



**Non Profit Directors & Officers/Employment Practices Liability Section**

Total annual revenue: \$ \_\_\_\_\_ (If greater than \$2,000,000 attach the most recent 12-month financial statement)

If less than three years in operation, annual revenue: year one: \_\_\_\_\_ year two: \_\_\_\_\_ year three: \_\_\_\_\_

Total fund balance (total assets minus total liabilities): \_\_\_\_\_

Full-time employees: \_\_\_\_\_ Part-time: \_\_\_\_\_ Temporary/seasonal: \_\_\_\_\_ Volunteers: \_\_\_\_\_

Does the organization perform any operations located outside the U.S.?  Yes  No In existence since: \_\_\_\_\_

**II. LOSS INFORMATION FOR THE PAST THREE YEARS**

**Property Coverages**  None, or provide detail below.

Year	Status	Incurred	Description
_____	Open/Closed	\$ _____	_____
_____	Open/Closed	\$ _____	_____
_____	Open/Closed	\$ _____	_____

**General Liability Coverages**  None, or provide detail below.

Year	Status	Incurred	Description
_____	Open/Closed	\$ _____	_____
_____	Open/Closed	\$ _____	_____
_____	Open/Closed	\$ _____	_____

**GENERAL LIABILITY:**

1. Does the organization own or operate a camp or retreat center?  Yes  No
2. Does the organization participate in, organize, or sponsor any events that include fireworks, firearms, hunting, water hazards, overnight camps, bon fires, haunted attractions, hayrides, or air shows?  Yes  No
3. Does the organization have a pool on premises?  Yes  No
4. Is the organization involved with any missions or activities involving disaster recovery relief (physical aid), construction/renovations, home building, school (K-12), gym, adult daycare or prison ministry services?  Yes  No
5. Does the organization operate a shelter or rooming house?  Yes  No  
If "Yes", total sq. ft. \_\_\_\_\_  
(please complete our Social Services - Residential Facilities Application)
6. Does the organization own a cemetery?  Yes  No  
If "Yes", number of acres \_\_\_\_\_
7. Does the organization operate a soup kitchen?  Yes  No  
If "Yes", provide total number of meals served \_\_\_\_\_
8. Are all exit signs illuminated on premises?  Yes  No
9. Are there at least two accessible means of exit?  Yes  No
10. Any anticipated construction of new buildings or alterations to existing structures?  Yes  No  
(If "Yes", please provide details separately)
11. Does the organization require commercial tenants to carry general liability insurance with organization named as an additional insured?  Yes  No
12. Has the organization or any of its past or present directors, officers, trustees, committee members, employees or anyone acting in a ministerial capacity ever been involved in a lawsuit or claim for sexual abuse, misconduct or molestation, or has any charge or arrest been made against said person for the same?  Yes  No
13. If there are child-sitting/nursery operations during the services, is there a sign in and sign out procedure for the children?  Yes  No
14. Does the organization have functioning and operational smoke and/or heat detectors in all public areas and units?  Yes  No

**ABUSE AND MOLESTATION LIABILITY:**

15. Does the organization have a hiring process for employees and volunteer workers that includes questions about whether the individual has ever been convicted of any crime and involved in any lawsuit, claim or criminal charge involving sexual abuse, sexual molestation or sexual misconduct?  Yes  No
16. Does the organization require and verify prior employment and personal references on every prospective employee?  Yes  No
17. Except for formal counseling sessions, are minors ever left alone with only one adult in any program, service, event or other church-sponsored activity?  Yes  No
18. Does the organization follow policies or procedures for the proper supervision of employees and volunteers who are in direct contact with minors and other individuals in all on-site or off-site programs, services, events or other activities of applicant?  Yes  No

**PASTORAL PROFESSIONAL LIABILITY:**

19. Does the organization have more than five pastors/clergy on staff?  Yes  No
20. Does the organization offer counseling services for a fee?  Yes  No

- 21. Does the organization utilize contracted counseling providers?  Yes  No
- 22. Are church members referred to specialists when appropriate ( i.e. psychiatrist)?  Yes  No
- 23. Are procedures in place to protect the confidentiality of church members?  Yes  No
- 24. Have there been any prior allegations, claims or suits as a result of counseling services?  Yes  No

**HIRED AND NON-OWNED AUTO:**  Check if coverage is desired and answer questions a-c

Note: If Hired/Non-owned is checked, limit will equal general liability occurrence limit.

- a. Does the organization have a business (or commercial) automobile insurance policy in force or own or lease autos on a long term basis?  Yes  No
- b. Does the organization regularly transport people or deliver goods or products?  Yes  No
- c. Does the organization require its employees to use their personal automobile to conduct the organization's business on a regular basis?  Yes  No

**PROPERTY:**

- 25. Does the organization's property have aluminum wiring (including partial) or knob and tube wiring?  Yes  No
- 26. Are functioning and operational fire extinguishers readily available?  Yes  No
- 27. Is there a commercial cooking exposure? (If "Yes", answer a-c)  Yes  No
  - a. Is the cooking area, hood and duct system protected per NFPA 96?  Yes  No
  - b. Is there a deep fat fryer on the premises?  Yes  No
  - c. What type of approved NFPA 96 extinguishing system is functional and operational  NA  Wet  Dry
- 28. Are any buildings currently damaged by fire or otherwise?  Yes  No
- 29. Are any buildings partially constructed?  Yes  No
- 30. Is this property a seasonal operation?  Yes  No
- 31. Has the organization had any bankruptcies, tax or credit liens, or past/pending/planned foreclosures against them in the past five years?  Yes  No
- 32. Has any officer or board member of the organization been previously convicted of the felony of arson?  Yes  No
- 33. Is 100% of the electrical wiring on functioning and operational circuit breakers?  Yes  No

**Complete the following questions only if special cause of loss is requested for the building:**

- 34. Plumbing system is completely copper or PVC?  Yes  No
- 35. Electrical system is less than 35 years old?  Yes  No
- 36. Roofing has been replaced or recoated within the past 10 years for flat, 20 years for shingle or composite, 40 years for metal, 25 years for tile or 50 years for slate?  Yes  No

**NON PROFIT DIRECTORS AND OFFICERS AND EMPLOYMENT PRACTICES LIABILITY**

- 37. Does the organization engage in any disciplinary actions as a result of peer review activities?  Yes  No
- 38. Does the organization administer or sponsor any insurance programs?  Yes  No
- 39. Is the organization involved in any accreditation or standard setting activities?  Yes  No
- 40. Does the applicant have any subsidiaries requiring coverage?  Yes  No

If "Yes", please complete the Non Profit Subsidiary Addendum (NPSADD).

41. Name and title of individual designated to receive all notices on behalf of the insured: \_\_\_\_\_  
 Title \_\_\_\_\_ Phone number: \_\_\_\_\_

42. Directors and officers liability insurance carried:

Insurer	Limits of Liability	Premium	Retention	Policy Period
_____	_____	_____	_____	_____

- 43. Does the organization currently carry general liability insurance?  Yes  No
- 44. Within the last five 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 director, officer, trustee, employee or volunteer of the organization?  Yes  No  
 (If "Yes", please forward a completed USLI supplemental claims application.)
- 45. 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.)

## 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.

**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 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 commits a fraudulent insurance act.

**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.

**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.

**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 facilitating 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, Pennsylvania AND Ohio 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 is 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.

**Minnesota Notice:** Authorization or agreement to bind the insurance may be withdrawn or modified only 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.

**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.

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

Retail agency name:   Texas Partners Insurance Group License #: \_\_\_\_\_

Agent's signature: \_\_\_\_\_ Main agency phone number:  936-588-2202

(Required in New Hampshire)

address:   P.O. Box 8

City:  Spring State:  Texas Zip:  77383-0458

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.

Applicant's signature: \_\_\_\_\_ Title: \_\_\_\_\_

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

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