



- o DEERFIELD INSURANCE COMPANY
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## *NonProfitSelect*

### RENEWAL APPLICATION FOR NONPROFIT INDIVIDUAL AND ORGANIZATION INSURANCE INCLUDING EMPLOYMENT PRACTICES LIABILITY

NOTICE: THE POLICY FOR WHICH APPLICATION IS MADE APPLIES ONLY TO "CLAIMS" FIRST MADE DURING THE "POLICY PERIOD" AND REPORTED TO THE INSURER WITHIN SIXTY DAYS AFTER THE END OF THE "POLICY YEAR" IN WHICH THE "CLAIM" WAS FIRST MADE, UNLESS THE EXTENDED REPORTING PERIOD IS EXERCISED. "CLAIM EXPENSES" SHALL BE APPLIED AGAINST THE DEDUCTIBLE. PLEASE READ THE POLICY CAREFULLY.

If space is insufficient to answer any question fully, attach a separate sheet.

1. (a) Full name of Applicant: \_\_\_\_\_
- (b) Principal business premise address: \_\_\_\_\_  

(Street)
(County)

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(City)
(State)
(Zip)
- (c) Name, title, phone, fax and e-mail address of the person designated as the representative of the Applicant to give/receive notices to/from the Insurer on behalf of all persons and entities proposed for this insurance:

(Name)	(Title)	(Entity)
(Phone)	(Fax)	(E-Mail Address)

2. Does the Applicant have a tax exempt status under the U.S. Internal Revenue Service Code? ..... [ ] Yes [ ] No  
If Yes, under what section? \_\_\_\_\_
3. Has the Applicant acquired, created, dissolved or divested any subsidiaries or affiliated companies that are operating as a for profit entity? ..... [ ] Yes [ ] No  
If Yes, provide details. \_\_\_\_\_

4. Provide the following year-end financial information for the last year:

Year	Revenues*	Net Income	Assets	Fund Balance (assets - liabilities)

\* For organizations with annual revenues exceeding \$1,000,000, attached a copy of the Applicant's most recent annual report or audited financial statements and current interim financial statements.

5. Presently, does the Applicant's current liabilities exceed current assets? ..... [ ] Yes [ ] No  
If Yes, provide a copy the Applicant's most recent annual report or audited financial statements.
6. Provide the following information for all locations.

#### Number of Directors, Officers, Trustees and Employees

Number of <b>Full-time</b> (regular, seasonal, temporary and leased)	Number of <b>Part-Time</b> (regular, seasonal, temporary and leased)	Number of Volunteers (including committee members)
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7. Provide the total number of employees and volunteers terminated during the last twelve months:  
 (a) Involuntarily: \_\_\_\_\_ (b) Voluntarily: \_\_\_\_\_
8. Does the Applicant carry General Liability Insurance? ..... [ ] Yes [ ] No

9. During the last twelve months has the Applicant been involved in, or are they presently considering or contemplating:
- (a) A change in the nature of business operations? ..... [ ] Yes [ ] No
  - (b) Any merger, consolidation or acquisition? ..... [ ] Yes [ ] No
  - (c) Any layoffs, staff reductions, early retirements or office closings? ..... [ ] Yes [ ] No
  - (d) Opening any new locations? ..... [ ] Yes [ ] No
  - (e) Forming any new companies? ..... [ ] Yes [ ] No

If Yes to any of the above, provide details. \_\_\_\_\_

10. Has any Insured attended a Markel Midwest, Inc. sponsored Employment Practices Liability loss control seminar? ..... [ ] Yes [ ] No
11. (a) Have all charges filed with the EEOC or state agency during the last twelve months been reported to Markel Midwest, Inc. or the Insurer? ..... [ ] Yes [ ] No [ ] None  
If No, provide details. \_\_\_\_\_
- (b) Have all Nonprofit Organization Liability and Employment Practices Liability claim(s), suit(s) and written charge(s) that were first made during the last twelve months been reported to Markel Midwest, Inc. or the Insurer? ..... [ ] Yes [ ] No [ ] None  
If No, provide details. \_\_\_\_\_

**NOTICE TO THE APPLICANT - PLEASE READ CAREFULLY**

THIS RENEWAL APPLICATION AND ANY MATERIALS SUBMITTED HERewith ARE SUPPLEMENTAL TO ALL APPLICATION(S) AND RENEWAL APPLICATION(S) AND ANY MATERIALS SUBMITTED THEREWITH FOR ALL POLICIES OF WHICH THIS POLICY WOULD BE A RENEWAL. ALL SUCH APPLICATION(S) AND RENEWAL APPLICATION(S) AND ANY MATERIALS SUBMITTED THEREWITH, TOGETHER WITH THIS RENEWAL APPLICATION AND ANY MATERIALS SUBMITTED HERewith, SHALL BE DEEMED ATTACHED HERETO AS IF PHYSICALLY ATTACHED HERETO, AND SHALL CONSTITUTE THE COMPLETE RENEWAL APPLICATION. THE RENEWAL APPLICATION SHALL BE THE BASIS OF THE CONTRACT SHOULD A RENEWAL POLICY BE ISSUED AND WILL BE ATTACHED TO AND BECOME A PART OF THE RENEWAL POLICY. MARKEL MIDWEST, INC. AND THE INSURER WILL HAVE RELIED UPON THIS APPLICATION AND ATTACHMENTS IN ISSUING ANY POLICY.

FOR THE PURPOSE OF THIS APPLICATION, THE UNDERSIGNED AUTHORIZED AGENT OF THE PERSON(S) AND ENTITY(IES) PROPOSED FOR THIS INSURANCE DECLARES THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF, AFTER REASONABLE INQUIRY, THE STATEMENTS IN THIS APPLICATION AND IN ANY ATTACHMENTS, ARE TRUE AND COMPLETE. MARKEL MIDWEST, INC. OR THE INSURER IS AUTHORIZED TO MAKE ANY INQUIRY IN CONNECTION WITH THIS APPLICATION. SIGNING THIS APPLICATION DOES NOT BIND THE INSURER TO PROVIDE OR THE APPLICANT TO PURCHASE THE INSURANCE.

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 APPLICANT WILL PROMPTLY NOTIFY MARKEL MIDWEST, INC., WHO MAY MODIFY OR WITHDRAW ANY OUTSTANDING QUOTATION OR AGREEMENT TO BIND COVERAGE.

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

- (I) THE POLICY FOR WHICH THIS APPLICATION IS MADE APPLIES ONLY TO "CLAIMS" FIRST MADE DURING THE "POLICY PERIOD" AND REPORTED TO THE INSURER WITHIN SIXTY DAYS AFTER THE END OF THE "POLICY YEAR" IN WHICH THE "CLAIM" WAS FIRST MADE UNLESS THE EXTENDED REPORTING PERIOD IS EXERCISED. IF THE EXTENDED REPORTING PERIOD IS EXERCISED, THE POLICY SHALL ALSO APPLY TO "CLAIMS" FIRST MADE DURING THE EXTENDED REPORTING PERIOD AND REPORTED TO THE INSURER DURING THE EXTENDED REPORTING PERIOD OR WITHIN SIXTY DAYS AFTER THE EXPIRATION OF THE EXTENDED REPORTING PERIOD; AND
- (II) "CLAIM EXPENSES" SHALL BE APPLIED AGAINST THE DEDUCTIBLE.

The undersigned hereby authorizes the release of information contained in this application to a loss prevention service provider.

Must be signed by the Chairman, President or Executive Director (within 60 days of the proposed effective date).

\_\_\_\_\_  
Name of Applicant

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

**FLORIDA BUSINESS REQUIRED INFORMATION**

**PRODUCED BY (Insurance Agent or Broker):**

Producer Name: \_\_\_\_\_ Firm Name: \_\_\_\_\_  
Taxpayer ID or Social Security No.: \_\_\_\_\_ Producer License No: \_\_\_\_\_  
Agency: \_\_\_\_\_  
Address (No., Street, City, State and ZIP): \_\_\_\_\_  
\_\_\_\_\_

**Notice to Colorado Applicants:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly 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.

**Notice to Florida Applicants:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**Notice to New Jersey Applicants:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**Notice to New Mexico Applicants:** 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 civil fines and criminal penalties.

**Notice to New York Applicants:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a 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.

**Notice Ohio 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 is guilty of insurance fraud.

**Notice to Oklahoma Applicants:** 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 false, incomplete or misleading information is guilty of a felony.

**Notice to Oregon Applicants:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, may be guilty of insurance fraud and may subject the person to criminal and civil penalties.

**Notice to Tennessee and Virginia Applicants:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

**Notice to Applicants (all other states):** 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 the person to criminal and civil penalties.



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**DISCLOSURE NOTICE OF TERRORISM  
INSURANCE COVERAGE AND ELECTION FORM**

RE: EIC SAMPLE DOCUMENTS  
Risk ID. No.: 3158425

You are hereby notified that under the Terrorism Risk Insurance Act as amended, that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, as *defined in Section 102(1) of the Act*. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that where coverage is provided by this policy for losses caused by certified acts of terrorism, such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under this formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss covered by the federal government under the Act.

You should also know that the Terrorism Risk Insurance Act as amended, contains a \$100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

**SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE**

**PLEASE ENTER "X" IN ONE OF THE BOXES BELOW AND SIGN AND DATE WHERE INDICATED BELOW.**

**Alaska, Florida, Georgia and Oklahoma Applicants:** Please be advised that in the event a policy is purchased, the policy premium will include a 1% surcharge for Terrorism Coverage unless you elect to decline Terrorism Coverage. You need to enter an "X" below if you wish to decline Terrorism Coverage.

	I hereby elect to purchase the Terrorism Coverage required to be offered under the Act. I understand that my policy premium will include a 3% surcharge for this coverage.
	I decline to purchase the Terrorism Coverage required to be offered under the Act. I understand that my policy will be endorsed to exclude the Terrorism Coverage required to be offered under the Act.

\_\_\_\_\_  
Name of Applicant

\_\_\_\_\_  
Title (Officer, partner, etc.)

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

SIGNING this Disclosure Notice does not bind the Applicant or the Insurer or the Underwriting Manager to complete the insurance.