

**DIRECTORS' AND OFFICERS', ENTITY AND PERSONAL LIABILITY INSURANCE  
 NOT FOR PROFIT APPLICATION**

**IMPORTANT** – Please read these guidance notes before completing the Application. Where further information is required please refer to your Broker.

**PLEASE NOTE** – This Application is for a CLAIMS-MADE policy. A CLAIMS-MADE policy only responds to “claims” made against the Insured and notified to the Insurer during the policy period.

1. This Application, including the Warranties, must be typed or completed in ink with each question answered in full and signed and dated by the Applicant.
2. It is the duty of the Applicant to disclose all material facts to the Insurer as failure to do so may render any Policy voidable or severely prejudice your rights in the event of a claim. Therefore it is crucial that the Applicant answers each question and completes the Warranties only after a full and reasonable enquiry and investigation into the facts.
3. For the purpose of the Application and for all purposes relating to any policy issued pursuant to this Application, a 'Material Fact' shall be deemed to be one that would be likely to influence an Insurer's judgment and acceptance of your Application. If you are in any doubt as what constitutes a 'Material Fact', you should consult your broker.
4. Should there be any material change in the answers given to the questions contained in the Application prior to the inception of the Policy, the Applicant must notify the Insurer and, at the sole discretion of the Underwriters, any outstanding quotations may be modified or withdrawn.
5. Upon acceptance of the Underwriter's terms and conditions and payment of the premium, all information provided by the Applicant, including this Application, addenda (if applicable) and the guidance notes will be deemed to be incorporated in the contract between the Insurer and the Insured and shall be deemed the basis of the contract of insurance.

**COPIES OF THE APPLICATION SHOULD BE RETAINED FOR YOUR OWN RECORDS**

SIGNING OF THIS APPLICATION DOES NOT BIND THE APPLICANT OR THE INSURER TO COMPLETE A CONTRACT OF INSURANCE

1. Full Name of Entity: \_\_\_\_\_  
 \_\_\_\_\_

2. Address of the Registered Office of the Entity: \_\_\_\_\_  
 \_\_\_\_\_  
 Address of Location (if Different from above) \_\_\_\_\_  
 \_\_\_\_\_

3. Entity's Website Address: \_\_\_\_\_  
 \_\_\_\_\_

4. a) Where is the Entity incorporated? \_\_\_\_\_  
 \_\_\_\_\_

b) Date of Incorporation: \_\_\_\_\_  
 \_\_\_\_\_

c) Can the Entity be described as one of the following:

Fraternal Society /Association	<input type="checkbox"/>	Nursing /Retirement Home	<input type="checkbox"/>
Historical Society	<input type="checkbox"/>	Healthcare Provider	<input type="checkbox"/>
Social / Recreation/ Sports / Golf / Country Club	<input type="checkbox"/>	Hospital	<input type="checkbox"/>
Trade / Business Association	<input type="checkbox"/>	Religious Organization	<input type="checkbox"/>
Social / Charitable Organization	<input type="checkbox"/>	University / School	<input type="checkbox"/>
Foundation	<input type="checkbox"/>	Union	<input type="checkbox"/>
Museum	<input type="checkbox"/>		

Other (Please describe) \_\_\_\_\_  
 \_\_\_\_\_

- d) Has the Entity published reports and accounts in the two latest consecutive financial years, which show:
- i. Unqualified reports by independent auditors or accountants Yes  No   
(please refer to definition of unqualified report below)

If the answers to is “**NO**”, please provide further details:

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**DEFINITION OF UNQUALIFIED REPORTS:**

An opinion is said to be unqualified when the Auditor concludes that the Financial Statements give a true and fair view in accordance with the financial reporting framework used for the preparation and presentation of the Financial Statements.

- ii. Litigation or disputes or contingent or extraordinary liabilities Yes  No

If the answer above is “**Yes**”, please provide further details

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- e) Can the Entity pay any and all of its debts as they fall due? Yes  No

If the answer above “**NO**”, please provide further details:

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- f) Does the **Entity** or any person(s) for this insurance:

- i. Provide professional services (e.g. counseling services, referral services, legal aid services, or medical services) to its members or the public, whether or not a fee is charged? Yes  No
- ii. Promote, sponsor or provide any form of insurance to its members or non-members? Yes  No
- iii. Act as a licensing body or assess the qualifications of its members? Yes  No
- iv. Take any disciplinary action or recommend disciplinary action as a result of peer review group activities? Yes  No
- v. Publish and written material, including without limitation magazines, periodicals, technical manuals, or blogs, whether on paper, on the internet or in any other form? Yes  No
- vi. Engage in broadcasting or reproduction of copyrighted material? Yes  No
- vii. Engage in activities such as lobbying, labour negotiation or collective bargaining? Yes  No

**(If the answer to any of the above questions is “Yes”, please provide full details.)**

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- g) Please state - **\*\*ALL POINTS IN g) MUST BE PROVIDED**

Gross Total Operating Budget:	<u>CAD\$: _____</u>	Gross Total Liabilities	<u>CAD\$: _____</u>
Gross Total Assets:	<u>CAD\$: _____</u>	Salaries:	<u>CAD\$: _____</u>
Net Income/Loss:	<u>CAD\$: _____</u>		
Total Directors & Officers:	<u>                    </u>	Total Employees:	<u>                    </u>
		Total Volunteers:	<u>                    </u>

5. After full and reasonable investigation, does the Applicant and Directors and Officers and the Entity and the employees and the trustees and the committee members have any knowledge of the following:

- a) Any intention for the Entity to be acquired by, or merged with, any other Organization, or for there to be any other material change in the ownership of the Organization Yes  No
- b) Any event of the sort referred to in question 5a) having taken place in the last 24 months? Yes  No
- c) Any claims, or circumstances which may give rise to a claim, or any disciplinary proceedings or any complaints having been threatened or intimated or made (successfully or otherwise) against the Directors or Officers or the Entity or the employees or the trustees or committee members or the Applicant in respect of the legal liabilities or loss to which this Application relates? Yes  No

If, Yes, please provide details:

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6. Is insurance sought for claims in respect of:

- a) Coverage for legal liabilities which fall within the legal jurisdiction of the United States of America? If 'Yes', please answer 6 a) i. Yes  No 
  - i Does the Entity have any Employee or Locations or Assets or Shares or Funds or Subsidiary Companies domiciled or incorporated in the United States; and/or Earn Gross Revenue in the United States of America in excess of 30% of Total Gross Revenue? Yes  No
- b) Employee benefit and pension plans? If 'Yes' then answer question 6 b) i. Yes  No 
  - i Can the Organization confirm that all employee benefit and pension plans have no more than 5% of their investments in the shares or other securities of the Organization and that these plans are adequately funded and are neither in deficit or 'run-off' and are approved without qualification by an appropriate independent third party? Yes  No
- c) Employment Practices Liability Entity Cover? Yes  No 
  - i) Does the Entity have written procedures, contracts of employment, personnel files, and employee handbook? Yes  No
  - ii) Does the Entity minute all grievance and disciplinary hearings? Yes  No
  - iii) Does the Entity expect there to be any redundancies or other reductions amongst its employees in the next 24 months? Yes  No
  - iv) Has there been more than 10% of the employees of the Entity resign, or made redundant, or dismissed during the last 24 months? Yes  No
  - v) Does the Entity plan to make any amendments to the employee benefits package in the next 24 months or has done so during the last 24 months? Yes  No

7. Does the Entity have D&O/Management Liability coverage in place? Yes  No

If 'Yes', please answer a) to e) follows:

- a) On what date did the first D&O policy become effective? \_\_\_\_\_
- b) If Known, what is the retro-active date as stated on the current policy (if 'none' or 'not known', state 'N/A')? \_\_\_\_\_
- c) What is the current policy Limit? CAD\$ \_\_\_\_\_
- d) What is the current premium? CAD\$ \_\_\_\_\_
- e) What is the name of current insurer? \_\_\_\_\_

8. Please select which of the following Limits of Liability are sought for quotation:

- CAD\$1,000,000       CAD\$2,000,000       CAD\$5,000,000       Other: CAD \$ \_\_\_\_\_

9. WARRANTIES

ALL PROPOSED INSUREDS AND (WHERE APPLICABLE) THE BENEFIT PROGRAM DO HEREBY PROVIDE THE FOLLOWING WARRANTIES TO THE INSURER:

a) No Claim or Derivative Demand which would, had insurance similar to that now proposed been in force, have been covered under that insurance has been made or is now pending against any proposed Insured, whether the Insured Persons, the Entity or the Benefit Program, except as follows: **(If the answer is "none", please check here )**

b) No fact, circumstance or situation indicating the possibility of a Claim or Derivative Demand which would be covered under the proposed insurance is now known to any proposed Insured or to any Benefit Program, other than that which is disclosed in this Application except as follows: **(If the answer is "none", please check here )**

c) No similar insurance sought or purchased by the Entity or the Benefit Program has been declined or cancelled or renewal thereof refused, except as follows: **(If the answer is "none", please check here )**

d) Neither the Entity nor the Benefit Program nor any of the Insured Persons has been involved in or has any knowledge of any currently pending insolvency and/or bankruptcy, anti-trust, combines, price fixing, restraint of trade, tax, copyright, patent, securities law, or regulation infringement or government regulation or administrative proceedings against the Entity, the Benefit Program and/or the Insured Persons, except as follows: **(If the answer is "none", please check here )**

e) The undersigned signatory of the Entity is duly authorized to make representation and to sign on behalf of all of the Insured Persons and the Entity and the Benefit Program and declares that the statements herein are true and complete.

f) The undersigned signatory of the Entity declares that the financial statements submitted with this Application are representative of the current financial position of the Entity and the Benefit Program.

10. AGREEMENT TO CONDITIONS

BY SUBMITTING THIS APPLICATION, ALL PROPOSED INSUREDS AGREE TO AND ACCEPT THE FOLLOWING CONDITIONS:

a) Any Claim or Derivative Demand contemplated by Question 9 a) or b) or resulting from, arising out of or in any way involving facts or circumstances or situations contemplated by Questions 9 b), will be excluded from coverage under the proposed insurance, whether or not it is disclosed in the Application.

b) The signature and submission of the Application does not bind the Insurer to underwrite the proposed Policy.

c) The Insurer is authorized to make any investigation and inquire in connection with this Application that it may deem necessary.

d) **En soumettant la présente proposition en anglais les assurés proposés reconnaissent qu'ils ont expressément demandé que la police, si elle est émise, ainsi que tout avenant ou renouvellement future, soient rédigés en anglais.**

**In completing the Application in English, the Proposed Insureds hereby acknowledge that they have specifically requested that the Policy, if issued, as well as any endorsement thereto or renewal thereof, be drawn up in English.**



BROKER SOLUTION CENTRE

**PRIVACY DISCLOSURE AND CONSENT**

The undersigned authorized signatory of the Entity acknowledges that any personal information provided in connection with the insurance applied for, including but not limited to the information contained in this Application, has been collected in accordance with all applicable privacy legislation. The undersigned confirms that all necessary consents have been obtained for the collection, use and disclosure of such information for the purposes of any investigation and inquiry in connection with this Application for insurance and, if applicable, investigating and settling claims, detecting and preventing fraud, and acting as required or authorized by law.

\_\_\_\_\_  
Entity (Print)

\_\_\_\_\_  
Name of Chairperson of the Board or President (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Chairperson of the Board or President

\_\_\_\_\_  
Brokerage:

\_\_\_\_\_  
Broker e-mail:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Broker signature: