

Burns & Wilcox

Non Profit Professional Liability

APPLICATION

ALL QUESTIONS MUST BE ANSWERED AND APPLICATION MUST BE SIGNED BY APPLICANT.
THIS IS AN APPLICATION FOR A CLAIMS MADE POLICY — PLEASE READ YOUR POLICY CAREFULLY

Application for Non Profit Directors & Officers Liability Insurance (Coverage Part A) and Employment Practices Liability Insurance (Optional Coverage Part B) and Fiduciary Liability Insurance (Optional)

PART 1. BACKGROUND INFORMATION

1. Name of Organization: _____
 Primary Address: _____
 Website Address: _____ In existence since: _____
2. Detailed purpose of organization: _____
3. Does the organization have tax exempt status as defined by the I.R.S.? Yes No
4. Does the Applicant have any Subsidiaries requiring coverage? Yes No
 If yes, please complete Non Profit Subsidiary addendum (NPSADD).
5. Number of members: _____ Number of Chapters: _____
 If there are chapters, is coverage requested for them under this Policy? Yes No

PART 2. INSURANCE COVERAGE INFORMATION

6. Name and title of individual designated to receive all notices on behalf of the Insured: _____
 Title _____ Phone Number: _____
7. Directors and Officers Liability Insurance carried:
- | Insurer | Limits of Liability | Premium | Retention | Policy Period |
|---------|---------------------|---------|-----------|---------------|
| | | | | |
8. Has any Directors & Officers Liability Insurance policy ever been canceled or non-renewed? Yes No
 If yes, please provide details: _____
9. Does the organization currently carry General Liability insurance? Yes No

Part 3. ORGANIZATION OPERATION DETAILS:

(Attach a statement of details to all "yes" answers to Questions #10 and #14)

10. Is the Organization involved in product research, development, testing and/or certification? Yes No
11. Does the Organization engage in any disciplinary actions as a result of peer review activities? Yes No
12. Does the Organization administer or sponsor any insurance programs? Yes No
13. Is the Organization involved in any accreditation or standard setting activities? Yes No
14. Is the Organization involved in any labor/union negotiations or collective bargaining activities? Yes No

PART 4. EMPLOYER DETAILS

15. Total number of Employees: Full Time _____ Part Time _____ Volunteers _____ Seasonal _____
16. Has there been a reduction of employees in the past 12 months, or any anticipated reduction in the next 12 months?
 Yes No If yes, how many employees? _____
17. Does the Organization have a written: Anti Harassment Policy Yes No
 Anti Discrimination Policy Yes No
 If yes, please attach a copy. If no, Policy will be needed within 21 days of binding.

PART 5. FINANCIAL INFORMATION

18. Please provide the following financial information for the last three (3) years. (If organization in existence less than 3 years please provide Budgeted Revenue/Expense statement for next 3 years.)

Year	Total Revenues	Net Income (Loss)	Current Fund Balance*
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____

* **Fund balance - Total Assets - Total Liabilities**

PART 6. CLAIM INFORMATION

- 19. Within the last 5 years, has any inquiry, complaint, notice of hearing, claim or suit been made (including, but not limited to, Equal Employment Opportunity Commission, State Human Rights Boards, Municipal, State or Federal Regulatory Authorities), against the Organization, or any person proposed for Insurance in the capacity of either Director, Officer, Trustee, Employee or Volunteer of the Organization? Yes No (If yes, please forward a completed USLI supplemental claims application.)
- 20. Is any person proposed for this insurance aware of any fact, circumstance or situation, which may result in a claim against the Organization or any of its Directors, Trustees, Officers, Employees or Volunteers? Yes No
(If yes, please forward a completed USLI supplemental claims application.)

PART. 7 FIDUCIARY LIABILITY (Available for 100 employees or less)

(All questions must be answered in order for Fiduciary Liability coverage to be bound.)

- 21. Does each Pension Plan use an outside Investment Manager? Yes No (If No, Fiduciary will not be offered.)
- 22. Does each Plan subject to ERISA comply with all applicable requirements of ERISA and the Internal Revenue Code of 1982, as amended (the "Code") including, eligibility, participation, vesting, fiduciary responsibility and funding standards"?
 Yes No If no, please attach details.
- 23. In the past two (2) years has there been or is there now under consideration any material changes to a Plan or termination / consolidation of a Plan? Yes No If yes, please attach details.
- 24. Has there been or is there now pending any claims(s) against any proposed Insured arising out of any Plan? Yes No
If yes, please attach details.
- 25. Does any proposed Insured have knowledge or information of any act, error or omission which might give rise to a claim under the proposed Fiduciary Liability Coverage? Yes No If yes, please attach details.

REQUIRED INFORMATION

- A. Completed application signed and dated by the President, Chairperson or Executive Director.
- B. If revenues are over \$2MM attach most recent 12 month Financial Statement.
- C. Copy of Policy for Anti-Harassment and Anti-Discrimination.

MAINE FRAUD STATEMENT: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, OR DENIAL OF INSURANCE BENEFITS

NEBRASKA FRAUD STATEMENT: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NORTH DAKOTA FRAUD STATEMENT: 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 SHALL ALSO BE SUBJECT TO A CIVIL PENALTY.

OHIO AND OREGON FRAUD STATEMENT: 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 FRAUD STATEMENT: 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 FRAUD STATEMENT: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON, FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSONS TO CRIMINAL AND CIVIL PENALTIES.

UTAH FRAUD STATEMENT: 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. IN REGARDS TO DEFENSE AND SETTLEMENT, IT IS FURTHER AGREED THAT: ANY MATTER IN DISPUTE BETWEEN YOU, THE INSURED, AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU, THE INSURED, AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.

VIRGINIA FRAUD STATEMENT: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD AN INSURER, SUBMITS AN APPLICATION FOR INSURANCE OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD. THE LIMIT OF LIABILITY FOR THE EXTENSION PERIOD APPLICABLE TO COVERAGE PART A AND COVERAGE PART B SHALL BE PART OF, AND NOT IN ADDITION TO THE LIMIT SPECIFIED IN THE DECLARATIONS.

WASHINGTON FRAUD STATEMENT: ANY PERSON, WHO, KNOWING IT TO BE SUCH: (1) PRESENTS, OR CAUSES TO BE PRESENTED, A FALSE OR FRAUDULENT CLAIM OR ANY PROOF IN SUPPORT OF SUCH A CLAIM, FOR THE PAYMENT OF A LOSS UNDER A CONTRACT OF INSURANCE; OR (2) PREPARES, MAKES, OR SUBSCRIBES ANY FALSE OR FRAUDULENT ACCOUNT, CERTIFICATE, AFFIDAVIT, OR PROOF OF LOSS, OR OTHER DOCUMENT OR WRITING, WITH INTENT THAT IT BE PRESENTED OR USED IN SUPPORT OF SUCH A CLAIM, IS GUILTY OF A GROSS MISDEMEANOR, OR IF SUCH CLAIM IS IN EXCESS OF ONE THOUSAND FIVE HUNDRED DOLLARS, OF A CLASS C FELONY.

FRAUD STATEMENT (ALL OTHER STATES): 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 THOUSANDS DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

NEW YORK DISCLOSURE NOTICE: THIS POLICY SHALL PROVIDE NO COVERAGE FOR CLAIMS ARISING OUT OF INCIDENTS, OCCURRENCES OR ALLEGED WRONGFUL ACTS WHICH TOOK PLACE PRIOR TO THE RETROACTIVE DATE, IF ANY, STATED IN THE POLICY. IF THE OPTIONAL FIDUCIARY LIABILITY ENDORSEMENT IS PURCHASED, CLAIMS FOR FIDUCIARY LIABILITY SHALL REDUCE THE LIMITS OF LIABILITY CONTAINED IN THE POLICY BY DEFENSE COSTS, AND MAY COMPLETELY EXHAUST THE LIMITS OF LIABILITY OF THE POLICY FOR FIDUCIARY LIABILITY CLAIMS. TO THE EXTENT THAT POLICY LIMITS ARE EXHAUSTED FOR FIDUCIARY LIABILITY CLAIM(S) BY LEGAL DEFENSE COSTS, THE COMPANY SHALL NOT BE LIABLE FOR LEGAL DEFENSE COSTS OR FOR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT AS RESPECTS THE FIDUCIARY LIABILITY COVERAGE. THIS POLICY SHALL ONLY COVER THOSE CLAIMS ACTUALLY MADE AGAINST THE INSURED WHILE THE POLICY REMAINS IN EFFECT FOR INCIDENTS REPORTED DURING THE POLICY PERIOD OR ANY SUBSEQUENT RENEWAL OF THIS POLICY OR ANY EXTENDED REPORTING PERIOD AND ALL COVERAGE UNDER THE POLICY SHALL CEASE UPON THE TERMINATION OF THE POLICY EXCEPT FOR THE AUTOMATIC EXTENDED REPORTING COVERAGE UNLESS THE INSURED PURCHASES ADDITIONAL EXTENDED REPORTING PERIOD COVERAGE. THIS POLICY INCLUDES AN AUTOMATIC EXTENDED REPORTING PERIOD COVERAGE. THIS AUTOMATIC EXTENDED REPORTING PERIOD IS FOR 60 DAYS OR 90 DAYS IF THE INSURED IS A PUBLIC ENTITY. THIS POLICY PROVIDES THE INSURED, FOR AN ADDITIONAL PREMIUM, AN OPTIONAL EXTENDED REPORTING PERIOD OF THREE (3) YEARS FROM THE TERMINATION OF THIS POLICY. POTENTIAL COVERAGE GAPS MAY ARISE UPON TERMINATION OF SUCH EXTENDED REPORTING PERIOD COVERAGE. DURING THE FIRST SEVERAL YEARS OF A CLAIMS-MADE POLICY, CLAIMS-MADE RATES ARE COMPARATIVELY LOWER THAN OCCURRENCE RATES AND THE INSURED CAN EXPECT SUBSTANTIAL ANNUAL PREMIUM INCREASES, INDEPENDENT OF OVERALL RATE LEVEL INCREASES, UNTIL THE CLAIMS-MADE RELATIONSHIP HAS REACHED MATURITY. IF THE POLICY IS TERMINATED ON THE NEXT ANNIVERSARY DATE, THE PREMIUM THAT WILL BE CHARGED FOR EACH EXTENDED REPORTING PERIOD COVERAGE OPTION SHALL BE 30% OF THE FULL ANNUAL PREMIUM FOR A ONE YEAR EXTENSION, 60% OF THE FULL ANNUAL PREMIUM FOR A TWENTY-FOUR MONTH EXTENSION, AND 120% OF THE FULL ANNUAL PREMIUM FOR A THREE YEAR EXTENSION.

IF THE PRIMARY ADDRESS OF THE LOCATION LISTED IN ITEM #1 IS IN THE STATE OF **FLORIDA** OR **IOWA**, THESE STATES REQUIRE THAT WE HAVE THE NAMES AND ADDRESS OF YOUR (INSURED'S) AUTHORIZED AGENT OR BROKER:

NAME OF AUTHORIZED AGENT OR BROKER: _____
ADDRESS: _____
AGENT OR BROKER LICENSE NUMBER: _____

The undersigned declares that to the best of his/her knowledge and belief the statements set forth herein are true. The undersigned further declares that any occurrence or event taking place prior to the effective date of the insurance applied for which may render inaccurate untrue, or incomplete any statement made will immediately be reported in writing to the Insurer and the Insurer may withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance. The Insurer is hereby authorized, but not required, to make any investigation and inquiry in connection with the information, statements and disclosures provided in this Application. The decision of the Insurer not to make or to limit any investigation or inquiry shall not be deemed a waiver of any rights by the Insurer and shall not estop the Insurer from relying on any statement in this Application in the event the Policy is issued. It is agreed that this Application shall be the basis of the contract should a policy be issued and it will be attached and become a part of the Policy.

Signature: _____
President, Chairperson or Executive Director

Title: _____ Date: _____