

RPG DIRECTORS' & OFFICERS' LIABILITY

including Employment Practices Liability for Not-for-Profit Organizations (Claims-made Coverage) Insurance Program and Application

This brochure is valid for effective dates from 8/1/24 through 2/28/25

PROGRAM DESCRIPTION

This program provides important protection to eligible organizations for claims arising out of allegations of errors, omissions or wrongful acts committed by its directors, officers, employees or volunteers. This coverage will respond to allegations of discrimination against a third party, acts beyond granted authority, failure to deliver services, wrongful dismissal, and wrongful employment practices. In addition, coverage provides medical payments for a bodily injury loss caused by an accident that takes place during activities that are sponsored by your business for the directors and officers of the named insured.

Defense costs are paid in addition to the limit of liability and coverage is provided on a claims-made basis, applying only to claims first made during the coverage period.

Coverage is provided by a carrier rated A (Excellent) by A.M. Best Company.

INELIGIBLE OPERATIONS

Organizations that do not meet the eligibility criteria listed in this brochure are not eligible for this program as well as:

- Booster clubs (those supporting/funding interscholastic/intercollegiate athletic programs)
- Condo Associations, homeowner associations, or similar organizations
- · Governmental entities or organizations

(Note: This is not a complete list of ineligibles)

EASY WAYS TO ENROLL FOR COVERAGE



WEB For information and applications, visit us on-line at www.sportsinsurance-kk.com

OR

Submit this enrollment form, with payment, to us.



FAX 1-260-459-5105



MAIL

Regular: Overnight:
K&K Insurance
MM D&O RPG
P.O. Box 2338
Fort Wayne, IN 46801-2338
Overnight:
K&K Insurance
MM D&O RPG
PM D&O RPG
1712 Magnavox Way
Fort Wayne, IN 46801-2338
Fort Wayne, IN 46804



QUESTIONS Call 1-800-426-2889

FOR SERVICE REQUESTS ONLY



E-MAIL info@sportsinsurance-kk.com

ELIGIBLE OPERATIONS

Organizations that meet all of the following criteria are eligible to submit an enrollment form for coverage under this program:

- 1. The organization has tax exempt status as a not-for-profit organization.
- 2. The annual gross revenue of the organization from all sources is \$3,000,000 or less.
- The organization has obtained general liability coverage through a supporting Sports, Leisure and Entertainment Risk Purchasing Group Insurance Program offered by us.

COVERAGE AND LIMITS

This program provides two limit options to choose from.

| C | Option A |
|--|--------------|
| Maximum Aggregate Limit of Liability | \$ 1,000,000 |
| Retention (each claim) | \$ 1,000 |
| Medical Payments for Directors' & Officers' (per director or officer)* | \$ 10,000 |

Premium (based on annual gross revenue)

| Annual Revenue | All Applicants (except for Hawaii) | Hawaii Applicants Only |
|---------------------------|--|------------------------------|
| \$ 0 - \$1,000,000 | \$ 657.00 | \$ 647.00 |
| \$1,000,001 - \$2,000,000 | \$ 1,129.00 | \$ 1,116.00 |
| \$2,000,001 - \$3,000,000 | \$ 1,601.00 | \$ 1,584.00 |
| \$3,000,001 or higher | Refer to us | Refer to us |

| 0 | ption B |
|--|--------------|
| Maximum Aggregate Limit of Liability | \$ 2,000,000 |
| Retention (each claim) | \$ 1,000 |
| Medical Payments for Directors' & Officers' (per director or officer)* | \$ 10,000 |

Premium (based on annual gross revenue)

| Annual Revenue | All Applicants (except for Hawaii) | Hawaii Applicants Only |
|---------------------------|--|------------------------------|
| \$ 0 - \$1,000,000 | \$ 998.00 | \$ 982.00 |
| \$1,000,001 - \$2,000,000 | \$ 1,733.00 | \$ 1,584.00 |
| \$2,000,001 - \$3,000,000 | \$ 2,441.00 | \$ 2,343.00 |
| \$3,000,001 or higher | Refer to us | Refer to us |

^{*} Not available for FL applicants

EXCLUSIONS

The following represent only some of the exclusions contained in this policy.

- Advertising injury
- Bodily injury
- ERISA of 1974
- Failure to maintain proper insurance
- Fair Labor Standards Act (except the Equal Pay Act)
- Fungi
- Nuclear
- Personal injury

- Pollutants
- Property damage
- The Consolidated Omnibus Budget Reconciliation Act of 1985
- The Federal False Claims Act
- The National Labor Relations Act
- The Occupational Safety and Health Act
- The Racketeer influenced and Corrupt Organizations Act
- The Worker Adjustment and Retraining Notification Act
- Written or Express Contract or Agreement
- Wrongful death

COVERAGE INFORMATION

The following are several coverage explanations related to a claims-made policy that should be considered.

Prior Acts

If a claims made policy contains a retroactive date, that policy provides no coverage for claims arising out of incidents, occurrences, or alleged wrongful acts which took place prior to that retroactive date.

Claims Made During Policy Period

This policy covers only claims actually made or incidents reported against the insured while policy remains in effect, or any applicable extended reporting period. All coverage under the policy ceases upon the termination date, except for the automatic extended reporting period coverage, unless the insured purchases additional extended reporting period coverage.

Extended Reporting Period

The automatic extended reporting period is sixty (60) days from the termination or expiration date of the policy. The additional extended reporting period, if purchased, may be up to three (3) years for non-profit policies. If this extended reporting period is not purchased and the subsequent policy does not provide full prior acts coverage or is an occurrence policy, there may be gaps in coverage.

Claims-made Policy Maturity

When the retroactive date on a claims made policy is concurrent with the effective date of the policy or less than five years prior to the effective date, there is considered to be a reduced level of exposure in relation to an occurrence policy. For this reason, claims made rates are comparatively lower than occurrence rates. As the claims made relationship matures, the insured can expect substantial annual premium increases independent of overall rate level increases. If, however, the retroactive date on a claims made policy is more than five years prior to the effective date of the policy, that claims made relationship is considered mature and rate levels will not increase for this reason.

FREQUENTLY ASKED QUESTIONS

1. Does D&O liability cover allegations against the board for sexual abuse or sexual molestation?

This type of allegation would be covered under the abuse, molestation, or exploitation defense reimbursement coverage which is available for purchase as an optional coverage with a commercial general liability policy through a supporting Sports, Leisure and Entertainment Risk Purchasing Group offered by us.

2. Does D&O liability provide coverage if a participant is injured during a covered activity?

No, this would be covered under the medical payments for participants coverage, if eligible, that is provided with a commercial general liability policy through a supporting Sports, Leisure and Entertainment Risk Purchasing Group Insurance Program offered by us.

This program only offers medical payments coverage to the directors and officers of the insured, if injured during their scope of duties on behalf of the insured.

3. Can any board member complete and sign the D&O liability application?

The carrier requires that the application for D&O liability coverage be completed and signed by either the President, Executive Director or the Treasurer of the board.

4. Will I receive a policy after I submit the enrollment form?

If you are a new account, you will receive a copy of the policy. Renewal accounts will only receive a certificate of insurance evidencing coverage.

This brochure is for illustrative purposes only, and is not a contract of insurance.

You must refer to the actual policy for complete information regarding coverage terms, conditions, and exclusions. A copy of the policy is available upon request.

HOW TO OBTAIN COVERAGE

To avoid processing delays, please:

- 1. Complete all sections and pages (print legibly)
- 2. Sign and date where required
- 3. Remit pages 3 5 along with application pages 1 4 (MAML 025) and payment

| Desir | ed Effective Date: Check One. |
|-------|--|
| (| O Start my coverage on the date after my application and payment are received |
| (| O Start my coverage on this date:// |
| | Note: Coverage will not be made effective prior to the date that the application and payment are received and approved by K&K. |

Additional Information on Obtaining Coverage

You will be notified by K&K if, for any reason, your submission to this insurance program is declined or determined to be ineligible for coverage and your premium payment will be returned or refunded. Incomplete applications will be declined and returned. If your application is accepted, coverage documents will be issued by K&K Insurance. Coverage will become effective the day your application and premium payment are received and approved by K&K, or on a later date that you may specify. Coverage is provided on an annual basis and is 100% fully earned and non-refundable/non-transferable once coverage begins (may vary by state).

Completion of this enrollment form confirms your desire to obtain insurance through the Sports, Leisure and Entertainment Risk Purchasing Group, a group formed and operating pursuant to the Liability Risk Retention Act of 1986 (15 USC 3901 et seq.). A risk purchasing group (RPG) provides group purchasing power for similar risks resulting in potential advantageous coverage terms, and competitive rates for favorable group loss experience. An RPG administration fee may be charged. The submission of this enrollment form and/or the acceptance of payment does not guarantee coverage. Certain operations are not eligible for coverage by this program. We reserve the right to decline any request for coverage.

PROGRAM CALCULATION

Select on option:

| Premium | Opti \$1,000,0 | on A 00 Limit | Opti \$2,000,0 | |
|---------------------------------|-------------------------------------|---------------------------|-------------------------------------|---------------------------|
| (based on annual gross revenue) | Applicant Rates (except for Hawaii) | Hawaii Applicant Rates | Applicant Rates (except for Hawaii) | Hawaii Applicant Rates |
| \$ 0 - \$1,000,000 | O \$657.00 | O \$ 647.00 | O \$998.00 | O \$ 982.00 |
| \$ 1,000,001 - \$ 2,000,000 | O \$ 1,129.00 | O \$1,116.00 | O \$ 1,733.00 | O \$1,584.00 |
| \$ 2,000,001 - \$ 3,000,000 | O \$ 1,601.00 | O \$1,584.00 | O \$ 2,441.00 | O \$2,343.00 |
| \$ 3,000,001 or higher | Refer to company | Refer to company | Refer to company | Refer to company |

PREMIUMS ARE 100% FULLY EARNED AND NON-REFUNDABLE/NON-TRANSFERRABLE ONCE COVERAGE BEGINS.

COVERAGE IS CONTINGENT UPON RECEIPT OF PAYMENT AND A FULLY COMPLETED ENROLLMENT FORM.

NO COVERAGE WILL BE DEEMED IN EFFECT UNTIL THE ACCURATE PAYMENT IS RECEIVED BY THE COMPANY OR THEIR REPRESENTATIVE. CANCELLATONS/CHANGES CAN ONLY BE MADE BY THE NAMED INSURED.

K&K Insurance Group, Inc. • P.O. Box 2338 • Fort Wayne, IN 46801-2338 • 1-800-426-2889 • Fax 1-260-459-5105 Website www.kandkinsurance.com

K&K Insurance Group, Inc. is a licensed insurance producer in all states (TX license #13924); operating in CA, NY and MI as K&K Insurance Agency (CA license #0334819)

Page 3 of 5 MASS MERCH DO 1281 6/2024

PLEASE READ AND COMPLETE #9 BELOW (If you do not wish to recieve email documents)

Electronic Signature Disclosure and Consent

The Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, et seq.) provides that a signature, contract or other record may not be denied legal effect, validity or enforceability solely because it is in electronic form or because an electronic signature was used in a transaction.

K&K Insurance Group (K&K), whether on its own behalf, and/or on behalf of an insurer and/or third parties, may utilize the internet, email, cloud services, digital storage, digital media or similar electronic means to transmit Policy Documents to its clients. This Agreement informs you of your rights when we are delivering and you are receiving such documents from us electronically.

By agreeing to proceed with this transaction, you acknowledge and consent to the following:

- 1. I hereby voluntarily consent to proceeding with this transaction, and all subsequent actions related to this transaction, electronically.
- 2. I understand that further documents relating to this insurance purchased through K&K, including but not limited to correspondence, communications, confirmations, requests for premium payments and policy documents, may, to the extent permitted by law, be transmitted by electronic means to me, including by e-mail sent to the e-mail address I have provided as part of this transaction and/or my on-line registration. I consent to such documents being provided to me electronically.
- 3. Notwithstanding paragraph 2, any notice of cancellation shall be sent to me by mailing to the address I have provided as part of my registration and/or application for insurance, or to such other address for which I have provided notice pursuant to the terms of the policy.
- 4. Any change or revision to the e-mail address or other electronic contact information which I have provided as part of this transaction and/or my on-line registration process shall be requested by me by faxing, emailing or by mailing a written notice to: K&K Insurance; 1712 Magnavox Way; Fort Wayne, IN 46804.
- 5. I understand that I have the right to obtain a paper copy of any electronic record provided to me pursuant to this transaction or any subsequent transaction involving my coverage by mailing a written request to the address provided in paragraph 4.
- 6. In order to access the electronic records provided, the following hardware and software are required: (a) a personal computer or other device through which Internet access is available, (b) an Internet connection, (c) an e-mail account with an Internet service provider, and (d) Adobe Acrobat Reader.
- 7. I understand that I have the right and option to withdraw my consent to the receipt of further electronic documents at any time by faxing, emailing or mailing a written request to the address provided in paragraph 4. By withdrawing my consent to electronic delivery of documents I understand that I will receive a paper copy of future policy documentation.
- 8. Information relating to this transaction is subject to the terms of our privacy statement, a copy of which is provided at www.kandkinsurance.com.
- 9. DOCUMENT DELIVERY. After this enrollment form is approved, you will receive a certificate of insurance showing evidence that coverage has been bound. When submitted through an insurance agent or broker, this coverage document will only be delivered to them. Additional certificate requests will be issued to the same person. Providing an email address in this application will be deemed consent to us to deliver documents and communication to you electronically.

| If you DO N | Want to be emailed please check here and select your preferred method of document delivery. | \circ |
|--------------------|---|---------|
| O Fax to: | attn: | |
| O Mail to: | attn: | |
| | | |

ATTENTION: AGENTS

AGENTS: YOU MUST COMPLETE THE AGENT WARRANTY SECTION BELOW. Applications cannot be accepted unless this section is completed.

I represent and warrant as an insurance producer that I currently maintain, and will maintain, all individual, corporate or agency licenses or permits to conduct insurance business in the state coverage for this insured is being written. I further represent and warrant that I currently maintain errors and omissions insurance with a minimum limit of \$1,000,000 for myself, my officers, and employees. If requested by K&K, I will provide K&K with reasonably satisfactory evidence of all of the above mentioned items.

Note: Agents do not have authority to issue binders or a certificate of insurance on behalf of this program. A 10% commission is available to licensed agents for this program. Please remit net payment. Commissions will not be calculated on any fees added to the total program.

| Agent signature: | Date | i |
|------------------|------|---|
| | · | |

Page 4 of 5 MASS MERCH DO 1281 6/2024

| Applicant business name: |
|--|
| PAY BY ACH (Bank Account): THIS OPTION IS ONLY AVAILABLE FOR PURCHASES MADE 15 DAYS OR MO PRIOR TO THE EFFECTIVE DATE • E-mail info@sportsinsurance-kk.com or • Fax 1-260-459-5105 I (we) authorize K&K Insurance Group to initiate a single electronic debit from the account shown below an have attached a voided copy of the check. Name on Bank Account: |
| PRIOR TO THE EFFECTIVE DATE • E-mail info@sportsinsurance-kk.com or • Fax 1-260-459-5105 I (we) authorize K&K Insurance Group to initiate a single electronic debit from the account shown below an have attached a voided copy of the check. Name on Bank Account: |
| Draft Amount: \$ |
| Bank Routing Number* *See below for an explanation of where to locate these two sets of numbers on your bank check. Date: Authorized Signature(s) - (Not required if authorization by phone by K&K) Date: Authorized Signature(s) - (Not required if authorization by phone by K&K) EXPLANATION OF CHECK NUMBERS 1. Bank Routing Number - This is a nine digit number separated by a bar and a colon I: 123456789 I: 2. Account Number - This number may appear as the second, first or third series of numbers. Please read carefully. 3. Check Number - Matches number in the upper right corner of check. NOT REQUIRED FOR ACH. PAY BY CHECK: (Payable to K&K Insurance Group) Bank Account Number* Date: YOUR NAME 1234 Main Street Anywhere, OH 00000 DATE PAY TO THE ORDER OF SOUTING ACCOUNT CHECK NUMBER 2. NUMBER 3. NUMBER |
| *See below for an explanation of where to locate these two sets of numbers on your bank check. |
| Authorized Signature(s) - (Not required if authorization by phone by K&K) Date: Authorized Signature(s) - (Not required if authorization by phone by K&K) EXPLANATION OF CHECK NUMBERS 1. Bank Routing Number - This is a nine digit number separated by a bar and a colon I: 123456789 I: 2. Account Number - This number may appear as the second, first or third series of numbers. Please read carefully. 3. Check Number - Matches number in the upper right corner of check. NOT REQUIRED FOR ACH. PAY BY CHECK: (Payable to K&K Insurance Group) Date: YOUR NAME 1234 Main Street Anywhere, OH Oocoo ADATE PAY TO THE ORDER OF SOUTING ACCOUNT CHECK NUMBER 2. NUMBER 3. NUMBER |
| Authorized Signature(s) - (Not required if authorization by phone by K&K) |
| Authorized Signature(s) - (Not required if authorization by phone by K&K) |
| Authorized Signature(s) - (Not required if authorization by phone by K&K) EXPLANATION OF CHECK NUMBERS 1. Bank Routing Number - This is a nine digit number separated by a bar and a colon I: 123456789 I: 2. Account Number - This number may appear as the second, first or third series of numbers. Please read carefully. 3. Check Number - Matches number in the upper right corner of check. NOT REQUIRED FOR ACH. PAY BY CHECK: (Payable to K&K Insurance Group) YOUR NAME 1234 Main Street Anywhere, OH 00000 PAY TO THE ORDER OF ROUTING 1. NUMBER 2. NUMBER 3. NUMBER |
| Authorized Signature(s) - (Not required if authorization by phone by K&K) EXPLANATION OF CHECK NUMBERS 1. Bank Routing Number - This is a nine digit number separated by a bar and a colon I: 123456789 I: 2. Account Number - This number may appear as the second, first or third series of numbers. Please read carefully. 3. Check Number - Matches number in the upper right corner of check. NOT REQUIRED FOR ACH. PAY BY CHECK: (Payable to K&K Insurance Group) YOUR NAME 1234 Main Street Anywhere, OH 00000 PAY TO THE ORDER OF ROUTING 1. NUMBER 2. NUMBER 3. NUMBER |
| EXPLANATION OF CHECK NUMBERS 1. Bank Routing Number - This is a nine digit number separated by a bar and a colon I: 123456789 I: 2. Account Number - This number may appear as the second, first or third series of numbers. Please read carefully. 3. Check Number - Matches number in the upper right corner of check. NOT REQUIRED FOR ACH. PAY BY CHECK: (Payable to K&K Insurance Group) YOUR NAME 1234 Main Street Anywhere, OH 00000 PAY TO THE ORDER OF SOUTING ACCOUNT CHECK 1. NUMBER 2. NUMBER 3. NUMBER |
| 1. Bank Routing Number - This is a nine digit number separated by a bar and a colon I: 123456789 I: 2. Account Number - This number may appear as the second, first or third series of numbers. Please read carefully. 3. Check Number - Matches number in the upper right corner of check. NOT REQUIRED FOR ACH. PAY BY CHECK: (Payable to K&K Insurance Group) YOUR NAME 1234 Main Street Anywhere, OH 00000 PAY TO THE ORDER OF SOUTING ACCOUNT CHECK 1. NUMBER 2. NUMBER 3. NUMBER 3. NUMBER |
| 3. Check Number - Matches number in the upper right corner of check. NOT REQUIRED FOR ACH. PAY BY CHECK: (Payable to K&K Insurance Group) ROUTING 1. NUMBER 2. NUMBER 3. NUMBER |
| PAY BY CHECK: (Payable to K&K Insurance Group) 1. NUMBER 2. NUMBER 3. NUMBER |
| |
| K&K Insurance D&O RPG Program P.O. Box 2338 Fort Wayne, IN 46801-2338 K&K Insurance D&O RPG Program 1712 Magnavox Way Fort Wayne, IN 46801-2338 Fort Wayne, IN 46804 |
| PAY BY CREDIT CARD: |
| • Fax only 1-260-459-5105 |
| O VISA O MASTERCARD O DISCOVER O AMERICAN EXPRESS Card number: |
| CSC # (card security) code: Expiration date: |
| I authorize K&K Insurance Group, Inc. to charge my payment to my credit card in the amount of \$ |
| Print name (as on card): |
| Cardholder signature: |
| Cardholder phone number: () |

FATCA Notice: Please go to Aon.com/FATCA to obtain appropriate W-9.



Markel Insurance Company



Non-Profit Directors And Officers And Organization, Employment Practices, And Third Party Discrimination Liability Application

NOTICE: THE POLICY FOR WHICH APPLICATION IS MADE APPLIES ONLY TO CLAIMS FIRST MADE DURING THE POLICY PERIOD.

| 1. | Full name of organization: _ | | | | | |
|-----|---------------------------------------|--------------------|-------------------|--------------------|-------------------|-------------------------------|
| | Principal business address: | | | | | |
| | Phone #: | Fax #: | | Email: | | |
| | City: | | State: | Zip Code: _ | Webs | ite: |
| | Mailing address if different f | rom principal bu | usiness address | : | | |
| | City: | | | | State: | Zip Code: |
| 2. | Contact person: | | | | | |
| | Title: | Pho | ne #: | | Email: | |
| 3. | Date established: | ; | State of incorpor | ration: | | |
| 4. | FEIN #: | NAICS Code | ə: | | | |
| 5. | O Non-Profit O For-Pr | ofit | | | | |
| 6. | If applicable, provide the nu | mber of club me | emberships: | | | |
| 7. | Provide a description of the | organization's | operations and e | events: | | |
| 8. | Organization's financial info | rmation: | | | | |
| | a. Annual gross revenu | es for the past | 12 months (inclu | ude receipts from | fees, fundraisers | s, memberships, sponsorships, |
| | ticket sales): \$ | | | | | |
| | b. Total Assets: \$ | | | | | |
| | c. Total Liabilities: \$ | | | | | |
| | If any of the above are grea | ter than \$5,000 | ,000, submit fina | ancial statements | s. | |
| 9. | Provide the number of volur | iteers and comp | pensated employ | yees: | | |
| | Volunteers (persons who do | nate their servi | ces): | | | |
| | Full-time compensated e | mployees (over | 30 hours a wee | k for 12 months): | <u>:</u> | |
| | Part-time compensated e | mployees (unde | er 30 hours a we | eek or less than 1 | 12 months): | |
| 10. | Has any insurer cancelled, | rescinded, non- | renewed, or dec | clined any similar | insurance for the | organization, |
| | its predecessors, subsidiari | es, affiliates, or | for any other pe | erson or organiza | tion proposed for | |
| | in the past 5 years? (Not ap | plicable in in M | issouri) | | | O Yes O No |
| | If yes, provide details | | | | | |
| 11. | Insurance: | | | | | |
| | a. Does the organizatio | n currently carry | y Directors And | Officers And Orga | anization and Em | · - |
| | Liability Insurance? If yes, provide: | | | | | O Yes O No |
| | • | | | l imits (| Of Liability: \$ | |
| | Effective Date: | | | | | |
| | b. Does the organizatio | | | ty Insurance? | | ○ Yes ○ No |
| | If yes, provide: | | - | - | | |
| | | | | Limits (| Of Liability: \$ | |
| | Effective Date: | | | | | |

| 12. | | | organization, any of its subsidiaries, or any director or officer been involved in or have knowledge of any pending or ed anti-trust, copyright, or patent litigations within the past 5 years? | | | |
|-----|--------------------------|------|--|--|--|--|
| | OY | 'es | O No | | | |
| | If ye | s, p | rovide details: | | | |
| 13. | | | ve) any judgment(s), settlement(s), payment(s), claim(s), or suit(s) been made against any person(s) nization(s) proposed for this insurance such as would fall within the scope of the proposed insurance? | | | |
| | For | Kar | sas applicants: Has (have) any been within the past 3 years? | | | |
| | 0 | /es | O No | | | |
| | lf y | es, | provide details: | | | |
| 14. | migl | nt a | any person(s) or organization(s) proposed for this insurance aware of any fact, circumstance, incident, or situation which ford grounds for any claim, suit, or notice of incident, including employment practices and third party discrimination, such d fall within the scope of the proposed insurance? | | | |
| | O_{λ} | /es | O No | | | |
| | If ye | s, p | rovide details: | | | |
| 15. | state | e ag | by charges been filed against the organization with the Equal Employment Opportunity Commission or ency within the past 5 years? \bigcirc No | | | |
| | | | | | | |
| | If yes, provide details: | | | | | |
| 16. | Out | side | Directorship: | | | |
| | | a n | any of the organization's directors, trustees, officers, employees, or volunteers serve in any position with on-profit outside entity at the request of the organization? | | | |
| | | 0 | Yes O No | | | |
| | b. | If y | es and coverage is requested, answer the following: | | | |
| | | (1) | Name of non-profit outside entity: | | | |
| | | (2) | Nature of operations of the non-profit outside entity: | | | |
| | | (3) | Position with the non-profit outside entity: | | | |
| | | (4) | Provide the insurer and limits of liability for Directors And Officers Liability Insurance carried by the non-profit outside entity: | | | |
| | | (5) | Has the non-profit outside entity had any judgment(s), settlement(s), payment(s), claim(s) or suit(s) in past 5 years? | | | |
| | | | For Kansas applicants: Has (have) any been within the past 3 years? O Yes O No | | | |
| | | | If yes, provide details | | | |

Fair Credit Report Act Notice: Personal information about you, including information from a credit or other investigative report, may be collected from persons other than you in connection with this application for insurance and subsequent amendments and renewals. Such information as well as other personal and privileged information collected by us or our agents may in certain circumstances be disclosed to third parties without your authorization. Credit scoring information may be used to help determine either your eligibility for insurance or the premium you will be charged. We may use a third party in connection with the development of your score. You may have the right to review your personal information in our files and request correction of any inaccuracies. You may also have the right to request in writing that we consider extraordinary life circumstances in connection with the development of your credit score. These rights may be limited in some states. Please contact your agent or broker to learn how these rights may apply in your state or for instructions on how to submit a request to us for a more detailed description of your rights and our practices regarding personal information.

Fraud Warning: Any person who knowingly and with intent to defraud any Insurance Company or another 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 the person to criminal and civil penalties. (Not applicable in AL, AR, CO, DC, FL, KS, KY, LA, MD, ME, MN, NJ, NM, NY, OH, OK, OR, PA, RI, TN, VA, VT, WA, and WV) (Insurance benefits may also be denied in LA, ME, TN, and VA.)

MAML 025 07 21 Page 2 of 4

STATE FRAUD STATEMENTS

Applicable in AL, AR, DC, LA, MD, NM, RI, and WV

Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or 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. *Applies in MD Only.

Applicable in CO

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.

Applicable in FL and OK

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)*. *Applies in FL Only.

Applicable in KS

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 commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA

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 (not to exceed five thousand dollars and the stated value of the claim for each such violation)*.

*Applies in NY Only.

Applicable in ME, TN, VA and WA

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, and denial of insurance benefits. *Applies in ME Only.

Applicable in MN

A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

Applicable in NJ

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR

Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in VT

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

MAML 025 07 21 Page 3 of 4

NOTICE - PLEASE READ CAREFULLY

NO FACT, CIRCUMSTANCE, OR SITUATION INDICATING THE PROBABILITY OF A CLAIM OR ACTION FOR WHICH COVERAGE MAY BE AFFORDED BY THE PROPOSED INSURANCE IS NOW KNOWN BY ANY PERSON(S) OR ORGANIZATION(S) PROPOSED FOR THIS INSURANCE OTHER THAN THAT WHICH IS DISCLOSED IN THIS APPLICATION. IT IS AGREED BY ALL CONCERNED THAT IF THERE IS KNOWLEDGE OF ANY SUCH FACT, CIRCUMSTANCE, OR SITUATION, ANY CLAIM SUBSEQUENTLY EMANATING THEREFROM WILL BE EXCLUDED FROM COVERAGE UNDER THE PROPOSED INSURANCE.

FOR THE PURPOSE OF THIS APPLICATION, THE UNDERSIGNED AUTHORIZED AGENT OF THE PERSON(S) AND ORGANIZATION(S) PROPOSED FOR THIS INSURANCE DECLARES THAT TO THE BEST OF THEIR KNOWLEDGE AND BELIEF, AFTER REASONABLE INQUIRY, THE STATEMENTS IN THIS APPLICATION AND IN ANY ATTACHMENTS, ARE TRUE AND COMPLETE. THE INSURER AND AFFILIATES THEREOF ARE AUTHORIZED TO MAKE ANY INQUIRY IN CONNECTION WITH THIS APPLICATION. SIGNING THIS APPLICATION DOES NOT BIND THE INSURER TO PROVIDE OR THE ORGANIZATION TO PURCHASE THE INSURANCE.

THIS APPLICATION, INFORMATION SUBMITTED WITH THIS APPLICATION, AND ALL PREVIOUS APPLICATIONS AND MATERIAL CHANGES THERETO ARE CONSIDERED PHYSICALLY ATTACHED TO AND PART OF THE POLICY IF ISSUED. THE INSURER HAVE RELIED UPON THIS APPLICATION AND ALL SUCH ATTACHMENTS IN ISSUING THE POLICY.

IF THE INFORMATION IN THIS APPLICATION AND ANY ATTACHMENT MATERIALLY CHANGES BETWEEN THE DATE THIS APPLICATION IS SIGNED AND THE EFFECTIVE DATE OF THE POLICY, THE ORGANIZATION WILL PROMPTLY NOTIFY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE, WHO MAY MODIFY OR WITHDRAW ANY OUTSTANDING QUOTATION OR AGREEMENT TO BIND COVERAGE.

THE UNDERSIGNED DECLARES THAT THE PERSON(S) AND ORGANIZATION(S) PROPOSED FOR THIS INSURANCE UNDERSTAND THAT:

THE POLICY FOR WHICH THIS APPLICATION IS MADE APPLIES ONLY TO CLAIMS FIRST MADE DURING THE POLICY PERIOD.

REPRESENTATION

The undersigned represents to the Insurer that the person(s) and organization(s) proposed for this insurance understand and accept the notice stated above and further represents that the information contained herein is true and will be the basis of the policy and deemed incorporated therein, should the Insurer evidence its acceptance of this application by issuance of a policy.

The undersigned authorizes the release of claim information from any prior insurer to the Insurer.

This application is signed by undersigned authorized agent of the organization(s) on behalf of the organization(s) and its, directors, officers, and employees.

This application must be signed by president, executive director, or treasurer acting as an authorized agent of the organization within 20 days of the proposed effective date.

| ame of applicant | | Title |
|-------------------------|--------------------|----------------------------|
| gnature of applicant | | Date |
| | INSURANCE AGENT II | NFORMATION (if applicable) |
| Agency name: | | |
| Agency mailing address: | | |
| City: | | State: Zip Code: |
| Agent contact name: | | |
| | | |
| Agency phone #: | Agency fax #: | Agency tax id #: |

MAML 025 07 21 Page 4 of 4