

# PROFESSIONAL LIABILITY INSURANCE PLAN FOR CLAIMS-MADE COVERAGE

## Freelance Reporters, Independent Contractors and Official Court Reporters Application Form

**NOTICE:** THIS POLICY FOR WHICH THIS APPLICATION IS BEING SUBMITTED IS A CLAIMS-MADE AND REPORTED POLICY, AND SUBJECT TO ITS TERMS AND CONDITIONS, THIS POLICY ONLY COVERS CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER IN WRITING DURING THE POLICY PERIOD, OR DURING THE EXTENDED REPORTING PERIOD, IF APPLICABLE.

**IF YOU ARE A RESIDENT OF NEW YORK AND WASHINGTON PLEASE CONTACT OUR OFFICE FOR THE CORRECT APPLICATION.**

### APPLICANT INFORMATION (Applicant Must Complete)

LAST NAME	FIRST NAME	INITIAL	DOB (Date of Birth)	
MAILING ADDRESS	CITY		STATE	ZIP
BUSINESS PHONE	FAX #		HOME PHONE#	
E-MAIL ADDRESS	NCRA MEMBERSHIP #			

Retroactive date on current policy (if not a renewal) \_\_\_/\_\_\_/\_\_\_.

If a renewal policy, what is the earliest date of continuous coverage without lapse: \_\_\_/\_\_\_/\_\_\_.

### PREMIUM CALCULATION

**NOTE THAT OTHER LIMIT OPTIONS THAN THOSE SHOWN MAY BE AVAILABLE ON REQUEST. IF YOU DON'T SEE THE LIMIT OPTION DESIRED, PLEASE CONTACT THE PROGRAM ADMINISTRATOR AT THE TOLL FREE NUMBER PROVIDED.**

If you are a **freelance reporter or independent contractor**, your annual premiums are based on the schedule below:

Gross Revenues	ANNUAL PREMIUM	
	<u>\$500,000 PLAN</u>	<u>\$1,000,000 PLAN</u>
0-\$12,000	\$ 43.00	\$ 65.00
\$12,001-\$20,000	\$ 65.00	\$ 97.00
\$20,001-\$30,000	\$ 94.00	\$ 140.00
\$30,001-\$40,000	\$ 130.00	\$ 194.00
\$40,001-\$50,000	\$ 166.00	\$ 248.00
\$50,001-\$60,000	\$ 202.00	\$ 302.00
\$60,001-\$70,000	\$ 238.00	\$ 356.00
\$70,001-\$80,000	\$ 274.00	\$ 410.00
\$80,001-\$90,000	\$ 310.00	\$ 464.00
\$90,001-\$100,000	\$ 346.00	\$ 518.00

(Over \$100,000: Please call or write for a premium quotation.)

If you are an **official court reporter**, your annual premiums is as follows:

If you receive **NO** additional income from freelance activities

TOTAL ANNUAL PREMIUM	
<u>\$500,000 PLAN</u>	<u>\$1,000,000 PLAN</u>
\$ 122.00	\$ 184.00

If you **RECEIVE** additional income from freelance activities or the sale of transcripts:

#### ADDITIONAL REVENUES

(beyond your salary as an Official Court Reporter)

ADDITIONAL REVENUES	TOTAL ANNUAL PREMIUM	
	<u>\$500,000 PLAN</u>	<u>\$1,000,000 PLAN</u>
Up to \$10,000	\$ 144.00	\$ 216.00
\$10,001-\$15,000	\$ 164.00	\$ 246.00
Over \$15,000	\$ 202.00	\$ 302.00

**PLEASE NOTE: Freelance reporting firms will receive a no-obligation premium quotation.**

Coverage becomes effective upon receipt of premium payment and approval of your application by the underwriter.

- 1. Enter the premium for the plan of your choice \$ \_\_\_\_\_
- 2. Calculation of state taxes/surcharges (if applicable) \$ \_\_\_\_\_
  - NJ Residents: Add 0.7% for NJ Property & Liability Guaranty Association Surcharge (Premium x .009) Round to the nearest dollar.
  - WV Residents: Add 0.55% for WV Fire & Casualty Surcharge (Premium x .0055)
- 3. Total Amount Due \$ \_\_\_\_\_

**BE SURE TO COMPLETE ALL PAGES AND SIGN**

**AMOUNT OF COVERAGE DESIRED (Check one)**       **\$500,000 Plan**       **\$1,000,000 Plan**

I am an (please check one)       Official Court Reporter       Independent Contractor and/or Freelance Reporter

- 1. Show gross annual revenues from all sources. If you are an Official Court Reporter, only indicate revenues from freelance work beyond your income as an Official Court Reporter (this includes the sale of transcripts). Do not include your salary as an Official Court Reporter.  
\_\_\_\_\_
- 2. During the past 5 years have any claims been made, or is any claim now pending, against you?       Yes       No  
If Yes, attach a separate sheet providing details.
- 3. Have you or any officer, partner, employee or Independent Contractor affiliated with you been made aware of any situation which may give rise to a claim being made against them?       Yes       No  
If "YES", give details (attach a separate sheet if necessary).\_\_\_\_\_

With respect to Questions 2 and 3, it is agreed that if such knowledge of any claim, fact or circumstance exists, any claim or action subsequently arising there from shall be excluded from coverage should this proposed Application lead to an insurance policy being issued.

The insurance described herein is subject to the terms, conditions and exclusions of the insurance policy. This application is subject to the underwriter's approval. Your completion of this application and premium payment does not bind coverage or obligate the insurance company to issue you insurance coverage. Coverage will become effective upon receipt of your acceptable application and premium payment. Your application cannot be processed unless it is completed in its entirety. The application is subject to the company's underwriting rules.

**INSURANCE FRAUD WARNINGS**

**IN ALL STATES OTHER THAN THOSE LISTED BELOW:** 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 may be a crime and may subject the person to criminal and civil penalties.

**ARKANSAS, LOUISIANA, RHODE ISLAND AND WEST VIRGINIA:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**COLORADO:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

**DISTRICT OF COLUMBIA: WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

**KANSAS:** 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.

**KENTUCKY:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**MAINE, TENNESSEE, VIRGINIA AND WASHINGTON:** 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 denial of insurance benefits.

**MARYLAND:** Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

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

**NEW MEXICO:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

**OHIO:** 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.

**OKLAHOMA:** WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**PENNSYLVANIA:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**FLORIDA:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**NEW YORK:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

## YOU MUST SIGN AND DATE THIS APPLICATION

### Declaration and Signature

The undersigned, on behalf of all prospective insureds, after a reasonable inquiry, declares to the best of his/her knowledge and belief that the statements contained herein are true and are the basis of the acceptance of the risk or the hazard assumed by the Company under this Policy. It is further agreed by the undersigned, its Subsidiaries and their directors, officers and trustees that the Policy, if issued, is in reliance upon the truth of such representations. It is agreed that, although the signing of the Application does not commit the undersigned to purchase the insurance being applied for, the statements made in this Application shall become the basis of the Policy should one be purchased. The Company is hereby authorized to make any investigation and inquiry in connection with this Application deemed necessary.

\_\_\_\_\_  
Signature of Authorized Partner / Office/Owner Title

\_\_\_\_\_  
Title

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of individual signing this application (printed)

\_\_\_\_\_  
Producer's Signature

\_\_\_\_\_  
Producer's License Number

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
Producer's Name

*Kentucky Residents Only: Due to state taxes and surcharges, please do not submit premium at this time. You will receive a quote from our underwriting department once your application is received and reviewed.*

Enclosed is my check for \$ \_\_\_\_\_ Effective Date Desired\* \_\_\_\_\_

Make check payable to Mercer Consumer and return your check and this application in the envelope provided.

\*May not be earlier than the date the administrator receives and approves this application.

If you choose to pay by credit card, visit <https://mercersecure.mercer.com/emailweb/createToken?client=110> to enter your credit card information and upload this form\*. Submission of your credit card information to Mercer does not constitute receipt of payment or approval or binding of coverage by the insurer. Any coverage is subject to the terms and conditions of the insurance policy issued by the insurer.

Payment will be processed upon review **and** acceptance of your submission.

*\*Credit card payments are not accepted by email or fax*

Please check here if you are interested in obtaining additional information about other lines of coverage that may be available to you (i.e. Business Owners Package, Workers' Compensation, etc).

PLEASE NOTE: This Application is for Claims-Made Coverage



#### Administrator:

Anthony A Baldus, Partner  
Mercer Health & Benefits Administration LLC  
Licence #17526255  
PO Box 14576  
Des Moines, IA 50306-3576  
1-800-765-9408



#### Underwritten by:

Liberty Insurance Underwriters, Inc.

In CA d/b/a Mercer Health & Benefits Insurance Services LLC

CA Ins. Lic. #0G39709

AR Ins. Lic. #100102691

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## **Mercer Consumer Insurance Compensation & Disclosure**

In this transaction, Mercer Consumer, a service of Mercer Health & Benefits Administration LLC (Mercer Consumer) is acting as the insurance agent and program manager for Liberty Insurance Underwriters Inc. ("Insurer") for this type of coverage, and not as your insurance broker. Comparable insurance products may be available in the insurance market place. Mercer Consumer is only offering this selected carrier quote proposal.

In accordance with industry custom, we are compensated through commissions that are calculated as a percentage of the insurance premiums charged by insurers. We may also receive additional monetary and nonmonetary compensation from insurers, or from other insurance intermediaries, which may be contingent upon such factors as volume, growth or retention of business. This compensation may include payment from insurers for marketing related expenses or investments in technology. Our compensation may vary depending on the type of insurance purchased and the insurer selected. We will provide you additional information about our compensation and information about alternative quotes, upon your request.

You may obtain this information by referring to <http://www.personal-plans.com/disclosure> and enter in the security code o4913435 or call us at 1-888-206-5088 for specific details.