



3. Within the last 3 years, has any Directors and Officers Liability, Employment Practices Liability, Fiduciary Liability insurance, or similar insurance policies for the **Insured Entity** ever been cancelled or non-renewed?  
*(If "yes" please attached details)*  Yes  No

#### IV. Prior Knowledge Information

1. Is any **Insured** aware of any fact, circumstance or situation involving any **Insureds** that might reasonably be expected to result in a Claim?  Yes  No

If "YES" to Question III. 1., Please provide the following information for each allegation even if the matter has been settled or otherwise resolved:

- 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

**IT IS UNDERSTOOD AND AGREED THAT 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 QUESTION III. 1.**

#### V. Management Liability and Non Profit Organizational Liability

1. Does the **Insured Entity** currently have a tax-exempt status under the U.S. Internal Revenue Service Code?  Yes  No  
 If "Yes", under which IRSC Section? \_\_\_\_\_  
 If "No", provide an explanation: \_\_\_\_\_
2. Have there been or are there now pending, any disputes as to the **Insured Entity's** tax-exempt status?  Yes  No
3. The **Named Insured** has been in continuous operation since: \_\_\_\_\_
4. Describe the **Insured Entity's** nature of operations: \_\_\_\_\_  
 \_\_\_\_\_
5. Does the **Insured Entity** own or hold any patents?  Yes  No  
 "Yes", how many? \_\_\_\_\_
6. Does the **Insured Entity**:
- a) provide any professional services including, but not limited to, legal counseling, medical care, peer review and credentialing activities to others?  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 names \_\_\_\_\_  
\_\_\_\_\_

7. Provide the following information on all **Subsidiaries** or related organizations of the **Insured Entity**. If necessary, please add details by attachment. If "None", so state.  None

a) **Subsidiary** or Organization Name; \_\_\_\_\_

b) Nature of Business: \_\_\_\_\_

c) Not For Profit?  Yes, IRSC: \_\_\_\_\_  No

d) Total Assets: \$ \_\_\_\_\_

e) Is coverage requested for this entity under this **Policy**?  Yes  No

**IT IS UNDERSTOOD AND AGREED THAT COVERAGE IS NOT PROVIDED FOR SUBSIDIARIES OR RELATED ORGANIZATIONS IN QUESTION 7. UNLESS THE INFORMATION REQUESTED ABOVE IS PROVIDED.**

8. Provide the following financial information with respect to the **Insured Entity**: Period Ending: \_\_\_ / \_\_\_ / \_\_\_  
Assets (000): \$ \_\_\_\_\_ Fund Balance (000): \$ \_\_\_\_\_ Annual Revenues (000): \$ \_\_\_\_\_

9. Is the **Insured Entity** currently in bankruptcy?  Yes  No

10. Within the next 12 months, is the **Insured Entity** contemplating filing a petition for protection under the bankruptcy code?  Yes  No

11. Within the last 3 years, have there been resignations, departures, retirements, or terminations in the position of the Chairperson of the Board of Directors, President, Chief Executive Officer, Executive Director, or Chief Financial Officer?  Yes  No

If "Yes", provide the following details by attachment: Name of individual; date of change; and reason for change.

12. During the last 5 years, has the **Insured Entity** or any of the **Insured Persons** 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 or 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

**IF "YES" TO ANY PART OF QUESTION 12, 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

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**VI. Employment Practices Liability (Complete this section only if this coverage is desired)**

1. Number of **Employees**: (current year & previous year)

| Year | Full Time | Part Time | Leased | Seasonal and/or Temporary | Volunteers and/or Interns | Independent Contractors | Annual Turnover Percentage |
|------|-----------|-----------|--------|---------------------------|---------------------------|-------------------------|----------------------------|
|      |           |           |        |                           |                           |                         |                            |
|      |           |           |        |                           |                           |                         |                            |

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

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

3. During 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

4. During 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.

**IF "YES" TO ANY PART OF QUESTIONS 3., OR 4., 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
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**VII. Fiduciary Liability (Complete this section only if this coverage is desired)**

- Provide the following information regarding each employee welfare benefit plan, employee pension benefit plan or pension plan, as defined by ERISA, (hereinafter referred to as **Employee Benefit Plans**) which the **Insured Entity** maintains or to which it contributes.

| Name of Plan | Type of Plan * | Plan Sponsor | Number of Participants | Fair Market Value of Plan Assets |
|--------------|----------------|--------------|------------------------|----------------------------------|
|              |                |              |                        |                                  |
|              |                |              |                        |                                  |
|              |                |              |                        |                                  |
|              |                |              |                        |                                  |
|              |                |              |                        |                                  |

\*Type of Plan: (DB)=Defined Benefit; (DC)=Defined Contribution; (ESOP)=Employee Stock Ownership Plan; (WB)=Health & Welfare Benefit;(MEP)=Multi Employer Plan or Multiple Employer Plan; (O)=Other

**IT IS UNDERSTOOD AND AGREED THAT COVERAGE IS NOT PROVIDED FOR EMPLOYEE BENEFIT PLAN(S) IN QUESTION VI. 1. FOR WHICH THE ABOVE INFORMATION IS INCOMPLETE OR NOT PROVIDED.**

- Has any **Employee Benefit Plan** loaned or pledged any **Employee Benefit Plan** assets to any party-in-interest (including the **Insured Entity**)? If “Yes”, provide details by attachment.  Yes  No
- Are there any overdue employer contributions for any plan, or has any plan requested or contemplated filing a request for a waiver of contributions? If “Yes”, provide plan name and amount of overdue contributions by attachment.  Yes  No
- Within the last 3 years, has there been, or is there currently under consideration, any restructuring, termination or other similar transaction of any **Employee Benefit Plan**? If “Yes”, provide the details of the transaction by attachment.  Yes  No
- If any of the following questions are answered “No”, provide details by attachment.
  - Are all **Employee Benefit Plans** compliant with the Health Insurance Portability and Accountability Act (“HIPAA”)?  Yes  No
  - Does the plan sponsor comply with the summary plan description requirements under ERISA for all **Employee Benefit Plans**?  Yes  No
  - Do all employee pension benefit plans or pension plans have a written investment policy?  Yes  No
  - Are all employee pension benefit plan or pension plan assets managed by a third party investment manager?  Yes  No
  - Do the fiduciaries review the investment guidelines used by the investment managers at least annually?  Yes  No
  - Is the “fair market value” of all employee pension benefit plan or pension plan assets calculated at least annually?  Yes  No
- During the last 5 years, has there been, or is there currently, any investigation by the IRS, Department of Labor (“DOL”), Pension Benefit Guarantee Corporation (“PBGC”), or any other state or federal agency of any **Employee Benefit Plan** or any current or former fiduciary of such **Employee Benefit Plan**? If “Yes”, provide details by attachment.  Yes  No

7. During the last 5 years, has any **Insured** been named as a party in any civil or criminal action, administrative, arbitration, regulatory or investigative proceeding, or received any other written demands for money or services that would be within the scope of this proposed insurance? Yes No

**IF "YES" TO QUESTION 7, 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
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#### **VIII. Documents Required (The following information must be submitted with the completed Proposal Form**

- The most recent year-end financial report (audited or reviewed)
- Biographies on each Board Member
- Copies (electronic preferred) of all policy and procedure manuals listed in Question 2 of the Employment Practice Section
- Copies of all audit reports of Form 5500's for each **Employee Benefit Plan**

#### **Fraud Warning**

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.

#### **Please Read Carefully**

The undersigned, acting on behalf of all proposed **Insureds**, declare that the statements set forth herein are true and correct and that thorough efforts have been made to obtain sufficient information from each **Insured** proposed for this insurance to facilitate the proper and accurate completion of this Proposal Form.

The undersigned agree that the particulars and statements contained in the Proposal Form and any material submitted herewith are their representations and they are material and are the basis of the insurance contract. The undersigned further agree that the Proposal Form and any material submitted herewith shall be considered attached to and a part of the **Policy**. Any material submitted with the Proposal Form 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 significant change in the condition of the applicant is discovered between the date of this Proposal Form and the **Policy** inception date, which would render this Proposal Form inaccurate or incomplete, notice of such change will be reported in writing to the **Insurer** immediately; any **Policy**, if issued, will be in reliance upon the truth of such representations; provided, however, with respect to such statements and representations, 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 declarations and statements contained in the Proposal Form(s) were untrue, inaccurate or incomplete, then the coverage afforded by this **Policy** will not apply as to that person or persons. However, if the Chairperson of the Board of Directors, President, Chief Executive Officer, or Chief Financial Officer of the **Insured Entity** knew as of the **Policy** inception date that such declarations and statements contained in the Proposal Form(s) were untrue, inaccurate or incomplete, then the coverage afforded by this **Policy**

will not apply as to that person or persons and the **Insured Entity**; this Proposal Form has been completed as respects the entire **Insured Entity**; and the signing of this Proposal Form does not bind the undersigned to purchase the insurance.

**A POLICY CANNOT BE ISSUED UNLESS THE PROPOSAL FORM IS PROPERLY SIGNED AND DATED.**

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 cancel 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.

Applicant's Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Note: The Application must be signed by the President, Chairperson of the Board, Managing Member, or Executive Director**

Agent's Signature: \_\_\_\_\_