



New Business Nonprofit Management Liability Insurance

APPLICATION FORM

CLAIMS-MADE WARNING FOR APPLICATION

THIS APPLICATION IS FOR A CLAIMS-MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS, THIS POLICY WILL APPLY ONLY TO "CLAIMS" FIRST MADE AGAINST THE INSUREDS AND REPORTED TO THE INSURER DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD THAT MAY APPLY. PLEASE READ THE "POLICY" CAREFULLY TO DETERMINE RIGHTS, DUTIES, COVERAGE AND COVERAGE RESTRICTIONS.

Whenever used in this "Application", the items in quotations shall have the same meanings indicated in the "Policy". "Insured Organization" means the named insured organization applying for this insurance and its subsidiaries unless otherwise stated.

Name of "Insured Organization": _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Website Address: _____

Federal Employer Identification Number (FEIN): _____

The Officer designated below as agent of the "Insured Organization" and of all "Insureds" to receive any and all notices from the insurer or their authorized representatives concerning this insurance:

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

PRODUCER INFORMATION

Submitted by (Agency Name): _____ Dated: _____

Individual Agent's Name: _____ Agent's License Number: _____

COVERAGE REQUESTED

Directors, Officers and Organization Liability Insurance Yes No Limit Requested: \$ _____

Employment Practices Liability Insurance Yes No Limit Requested: \$ _____

Fiduciary Liability Insurance Yes No Limit Requested: \$ _____

Indicate the type of limit requested: Combined Aggregate Limit of Liability for all coverage, or

Separate Aggregate Limit of Liability for each coverage

CURRENT INSURANCE INFORMATION (PROVIDE DETAILS TO ALL "YES" ANSWERS BY ATTACHMENT)

1. Provide the following information regarding the "Insured Organization's" most recent insurance policies. If 'None', so state.

Type of Policy

Directors and Officers Liability: None

Insurance Carrier	Expiration Date	Limit of Liability	Deductible	Premium
_____	_____	\$ _____	\$ _____	\$ _____

Employment Practices Liability: None

Insurance Carrier	Expiration Date	Limit of Liability	Deductible	Premium
_____	_____	\$ _____	\$ _____	\$ _____

Fiduciary Liability: None

Insurance Carrier	Expiration Date	Limit of Liability	Deductible	Premium
_____	_____	\$ _____	\$ _____	\$ _____



2. Within the last 5 years, has any "Claim" been made or has notice been given under any of the previous policies for Directors and Officers Liability, Employment Practices Liability or Fiduciary Liability insurance or similar insurance? Yes No
3. Within the last 5 years, has any Directors and Officers Liability, Employment Practices Liability, Fiduciary Liability Insurance or similar insurance policies for the "Insured Organization" ever been cancelled or non-renewed? Yes No

GENERAL INFORMATION (PROVIDE DETAILS TO ALL "YES" ANSWERS BY ATTACHMENT, WHEN APPROPRIATE)

4. (a) Does the "Insured Organization" currently have tax-exempt status under the U.S. Internal Revenue Service Code? Yes No
If "Yes," under which IRSC Section? _____ If "No", provide an explanation by attachment.
- (b) Have there been or are there now pending, any disputes as to the "Insured Organization's" tax-exempt status? Yes No
5. The "Insured" has been in continuous operation since: _____
6. Describe the "Insured Organization's" nature of operations: _____

7. Does the "Insured Organization" own or hold any patents? Yes No If "Yes," how many? _____
8. Does the "Insured Organization":
- (a) provide any professional services including, but not limited to, legal counseling, medical care, peer review and credentialing activities? Yes No
- (b) promote, sponsor or provide any form of insurance to its members or non-members? Yes No
- (c) transact electronic commerce on behalf of itself, members or third parties? Yes No
- (d) have a membership in any nonprofit or professional associations? Yes No
- If "Yes", provide association name(s): _____

9. Provide the following information on all "Subsidiaries" or related Organizations of the "Insured Organization". If "None", so state. None

<u>Name</u>	<u>Nature of Business</u>
_____	_____
<u>Not for Profit?</u>	<u>Total Assets</u>
<input type="checkbox"/> Yes, IRSC: _____ <input type="checkbox"/> No	\$ _____
Coverage requested for this entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<u>Name</u>	<u>Nature of Business</u>
_____	_____
<u>Not for Profit?</u>	<u>Total Assets</u>
<input type="checkbox"/> Yes, IRSC: _____ <input type="checkbox"/> No	\$ _____
Coverage requested for this entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No

COVERAGE IS NOT PROVIDED FOR "SUBSIDIARIES" OR RELATED ORGANIZATIONS IN QUESTION 9. UNLESS THE INFORMATION REQUESTED ABOVE IS PROVIDED.

10. Provide the following financial information with respect to the "Insured Organization":
Total Assets: \$ _____ Fund Balance (Net Assets): \$ _____ Period Ending: _____
11. (a) Is the "Insured Organization" currently in bankruptcy? Yes No
- (b) Within the next 12 months, is the "Insured Organization" contemplating filing a petition for protection under the bankruptcy code? Yes No
- (c) Within the next 12 months, any branch, location, facility or office closings, consolidations or layoffs? Yes No



12. Number of "Employees":

Year	Full Time	Part Time	Leased	Seasonal and/ or Temporary	Volunteers and/or Interns	Independent Contractors	Annual Turnover Rate
Current							
Last							

13. Does the "Insured Organization" currently employ a full time Human Resources professional? Yes No

14. Indicate which formal written policies and procedures have been implemented. If "None", so state. None

- Employee Handbook/Manual
 - Anti-Harassment Policy, Including Sexual Harassment
 - Anti-Discrimination Policy-Equal Employment Opportunity (EEO) Policy
 - Adherence to Employment "at-will" relationship with all "Employees"
- Employers with more than 50 Employees
 Family Medical Leave Act

LITIGATION AND "CLAIM" INFORMATION

15. Within the last 5 years, has the "Insured Organization" or any of the "Insured Individual" received any written demands for monetary or non-monetary relief, been involved in, or had any knowledge of any civil or criminal action, administrative or arbitration proceeding, including both domestic or foreign equivalents, involving:

- (a) Any intellectual property disputes, including Copyright, Patent or Trademark Laws? Yes No
- (b) Any alleged violation of any Federal or State Security Law or Regulation? Yes No
- (c) Any alleged violation of any Federal or State Anti-Trust of Fair Trade Law? Yes No
- (d) Any other allegations of violations of federal, state or local statute, regulation, ordinance or common law that would otherwise be within the scope of this proposed insurance? Yes No

16. Within the last 5 years, has any "Insured" known of, or been involved in any lawsuit, charges, inquiries, investigations, grievances or other administrative hearings or proceedings before any of the following agencies and/or in any of the following forums, including both domestic or foreign equivalents?

- (a) National Labor Relations Board? Yes No
- (b) Equal Employment Opportunity Commission? Yes No
- (c) Office of Federal Contract Compliance Programs? Yes No
- (d) U.S. Department of Labor? Yes No
- (e) Any state or local government agency such as the Labor Department or fair employment agency? Yes No
- (f) U.S. District or state court? Yes No

17. Within the last 5 years, has any current or former "Employee" or Third Party made any "Claim", or otherwise alleged discrimination, harassment, wrongful discharge and/or "Wrongful Acts" against any "Insured"? Yes No

A "Claim" is not limited to the filing of a lawsuit or complaint with the Equal Employment Opportunity Commission or similar state or local agency. A "Claim" may also include a written demand by any current or former "Employee" seeking relief in connection with an employment-related dispute or grievance.

18. Is any "Insured" aware of any fact, circumstance or situation involving any "Insureds" that might reasonably be expected to result in a "Claim" as defined in the coverage applied for? Yes No

IF "YES" IS INDICATED TO ANY PART OF QUESTIONS 15., 16., 17., OR 18., PROVIDE FULL DETAILS FOR EACH ALLEGATION, EVEN IF THE MATTER HAS SINCE BEEN SETTLED OR OTHERWISE RESOLVED, BY PROVIDING THE FOLLOWING INFORMATION FOR EACH ALLEGATION BY ATTACHMENT:

(a) Date "Claim" first made (b) Claimant's Name (c) Allegation (d) Current Status
 (e) Demand Amount (f) Settlement (Indemnity) or Reserve amount (g) Attorney's fees

THE INSURER SHALL NOT BE LIABLE TO MAKE ANY PAYMENT FOR LOSS IN CONNECTION WITH ANY "CLAIM" MADE AGAINST ANY INSURED BASED UPON, ARISING OUT OF, DIRECTLY OR INDIRECTLY RESULTING FROM OR IN CONSEQUENCE OF, OR IN ANY WAY INVOLVING ANY LAWSUIT, ADMINISTRATIVE PROCEEDING, WRITTEN DEMAND, FACT, CIRCUMSTANCE, OR SITUATION SET FORTH OR THAT SHOULD HAVE BEEN SET FORTH IN THE INSURED'S RESPONSE TO QUESTIONS 15., 16., 17., 18.



PROVIDE ADDITIONAL INFORMATION HERE

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 PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICY HOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICY HOLDER 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 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, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRADULENT 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 A CLAIM FOR EACH SUCH VIOLATION.

NOTICE TO NEW MEXICO AND 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 FRADULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO KENTUCKY 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 FRADULENT INSURANCE ACT, WHICH IS A CRIME.

NOTICE TO APPLICANTS IN MINNESOTA, NEW JERSEY, OHIO AND OKLAHOMA: 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, IS GUILTY OF A FELONY AND IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO DISTRICT OF COLUMBIA, MAINE, MASSACHUSETTS, TENNESSEE, VIRGINIA, AND 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 INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

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.



Please Read Carefully

The undersigned, acting on behalf of all "Insureds", declare that the statements set forth in this "Application" are true and correct and that thorough efforts were made to obtain requested information from each and every "Insured" proposed for this insurance to facilitate the proper and accurate completion of this "Application".

The undersigned agree that the information provided in this "Application" and any material submitted herewith are the representations of all the "Insureds" and that they are material and are the basis for issuance of the insurance "Policy" provided by us. The undersigned further agree that the "Application" and any material submitted herewith shall be considered attached to and a part of the "Policy". Any material submitted with the "Application" shall be maintained on file (either electronically or paper) with the Insurer and shall be deemed to be attached hereto as if physically attached.

It is further agreed that:

- If any of the "Insureds" discovers or becomes aware of any significant change in the condition of the "Insured Organization" between the date of this "Application" and the "Policy" inception date, which would render the "Application" inaccurate or incomplete, notice of such change will be reported in writing to us immediately;
- Any "Policy" issued, will be in reliance upon the truthfulness of the information provided in this "Application"; provided, however, with respect to such information, no knowledge or information possessed by any "Insureds" shall be imputed to any other "Insureds". If any person or persons knew as of the "Policy" inception date that such information contained in the "Application(s)" were untrue, inaccurate or incomplete, then this "Policy" will be void as to that person or persons if such information was material to issuance of the "Policy". However, if the Chairperson of the Board of Directors, President, Chief Executive Officer, or Executive Director of the "Insured Organization" knew as of the "Policy" inception date that such information contained in the "Application(s)" were untrue, inaccurate or incomplete, then this "Policy" will be void as to that person or persons and the "Insured Organization" if such information was material to issuance of the "Policy";
- Statements in the application, facts pertaining to or knowledge possessed by the individual signing the application shall be imputed to the "Insured Organization" ; and
- The signing of this "Application" does not bind the undersigned to purchase the insurance.

_____ Dated _____
Chairperson of the Board of Directors,
President, Chief Executive Officer or Executive Director (Signature)

_____ Title _____
Chairperson of the Board of Directors, President,
Chief Executive Officer or Executive Director (Print Name)

A POLICY CANNOT BE ISSUED UNLESS THE "APPLICATION" IS PROPERLY SIGNED AND DATED.

Please submit this "Application" including appropriate documentation to:
333 W. Pierce Road, Suite 300, Itasca, IL 60143

