

# Non Profit Directors & Officers

## NON PROFIT PROFESSIONAL LIABILITY APPLICATION

All questions must be answered and application must be signed by the president, chairperson or executive director of the 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)

### SECTION I. BACKGROUND INFORMATION

- Name of Organization: \_\_\_\_\_  
 Primary Address: \_\_\_\_\_  
 Website Address: \_\_\_\_\_ Entity in existence since: \_\_\_\_\_  
 Person to receive all notices on behalf of the Insured: \_\_\_\_\_ Title: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_
- Detailed purpose of organization: \_\_\_\_\_
- Does the organization have tax exempt status as defined by the I.R.S.?  Yes  No
- Does the Applicant have any Subsidiaries requiring coverage?  Yes  No  
 If yes, please complete Non Profit Subsidiary Addendum (NPSADD).
- Number of members: \_\_\_\_\_ Number of Chapters: \_\_\_\_\_  
 If there are chapters, is coverage requested for them under this Policy?  Yes  No

### SECTION II. INSURANCE COVERAGE INFORMATION

- Directors and Officers Liability Insurance carried:  

Insurer	Limits of Liability	Premium	Retention	Policy Period
_____	_____	_____	_____	_____
- Has any Directors & Officers Liability Insurance policy ever been cancelled or non-renewed?  Yes  No  
 If yes, please provide details: \_\_\_\_\_
- Does the organization currently carry General Liability insurance?  Yes  No

### SECTION III. ORGANIZATION OPERATION DETAILS

*(Attach a statement of details to all "yes" answers to Questions #9 through #13)*

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

### SECTION IV. EMPLOYER DETAILS

- Total number of Employees: Full Time \_\_\_\_\_ Part Time \_\_\_\_\_ Seasonal \_\_\_\_\_ Volunteers \_\_\_\_\_
- 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? \_\_\_\_\_
- 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.

### SECTION V. FINANCIAL INFORMATION

- 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 Revenue	Net Income (Loss)	Current Fund Balance*
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____

\* Fund balance = Total Assets - Total Liabilities

**SECTION VI. CLAIM INFORMATION**

18. 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)
19. 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)

**SECTION VII. FIDUCIARY LIABILITY (Available for 100 employees or less)**  
*(All questions must be answered in order for Fiduciary Liability coverage to be bound.)*

20. Does each Pension Plan use an outside Investment Manager? (If No, Fiduciary will not be offered.)  Yes  No
21. 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? If no, please attach details.  Yes  No
22. 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? If yes, please attach details.  Yes  No
23. Has there been or is there now pending any claims(s) against any proposed Insured arising out of any Plan? If yes, please attach details.  Yes  No
24. 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? If yes, please attach details.  Yes  No

**REQUIRED INFORMATION**

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

**New York Disclosure Notice:** This policy is written on a claims made basis and shall provide no coverage for claims arising out of incidents, occurrences or alleged wrongful acts that took place prior to retroactive date, if any, stated on the declarations. This policy shall cover only those claims made against an insured while the policy remains in effect and all coverage under the policy ceases upon termination of the policy except for the automatic extended reporting period coverage unless the insured purchases additional extend reporting period coverage. The policy includes an automatic 60 day extended claims reporting period following the termination of this policy. The Insured may purchase for an additional premium an additional extended reporting period of 12 months, 24 months or 36 months following the termination of this policy. Potential coverage gaps may arise upon the expiration for this extended reporting period. During the first several years of a claims-made relationship, claims-made rates are comparatively lower than occurrence rates. The insured can expect substantial annual premium increases independent overall rate increases until the claims-made relationship has matured.

**Virginia Notice:** You have an option to purchase a separate limit of liability for the extension period, Policy common conditions VII. If you do not elect this option, the limit of liability for the extension period shall be part of the and not in addition to limit specified in the declarations. Statements in the application shall be deemed the insured's representations. A statement made in the application or in any affidavit made before or after a loss under the policy will not be deemed material or invalidate coverage unless it is clearly proven that such statement was material to the risk when assumed and was untrue.

**Minnesota Notice:** The clause "and/or authorization or agreement to bind the insurance." is replaced with "Authorization or agreement to bind the insurance may be withdrawn or modified based on changes to the information contained in this application prior to the effective date of the insurance applied for that may render inaccurate, untrue or incomplete any statement made with a minimum of 10 days notice given to the insured prior to the effective date of cancellation when the contract has been in effect for less than 90 days or is being canceled for nonpayment of premium.

**Colorado Fraud Statement:** 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 Fraud Statement: 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.

**Florida Fraud Statement:** 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.

**Kentucky Fraud Statement:** 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 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 a denial of insurance benefits.

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

**New York 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 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.

**Ohio 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: 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 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 person to criminal and civil penalties.

**Tennessee and Virginia 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 include imprisonment, fines and denial of insurance benefits.

**Fraud Statement (All Other States):** 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.

If the primary address of the entity listed in item #1 is in the state of **New York, 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: \_\_\_\_\_