CARRIER:

Corporate Directors and Officers Liability, Employment Practices Liability and Fiduciary Liability

"THE ANSWER"

All questions must be answered and application must be signed by the chairperson of the board or president of the applicant.

THIS IS AN APPLICATION FOR A CLAIMS MADE POLICY. PLEASE READ YOUR POLICY CAREFULLY.

Defense costs shall be applied against the retention.

GENERAL INFORMATION

Applicant's name: _____

Location address: _____

City: _____ State: _____ Zip: _____

Web address: _____

E-mail address of primary contact: _____

Description of operations:

Year established: _____

Form of organization: ❑ LLC ❑ Corporation ❑ Partnership ❑ Cooperative ❑ Sole proprietorship ❑ Other: _____

1. Does the applicant want any subsidiaries covered? ❑ Yes ❑ No

   If "Yes," please list:

Name	% Owned	State	Description of operations

2. Is the applicant a subsidiary of another organization? ❑ Yes ❑ No

   Name of parent: _____ State: _____

   Financial Information (A premium indication may be provided with this information)

Assets:	Annual revenues:
Equity (deficit):	Annual income (loss):
Debt:	Retained earnings (loss):

Employee Count

Full-time employees _____ Part-time _____ Temporary/Seasonal _____ Independent contractors _____ Leased _____

How many of the above are located in: California _____ Florida _____ Louisiana _____ Outside the U.S. _____

Directors and Officers

3. Please list all shareholders that own greater than 10%

Shareholder	% Owned	Director or officer
		❑ Yes ❑ No
		❑ Yes ❑ No
		❑ Yes ❑ No
		❑ Yes ❑ No

4. Have there been any changes in the board of directors or senior management in the past three years for reason other than expiration of term, death or retirement? ❑ Yes ❑ No

   a. Has the applicant changed outside auditors in the last three years? ❑ Yes ❑ No

b. Have the auditors found any material weaknesses in applicants system of internal controls? ❑ Yes ❑ No

c. Has the applicant violated or breached any debt covenant, loan agreement or other material obligation in the past three years? ❑ Yes ❑ No

5. Has the applicant, in the past 36 months, completed or agreed to, or does it contemplate within the next 12 months, any of the following, whether or not such transaction are or will be completed? ❑ Yes ❑ No

If "Yes," please explain fully.

a. Merger, acquisition or consolidation with another entity? ❑ Yes ❑ No

b. Sales, distribution or divestiture of more than 25% of assets of stock of the organization? ❑ Yes ❑ No

c. Any registration for a public offering? ❑ Yes ❑ No

d. Any private placement? ❑ Yes ❑ No

e. Reorganization or formal arrangement with creditors? ❑ Yes ❑ No

6. Has the applicant or any person proposed for coverage (whether or not in the service of applicant) been the subject of or been involved directly or indirectly in any civil, criminal, regulatory, legislative or administrative proceeding(s)? ❑ Yes ❑ No

Employment Practices Liability

7. Do more than 50% of all employees currently earn more than $100,000? ❑ Yes ❑ No

8. Has any entity proposed for insurance downsized, laid off, or reduced staff in the past 12 months or anticipate doing so in the next 12 months? ❑ Yes ❑ No

If "Yes," what percentage of the workforce was/will be affected? _____

Written Guideline Requirements:

a. Does each entity proposed for insurance have a written email/internet policy currently in place or is willing to implement one within 21 days of binding ❑ Yes ❑ No

b. Does each entity proposed for insurance have a written anti-discrimination and anti-harassment policy currently in place? ❑ Yes ❑ No

Fiduciary

Plan name	Type of plan	Plan assets	# of plan participants

Types of plans:
❑ Health and welfare plan = HWP ❑ Employee stock ownership plan= ESOP
❑ Defined contribution plan= DCP ❑ Excess benefit plan= EBP
❑ Defined Benefit Plan= DBP ❑ Other: _____

9. Have any of the following taken place or been agreed to in the past three years or are any anticipated in the next 12 months? If "Yes," please explain fully in an attachment.

a. Merger, transfer of assets or termination of a plan(s)? ❑ Yes ❑ No

b. Funding deficiency or delinquent contributions? ❑ Yes ❑ No

c. Formation or acquisition of a plan? ❑ Yes ❑ No

10. Does each 401K plan allow the participants to select from at least three investment options and to monitor the performance of each selection? ❑ Yes ❑ No

11. Are 401k participants advised of the performance of their investment options and given the opportunity to adjust their selections at least annually? ❑ Yes ❑ No

12. Does each plan subject to ERISA (Employee Retirement Income Security Act) comply with all applicable requirements of ERISA and the Internal Revenue Code of 1986, as amended (the "Code") including eligibility, participation, vesting, fiduciary responsibility and funding standards? ❑ Yes ❑ No

13. Has each plan been reviewed to ensure that there are no violations of any plan document or of the ERISA and "Code" prohibited transactions? ❑ Yes ❑ No

If "No," or if any violations were found, please explain in an attachment.

14. Within the past 18 months, has an actuary found that any plan was or is currently under-funded by more than 10%? ❑ Yes ❑ No

LOSS INFORMATION

15. Within the last five years has any employment related, third party harassment or third party discrimination claim, suit, inquiry, complaint or notice of hearing been made against the applicant or any individual proposed for insurance? ❑ Yes ❑ No

16. Within the last five years, has any claim, suit inquiry, complaint or notice of hearing been made against the applicant or any person proposed for Insurance in the capacity of director, officer, or employee of the applicant? ❑ Yes ❑ No

17. Is any person or entity proposed for this Insurance aware of any fact, circumstance or situation which may result in a claim against the applicant or any of its directors, officers or employees? ❑ Yes ❑ No

If "Yes," to question 15, 16 or 17, please complete a United States Liability Insurance Group claim supplement.

18. Within the past five years, has any claim been made or is any claim now pending against any plan, organization or individual proposed for this insurance in the capacity as a fiduciary, trustee or administrator? ❑ Yes ❑ No

If "Yes," please explain _____

19. Is any person or entity proposed for this insurance aware of any fact, circumstance, situation or ERISA violation which may result in a claim that may fall within the scope of the proposed Insurance? ❑ Yes ❑ No

If "Yes," please explain _____

FRAUD STATEMENTS

Alabama, Arkansas, District of Columbia, New Mexico, 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.

California: For your protection California law requires the following to appear on this application. Fraud Statement: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

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.

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.

Kansas Fraud Statement: 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, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or 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; or conceals , for the purpose of misleading, information concerning any fact material thereto may be guilty of a crime and may be subject to fines and confinement in prison.

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

Maryland Fraud Statement: 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.

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.

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.

Oregon Fraud Statement: Notice to Oregon applicants: Any person who, with intent to defraud or knowing that he is facilitation a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

Kentucky and 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, Virginia and Washington 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 may be guilty of a crime and may be subject to fines and confinement in prison.

STATE NOTICES

Arizona Notice: Misrepresentations, omissions, concealment of facts and incorrect statements shall prevent recovery under the policy only if the misrepresentations, omissions, concealment of facts or incorrect statements are; fraudulent or material either to the acceptance of the risk, or to the hazard assumed by the insurer or the insurer in good faith would either not have issued the policy, or would not have issued a policy in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to the insurer as required either by the application for the policy or otherwise.

Florida Surplus Lines Notice: (Applies only if policy is non-admitted) You are agreeing to place coverage in the surplus lines market. Superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected under the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

Florida and Illinois Punitive Damage Notice: I understand that there is no coverage for punitive damages assessed directly against an insured under Florida and Illinois law. However, I also understand that punitive damages that are not assessed directly against an insured, also known as "vicariously assessed punitive damages", are insurable under Florida and Illinois law. Therefore, if any Policy is issued to the Applicant as a result of this Application and such Policy provides coverage for punitive damages, I understand and acknowledge that the coverage for Claims brought in the State of Florida and Illinois is limited to "vicariously assessed punitive damages" and that there is no coverage for directly assessed punitive damages.

Maine Notice: The insurer is not permitted to withdraw any binder once issued, but a prospective notice of cancellation may be sent and coverage denied for fraud or material misrepresentation in obtaining coverage. A policy may not be unilaterally rescinded or voided.

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 or Wrongful Employment 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 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 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.

Ohio Representation Statement: By acceptance of this policy, the Insured agrees the statements in the application (new or renewal) submitted to the company are true and correct. It is understood and agreed that, to the extent permitted by law, the Company reserves the right to rescind this policy, or any coverage provided herein, for material misrepresentations made by the Insured. It is understood and agreed that the statements made in the insurance applications are incorporated into, and shall form part of, this policy. THE INSURED UNDERSTANDS AND AGREES THAT ANY MATERIAL MISREPRESENTATION OR OMISSION ON THIS APPLICATION WILL ACT TO RENDER ANY CONTRACT OF INSURANCE NULL AND WITHOUT EFFECT OR PROVIDE THE COMPANY THE RIGHT TO RESCIND IT.

Utah Punitive Damages Notice: I understand that Punitive Damages are not insurable in the state of Utah. There will be no coverage afforded for Punitive Damages for any Claim brought in the State of Utah. Any coverage for Punitive Damages will only apply if a Claim is filed in a state which allows punitive or exemplary damages to be insurable. This may apply if a Claim is brought in another state by a subsidiary or additional location(s) of the Named Insured, outside the state of Utah, for which coverage is sought under the same policy

Missouri and Rhode Island Disclosure Notice: I understand and acknowledge that if a $100,000 or $250,000 Limit of Liability is chosen or if the Insured Organization has more than 200 employees, that Defense Costs are a part of the Limit of Liability. This means that Defense Costs will reduce my limits of insurance and may exhaust them completely and should that occur, I shall be liable for any further legal Defense Costs and Damages. Defense Costs are as defined in Section III. I also understand that the Limit of Liability for the Extended Reporting Period, if applicable, shall be a part of and not in addition to the limit specified in the Policy Declarations.

Virginia Notice: This Policy is written on a claims-made basis. Please read the policy carefully to understand your coverage. You have an option to purchase a separate limit of liability for the extended reporting period. If you do not elect this option, the limit of liability for the extended reporting period shall be part of the and not in addition to limit specified in the declarations. If you have any questions regarding the cost of an extended reporting period, please contact your insurance company or your insurance agent. 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.

If your state requires that we have information regarding your Authorized Retail Agent or Broker, please provide below.

Retail agency name: _____ License #: _____

Agent's signature: _____ Main agency phone number: _____

(Required in New Hampshire)

Agency mailing address: _____

City: _____ State: _____ Zip: _____

The signer of this application acknowledges and understands that the information provided in this Application is material to the Insurer's decision to provide the requested insurance and is relied on by the Insurer in providing such insurance. The signer of this application represents that the information provided in this Application is true and correct in all matters. The signer of this Application further represents that any changes in matters inquired about in this Application occurring prior to the effective date of coverage, which render the information provided herein untrue, incorrect or inaccurate in any way will be reported to the Insurer immediately in writing. The Insurer reserves the right to modify or withdraw any quote or binder issued if such changes are material to the insurability or premium charged, based on the Insurer's underwriting guides. 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.

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.

Applicant's signature: _____ Title: _____

President, Chairperson of the Board, Managing Member, or Executive Director

Date: _____

Privacy Notice At Collection

We may need to collect certain personal information to provide you with our services and products. For information on how we store, use and protect personal information, please see our Privacy Policy accessible on our website, **https://www.usli.com/privacy-policy/**.