



CARRIER:

# Arts and Culture Product Application

## Coverage(s) Desired:

☐ General Liability    ☐ Property    ☐ Nonprofit D&O    ☐ Crime Coverage    ☐ Inland Marine (see addendum)    ☐ Hired and Non-Owned

Please fill out the General Information Section; along with the sections(s) you are requesting coverage.

## I. GENERAL INFORMATION

1. Name of applicant: \_\_\_\_\_
2. Does the organization have a tax exempt status as defined by the I.R.S.? \_\_\_\_\_
3. Mailing Address: \_\_\_\_\_
4. Location Address: \_\_\_\_\_
5. Website Address: \_\_\_\_\_ E-mail address: \_\_\_\_\_
6. Number of years in operation? \_\_\_\_\_
7. Does the organization have a prior, existing or pending bankruptcy in the last five years? ☐ Yes    ☐ No
8. Purpose of organization: \_\_\_\_\_
9. Activities of the organization? (Check all that apply):

<input type="checkbox"/> Ballet	<input type="checkbox"/> Community service	<input type="checkbox"/> Orchestra
<input type="checkbox"/> Booking agent/Event planner	<input type="checkbox"/> Fundraising	<input type="checkbox"/> Promoters
<input type="checkbox"/> Camps	<input type="checkbox"/> Gymnastics	<input type="checkbox"/> Theatre/Opera
<input type="checkbox"/> Cheerleading/Aerobics	<input type="checkbox"/> Martial arts	<input type="checkbox"/> Theatre/Plays
<input type="checkbox"/> Choir	<input type="checkbox"/> Music/Instrumental	<input type="checkbox"/> Schools
<input type="checkbox"/> Comedy troupes	<input type="checkbox"/> Music/Vocal	<input type="checkbox"/> Other _____

*Attach copy of brochure, website pages and flyer to this application*

10. Total number of performers:  
Full-time employees \_\_\_\_\_ Part-time employees \_\_\_\_\_  
Independent contractors \_\_\_\_\_ Volunteers \_\_\_\_\_
11. Building interest? *If traveling only skip to question 18.* ☐ Owner    ☐ Tenant    ☐ Traveling only
12. Do you lease premises? ☐ Yes    ☐ No  
If "Yes," what purpose? \_\_\_\_\_
13. Is all electrical wiring connected to functional and operational circuit breakers? ☐ Yes    ☐ No
14. Electrical systems do not have aluminum or knob and tube wiring? ☐ Yes    ☐ No
15. Are there functioning smoke or heat detectors used in all public areas? ☐ Yes    ☐ No
16. Are all public areas equipped with lighted exit signs? ☐ Yes    ☐ No
17. Is a secondary means of egress provided for each floor (including basement) having public access? ☐ Yes    ☐ No
18. What is the average ticket price per performance? \$ \_\_\_\_\_
19. Indicate the number of performances planned during policy term: \_\_\_\_\_
20. Average attendees per performance: \_\_\_\_\_
21. Maximum attendance at any one performance: \_\_\_\_\_
22. Total annual gross revenues:

Admissions:	\$ _____
Food and beverage:	\$ _____
Donations:	\$ _____
Public funding:	\$ _____
Rent from others for use of facilities:	\$ _____
Products sold: <i>(please attach a list of products sold)</i>	\$ _____
Other sources:	\$ _____
Total annual gross revenue:	\$ _____

## II. GENERAL LIABILITY

23. Are animals used for any performances? ☐ Yes ☐ No  
If "Yes," what type(s)? \_\_\_\_\_
24. Do you provide permanent or temporary housing for staff, performers, etc.? ☐ Yes ☐ No
25. Do you conduct any overnight tours? ☐ Yes ☐ No  
If "Yes," will any member be under the age of 18? ☐ Yes ☐ No
26. Do you rent or lease your premises to others? ☐ Yes ☐ No
27. Any construction of scenery, backdrops or stages over three stories in height or use of bulldozers, backhoes, excavators or cranes? ☐ Yes ☐ No
28. Do you utilize independent contractors? ☐ Yes ☐ No  
If "Yes," do you obtain certificates of insurance from independent contractors? ☐ Yes ☐ No
29. Do all performances end before 12:00 a.m.? ☐ Yes ☐ No
30. Are any aerial acts performed over audiences? ☐ Yes ☐ No
31. Any alleged incidents regarding molestation or abuse? ☐ Yes ☐ No  
If "Yes," please describe: \_\_\_\_\_
32. Are there any special effects that include pyrotechnics/fireworks? ☐ Yes ☐ No
33. Any international travel? ☐ Yes ☐ No
34. Does the applicant operate or run a day school/camp (no overnight exposure)? ☐ Yes ☐ No  
If "Yes," please provide the number of annual students \_\_\_\_\_ Length of classes \_\_\_\_\_  
Number of classes held annually \_\_\_\_\_
35. Will any performances take place in a vacant building? ☐ Yes ☐ No
36. Within the past five years, has the general liability coverage been cancelled or non-renewed? ☐ Yes ☐ No  
If "Yes," explain: \_\_\_\_\_
37. Loss history for general liability for the past five years: *If none, check here* ☐

Date Loss	Type/Description	Incurred	Reserved	Open/Closed
		\$	\$	
		\$	\$	
		\$	\$	

### Abuse and Molestation Liability

38. 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
39. Does the organization require and verify prior employment and personal references on every prospective employee? ☐ Yes ☐ No
40. Are minors ever left alone with only one adult in any program, service, event or other activity? ☐ Yes ☐ No
41. 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 all on-site or off-site programs, services, events or other activities of applicant? ☐ Yes ☐ No

### Hired/ Non-Owned Auto

The following questions need be addressed to determine pricing and eligibility for hired/non-owned auto coverage:

42. 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
43. Does the organization hire or have non-owned vehicles with passenger capacity exceeding eight passengers? ☐ Yes ☐ No
44. Does the organization regularly deliver goods or products? ☐ Yes ☐ No
45. Does the organization transport people? ☐ Yes ☐ No
46. Does the organization require its employees or volunteers to use their personal automobile to conduct the organizations business on a regular basis? ☐ Yes ☐ No
47. What is the maximum distance traveled in any vehicle?  
☐ Up to 100 miles ☐ 101–200 miles ☐ 201–300 miles ☐ Over 300 miles
48. Does the organization require all drivers to maintain a minimum of \$100,000/\$300,000/\$50,000 of personal auto limits? ☐ Yes ☐ No

### III. PROPERTY

#### 49. Limits desired and rating information

<b>Building Construction:</b> <input type="checkbox"/> Frame <input type="checkbox"/> Joisted masonry <input type="checkbox"/> Noncombustible <input type="checkbox"/> Masonry noncombustible <input type="checkbox"/> Fire resistive				
<b>Protection Class</b> <input type="checkbox"/> 1-6 <input type="checkbox"/> 7-8 <input type="checkbox"/> 9-10		<b>Deductible</b> <input type="checkbox"/> \$1,000 <input type="checkbox"/> \$2,500 <input type="checkbox"/> \$5,000		<b>Cause of Loss</b> <input type="checkbox"/> Basic <input type="checkbox"/> Special/excluding theft <input type="checkbox"/> Special (requires a central station burglar alarm)
Consider Crime Coverage? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Area occupied by the organization – sq. ft. _____				
<b>Building Limit:</b>		\$ _____	<b>Coinsurance</b> (80% minimum) _____ %	<input type="checkbox"/> ACV <input type="checkbox"/> RC
<b>Improvements and Betterments Limit:</b>		\$ _____	<b>Coinsurance</b> (80% minimum) _____ %	<input type="checkbox"/> ACV <input type="checkbox"/> RC
<b>Business Personal Property Limit:</b>		\$ _____	<b>Coinsurance</b> (80% minimum) _____ %	<input type="checkbox"/> ACV <input type="checkbox"/> RC
<b>Business Income Limit:</b>		\$ _____	<b>Coinsurance</b> _____ <u>or</u> _____	<b>Monthly Limit of Indemnity</b>
<input type="checkbox"/> With extra expense <input type="checkbox"/> Without extra expense		<input type="checkbox"/> 50% <input type="checkbox"/> 80% <input type="checkbox"/> 100%		<input type="checkbox"/> 1/3 <input type="checkbox"/> 1/4 <input type="checkbox"/> 1/6
<input type="checkbox"/> Value Plus Endorsement (Requires a Central Station Burglar Alarm)				
<input type="checkbox"/> Employee dishonesty \$ _____		Number of employees _____		
<input type="checkbox"/> Money and securities \$ _____		Inside \$ _____	Outside (\$500 Standard Deductible)	
<input type="checkbox"/> Burglary and Robbery \$ _____		Inside \$ _____	Outside (\$500 Standard Deductible)	
<input type="checkbox"/> Outdoor Signs \$ _____				
<input type="checkbox"/> Equipment Breakdown (Coverage requires a maintenance contract for all refrigeration units)				

50. Has any officer or board member of this organization ever been convicted of the felony of arson? ☐ Yes    ☐ No
51. Are there any tax liens on any property? ☐ Yes    ☐ No
52. Any on premise welding operations? ☐ Yes    ☐ No
53. Cooking Supplement – If no cooking, check here ☐
- a. Is there a cleaning contract in force with an outside firm? ☐ Yes    ☐ No
- b. Describe cooking equipment used:
- ☐ Grills    ☐ Open flame    ☐ Oven    ☐ Deep fat fryers    ☐ Charcoal grill    ☐ Barbecue pit/Smoke
- ☐ Type or brand distance from building: \_\_\_\_\_ ft.
- c. Type of extinguishing system: ☐ Wet    ☐ Dry
54. Type of plumbing?    ☐ PVC/Plastic    ☐ Copper    ☐ Iron    ☐ Lead    ☐ Galvanized    ☐ Other \_\_\_\_\_
55. Type of roof?    ☐ Flat    ☐ Wood shake    ☐ Shingle    ☐ Metal    ☐ Tile    ☐ Slate    ☐ Other \_\_\_\_\_
56. Roof updated, \_\_\_\_\_ year    Electrical updated, \_\_\_\_\_ year
- Plumbing updated, \_\_\_\_\_ year    Heating updated, \_\_\_\_\_ year
57. Age of building: \_\_\_\_\_
58. Are there performances in vacant buildings? ☐ Yes    ☐ No
59. Burglar alarm:    ☐ Local    ☐ Central station burglar alarm
60. Fire protection:    ☐ Local    ☐ Central station fire alarm    ☐ Local fire alarm    ☐ Annually serviced fire extinguisher(s)
61. Within the past five years, has property coverage been cancelled or non-renewed? ☐ Yes    ☐ No
- If "Yes," explain: \_\_\_\_\_
62. Loss history for property for the past five years:    *If none, check here* ☐

Date Loss	Type/Description	Incurred	Reserved	Open/Closed
		\$	\$	
		\$	\$	
		\$	\$	

#### IV. NON PROFIT DIRECTORS AND OFFICERS AND EMPLOYMENT PRACTICES LIABILITY SECTION

63. Does the organization administer or sponsor any insurance programs? ☐ Yes ☐ No
64. Is the organization involved in any accreditation or standard setting activities? ☐ Yes ☐ No
65. Is the organization involved in any labor/union negotiations or collective bargaining activities? ☐ Yes ☐ No
66. Number of chapters: \_\_\_\_\_ If there are chapters, is coverage requested for them under this policy? ☐ Yes ☐ No
67. Does the applicant have any subsidiaries requiring coverage? ☐ Yes ☐ No

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

68. Name and title of individual designated to receive all notices on behalf of the Insured:

Title: \_\_\_\_\_ Phone Number: \_\_\_\_\_

69. Directors and officers liability Insurance carried: ☐ Yes ☐ No
70. Does the organization currently carry general liability Insurance? ☐ Yes ☐ No
71. Please provide the following financial information for the last three years. *(If organization in existence less than three years please provide budgeted revenue/expense statement for next three years.)* ☐ Yes ☐ No
72. 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)*
73. 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 director, officer, trustee, employee or volunteer of the organization? ☐ Yes ☐ No  
*(If "Yes," please forward a completed USLI supplemental claims application)*
74. Has the Applicant or any person proposed for coverage (whether or not in the service of the Applicant) been the subject of or been involved directly or indirectly in any civil, criminal, regulatory, legislative or administrative proceeding(s)? ☐ Yes ☐ No

#### V. FIDUCIARY LIABILITY

75. Does each pension plan use an outside investment manager? *(If "No," Fiduciary will not be offered)* ☐ Yes ☐ No
76. 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
77. In the past two 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
78. 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
79. 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

#### 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 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 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.

**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: \_\_\_\_\_ 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 herein is material to the Company's acceptance of the risk and issuance of the requested policy. The signer of this Application represents that the information provided herein is true and correct in all matters. Any changes in the information represented in this Application occurring prior to the effective date of a policy shall be promptly reported to the Company in which case, the Company has the right to modify or withdraw any quote or binder issued based on such changes. The Company has the right but not the obligation to investigate any representation(s) in this Application. A decision by the Company not to investigate shall not estop the Company from relying on this Application in issuing a policy. It is agreed that this Application and any material submitted therewith, including but not limited to any supplemental Application(s), shall be the basis of any policy that is issued.

**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: \_\_\_\_\_



CARRIER:

## Inland Marine Addendum

☐ Inland marine      ☐ Theater property      ☐ Musical instruments

1. Schedule of property and equipment for which coverage is requested:

Item	Description (year, manufacturer and model)	Serial Number	Limit of Insurance
1			\$
2			\$
3			\$
4			\$
5			\$
6			\$
*Attach another page if necessary		Total Blanket	\$

Blanket coverage description (if requesting blanket coverage) – individual items under \$2,500 in value:

Item	Description	Largest Item	Total of Items
1			\$
2			\$
3			\$
4			\$
5			\$
*Attach another page if necessary		Total Scheduled	\$

2. Deductible:    ☐ \$500      ☐ \$1,000      ☐ \$2,500      ☐ \$5,000      ☐ \$10,000

3. Does the insured lease, loan or rent covered property or equipment to others? ☐ Yes    ☐ No
4. Is any insured property or equipment on this schedule left unlocked and/or unsecured when not in use? ☐ Yes    ☐ No
5. Are any objects unique or difficult to replace? ☐ Yes    ☐ No
6. Do any objects have value beyond their apparent worth due to being rare or collectible? ☐ Yes    ☐ No
7. Is all insured's covered property or equipment brought back to their place of business at the end of each day? ☐ Yes    ☐ No
- If so, is the place of storage protected by a central station alarm system? ☐ Yes    ☐ No

8. Loss history for inland marine for past three years:      *If none, check here* ☐

Date Loss	Type/Description	Incurred	Reserved	Open/Closed
		\$	\$	
		\$	\$	
		\$	\$	

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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.

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**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/>.