



CARRIER:

## Public Officials Liability for Special Service Districts Application

ALL QUESTIONS MUST BE ANSWERED AND APPLICATION MUST BE SIGNED BY THE PRESIDENT OR CHAIRPERSON OF THE APPLICANT. THIS IS AN APPLICATION FOR A CLAIMS MADE POLICY. PLEASE READ YOUR POLICY CAREFULLY. DEFENSE COSTS SHALL BE APPLIED AGAINST THE RETENTION.

### SECTION I. ORGANIZATION BACKGROUND

1. Name of entity: \_\_\_\_\_  
Primary address: \_\_\_\_\_  
Web site address: \_\_\_\_\_ E-mail address: \_\_\_\_\_  
Person to receive all notices of behalf of the insured: \_\_\_\_\_ Title: \_\_\_\_\_
2. Year entity was established: \_\_\_\_\_
3. Describe service(s)/function: \_\_\_\_\_  
\_\_\_\_\_
4. What does the applicant feel is the greatest exposure for this coverage?  
\_\_\_\_\_
5. Does the applicant have any subsidiary(ies) requiring coverage?  Yes  No  
If "Yes," provide name(s), nature of operation and percentage of ownership the organization has in the subsidiary:  
\_\_\_\_\_

### SECTION II. INSURANCE COVERAGE INFORMATION

6. Current general liability carrier: \_\_\_\_\_
7. Current public officials or directors and officers liability insurance carrier, expiration date, premium, limit, deductible:  
\_\_\_\_\_
8. Has any insurance been declined, cancelled or not renewed in the past five years?  Yes  No  
If "Yes," please explain: \_\_\_\_\_  
\_\_\_\_\_

### SECTION III. DISTRICT INFORMATION

9. Latest bond rating (Standard & Poor's or Moody's): \_\_\_\_\_  
Not applicable (explain): \_\_\_\_\_
10. Has the applicant ever been in default on principal or interest of any bond?  Yes  No  
If "Yes," please explain: \_\_\_\_\_
11. Has the applicant in the past or is the applicant currently in the process of foreclosing on a property due to non-payment of a special assessment?  Yes  No  No assessments issued  
If "Yes," please explain: \_\_\_\_\_
12. Has there been or is there any anticipated reduction in funding in the past or next 12 months?  Yes  No  
If "Yes," please explain: \_\_\_\_\_
13. Do you provide any of the following:  
Power services?  Yes  No  
Loans?  Yes  No If "Yes," # in past 12 months? \_\_\_\_\_ # in default? \_\_\_\_\_  
Inspections of property?  Yes  No If "Yes," please explain: \_\_\_\_\_  
Operate a landfill?  Yes  No If "Yes," is it a hazardous waster or Superfund site?  Yes  No  
Provide security services?  Yes  No If "Yes," please explain: \_\_\_\_\_
14. Have you conducted a survey to evaluation to ensure compliance with all state and federal environmental and hazardous waste laws, rules or recommendations including but not limited to such items as underground storage tanks, pipelines and landfills?  N/A  Yes  No  
If "N/A," please explain: \_\_\_\_\_

15. Has the applicant acquired property in the past two years using "eminent domain" powers?  Yes  No  
 If "Yes," were any of these properties private residences or businesses that were displaced as a result?  Yes  No  
 If "Yes," please explain: \_\_\_\_\_

16. Size of population served: \_\_\_\_\_ If there is any seasonal increase in population, what is the % increase? \_\_\_\_\_

17. Does the applicant have an emergency procedure for natural and terrorist catastrophe?  N/A  Yes  No  
 If "N/A," please explain: \_\_\_\_\_

18. Does the applicant have a written master plan for economic development?  N/A  Yes, date adopted: \_\_\_\_\_  No  
 If "No or N/A," please explain: \_\_\_\_\_

19. Is the applicant involved in public housing management?  Yes  No  
 If "Yes," what was your most recent Public Housing Management Assessment Program score from HUD? \_\_\_\_\_

20. Does the applicant have zoning authority?  Yes  No  
 Please explain: \_\_\_\_\_

21. Has the applicant or any person proposed for coverage (whether or not in the service of applicant) been the subject of or been involved directly or indirectly in any civil, criminal, regulatory, legislative or administrative proceeding(s)?  Yes  No

#### **SECTION IV. EMPLOYMENT PRACTICES LIABILITY**

22. Total number of employees:

	Current 12 months	Prior 12 months	Anticipated Next 12 months
Full-time:	_____	_____	_____
Part-time:	_____	_____	_____
Temporary:	_____	_____	_____
Seasonal:	_____	_____	_____
Independent contractors:	_____	_____	_____
Leased:	_____	_____	_____
Other:	_____	_____	_____

23. Has the organization closed, downsized, laid off, reduced staff, sold, merged or acquired any company in the past 12 months?  Yes  No  
 Does the organization anticipate doing so in the next 12 months?  Yes  No  
 If "Yes," please attach details.

24. Written Guideline Requirements

- Does each entity proposed for insurance have a written e-mail/internet policy currently in place or is willing to implement one?  Yes  No
- Does each entity proposed for insurance have a written anti-discrimination and anti-harassment policy currently in place?  Yes  No

#### **SECTION V. FINANCIAL INFORMATION**

Please provide the following financial information for the last three years. (If the organization is in existence less than three years, provide a budgeted Revenue/Expense statement for the next three years).

Year:	Total Revenues:	Net Income (Loss):	Current Fund Balance*:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

\* Fund balance = Total assets minus total liabilities

If revenues are over \$2 million attach most recent 12-month financial statement (if financial statement is not audited, attach an unaudited 12-month financial statement or an IRS Form 990 tax return).

#### **SECTION VI. CLAIM INFORMATION**

25. Within the last five years has any claim, suit, inquiry, complaint, investigation, indictment or notice of hearing, employment related or otherwise, been made against the entity named in question #1 of this application or any other entity or individual proposed for insurance?  Yes  No  
 If "Yes," please complete a USLI Supplemental Claims application.

26. Is any person proposed for this Insurance aware of any fact, circumstance or situation which may result in a claim, suit, inquiry, complaint or notice of hearing, employment related or otherwise, against the entity named in question #1 of this application or any other entity or individual proposed for insurance?  Yes  No  
 If "Yes," please complete a USLI Supplemental Claims application.

## SECTION VII. FIDUCIARY LIABILITY (AVAILABLE FOR 100 EMPLOYEES OR LESS)

(All questions must be answered in order for fiduciary liability coverage to be bound)

27. Does each pension plan use an outside investment manager?  Yes  No  
*If "No," fiduciary will not be offered.*

28. 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?  Yes  No  
*If "No," please attach details.*

29. 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?  Yes  No  
*If "Yes," please attach details.*

30. Has there been or are there now pending any claim against any proposed Insured arising out of any plan?  Yes  No  
*If "Yes," please attach details.*

31. Does any proposed insured have knowledge or information of any act, error or omission that might give rise to a claim under the proposed fiduciary liability coverage?  Yes  No  
*If "Yes," please attach details.*

32. Is the applicant the sole sponsor of each pension plan?  Yes  No  
*If "No," please attach details.*

### 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.

**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/>.