of duty or other matter that may give rise to a Claim which may fall within the scope of coverage of the proposed insurance? Yes  No



If yes, please provide complete details (use supplemental attachment if additional space is necessary).

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b) No Claims have been made against any person(s) or entities for whom this insurance is being applied. Yes  No  If yes, please provide details. \_\_\_\_\_

c) No person(s) or entity(ies) proposed for whom this insurance is being applied has knowledge of any inquiry, investigation or communication that he/she/it has reason to believe might give rise to a Claim that might fall within the scope of the coverage of the proposed insurance. Yes  No  If yes, please provide details.

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IT IS AGREED THAT IF SUCH KNOWLEDGE OR INFORMATION EXISTS WITH REGARD TO QUESTIONS 9(a), (b), or (c), REGARDLESS OF WHETHER OR NOT IT IS DISCLOSED IN THIS APPLICATION, ANY CLAIM BASED ON, ARISING FROM, OR IN ANY WAY RELATING TO SUCH ERROR, MISSTATEMENT, MISLEADING STATEMENT, ACT, OMISSION, NEGLIGENCE, BREACH OF DUTY OR OTHER MATTER OF WHICH THERE IS KNOWLEDGE OR INFORMATION SHALL BE EXCLUDED FROM COVERAGE UNDER THE INSURANCE BEING APPLIED FOR AND THE INSURER SHALL NOT BE LIABLE FOR SUCH LOSS AND, TO THE EXTENT THIS POLICY PROVIDES DUTY TO DEFEND COVERAGE, THE INSURER SHALL HAVE NO DUTY TO DEFEND.

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**NOTICES TO COMPANY:**

The undersigned authorized representative of the Company declares that the statements set forth herein are true, and reasonable effort has been made to obtain sufficient information from all persons proposed for this insurance to facilitate the accurate completion of the Application. The undersigned authorized representative agrees that if the information supplied on this Application changes between the date of this Application and the effective date of the insurance, he/she will, in order for the information to be accurate on the effective date of the insurance, immediately notify the Insurer of such changes, and the Insurer may withdraw or modify any outstanding quotations or agreement to bind insurance.

The submission of this Application by the Company to the Insurer or signing of this Application by the Company does not obligate the Insurer to issue the insurance. It is agreed that this Application shall be the basis of the contract if a policy is issued and shall be deemed to be attached to, incorporated into and become a part of, the policy. However, this paragraph does not apply in the states of Utah and Wisconsin.

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION ARE HEREBY INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART HEREOF. NOTHING CONTAINED HEREIN OR INCORPORATED HEREIN BY REFERENCE SHALL CONSTITUTE NOTICE OF A CLAIM OR POTENTIAL CLAIM SO AS TO TRIGGER COVERAGE UNDER ANY CONTRACT OF INSURANCE. PROVIDED, HOWEVER, THIS PARAGRAPH DOES NOT APPLY IN THE STATES OF UTAH AND WISCONSIN.

NOTICE TO UTAH AND WISCONSIN RESIDENTS: THE SUBMISSION OF THIS APPLICATION BY THE COMPANY TO THE INSURER OR SIGNING OF THIS APPLICATION BY THE COMPANY DOES NOT OBLIGATE THE INSURER TO ISSUE THE INSURANCE. NOTHING CONTAINED HEREIN SHALL CONSTITUTE NOTICE OF A CLAIM OR POTENTIAL CLAIM SO

AS TO TRIGGER COVERAGE UNDER ANY CONTRACT OF INSURANCE. ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION ARE MADE A PART HEREOF PROVIDED THIS APPLICATION AND SUCH MATERIALS ARE ATTACHED TO THE POLICY AT THE TIME OF ITS DELIVERY.

### **WARNING**

ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT S(HE) IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT MAY BE GUILTY OF INSURANCE FRAUD.

**NOTICE TO ARKANSAS 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 OF THE THIRD DEGREE.”

**NOTICE TO HAWAII APPLICANTS:** “ FOR YOUR PROTECTION, HAWAII LAW REQUIRES YOU TO BE INFORMED THAT PRESENTING A FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OF BENEFIT IS A CRIME PUNISHABLE BY FINES OR IMPRISONMENT, OR BOTH.”

**NOTICE TO KENTUCKY APPLICANTS:** “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.”

**NOTICE TO LOUISIANA 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 MAINE 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 MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS."

**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 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 CIVIL FINES AND CRIMINAL PENALTIES."

**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 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 MAY BE GUILTY OF INSURANCE FRAUD WHICH MAY SUBJECT 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 PRISONS.”

**NOTICE TO PENNSYLVANIA 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 SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.”

**NOTICE TO TENNESSEE 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 MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS."

**NOTICE TO TEXAS APPLICANTS:** “ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.”

**NOTICE TO VIRGINIA 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 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 MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS."

**NOTICE TO WEST VIRGINIA:** “ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS OR THE BENEFIT OF 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 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, 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.”

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**DECLARATION AND SIGNATURE**

THE UNDERSIGNED AUTHORIZED REPRESENTATIVE IS MAKING THE REPRESENTATIONS IN THIS APPLICATION ON BEHALF OF THE COMPANY AND ALL ENTITIES OR PERSONS PROPOSED FOR COVERAGE UNDER THE POLICY.

Signed: \_\_\_\_\_

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

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

NOTE: This Application must be signed by the President, CFO and/or CEO of the Applicant acting as the authorized agent of the persons and entity(ies) proposed for this insurance.

If this Application is completed in Florida, please provide the Insurance Agent’s name and license number as designated. If this Application is completed in Iowa, please provide the Insurance Agent’s name only.

PRODUCER (Insurance Agent or Broker)	INSURANCE AGENCY OR BROKERAGE
INSURANCE AGENCY TAXPAYER I.D. OR SOCIAL SECURITY NO.	AGENT OR BROKER LICENSE NO.
ADDRESS OF AGENT OR BROKER (Include Street, City and Zip Code)	
E-MAIL ADDRESS OF AGENT OR BROKER	
SUBMITTED BY (Insurance Agency)	INSURANCE AGENCY TAXPAYER I.D. OR SOCIAL SECURITY NO.
ADDRESS OF AGENT OR BROKER (Include Street, City and Zip Code)	

If this Application is completed in Wisconsin, the following notices apply:

- *If any Aggregate Limit of Liability as set forth in Item 4A. or 4B. of the Declarations is exhausted by the payment of **Loss**, all obligations of the **Insurer** under this policy as respects the applicable Coverage Section(s) will be completely fulfilled and the **Insurer** will have no further obligations under this policy of any kind as respects the applicable Coverage Section(s) and the premium as respects the applicable Coverage Section(s) as set forth in Item 7 of the Declarations will be fully earned.*
- *If the Aggregate Policy Limit of Liability as set forth in Item 4C. of the Declarations is exhausted by the payment of **Loss**, the **Insurer** will have no further obligations of any kind as respects this policy and the applicable premium set forth in Item 7 of the Declarations will be fully earned.*
- *The Discovery Period premium shall be fully earned at the inception of the Discovery Period.*
- *In the event the policy is canceled by the **Parent Company**, the **Insurer** shall retain the customary short rate proportion of the premium.*
- *This policy shall be non-cancellable and the entire premium shall be deemed fully earned upon the effective time of the **Organizational Change**.*

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