



# Swett & Crawford

## Fiduciary Liability Application

NOTICE: THE POLICY PROVIDES THAT THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED FOR LEGAL DEFENSE. FURTHER NOTE THAT AMOUNTS INCURRED FOR LEGAL DEFENSE SHALL BE APPLIED AGAINST THE RETENTION AMOUNT

IF A POLICY IS ISSUED, IT WILL BE ON A CLAIMS-MADE BASIS.

### 1. Applicant

- (a) Sponsor Organization \_\_\_\_\_
- (b) Address \_\_\_\_\_
- (c) Nature of business (include primary SIC code) \_\_\_\_\_
- (d) State (or jurisdiction) of incorporation \_\_\_\_\_
- (e) Total assets of the Sponsor Organization \$ \_\_\_\_\_
- (f) Total assets of all plans \$ \_\_\_\_\_
- (g) Amount of insurance requested \$ \_\_\_\_\_
- (h) Self-insured retention requested (each loss) \$ \_\_\_\_\_

### 2. List all plans for which coverage is requested;

Full name of plan to be covered	Total assets (Market Value)	# of Participants	Qualified plan Y/N	Type of Plan (W=welfare benefit) (DC= defined contribution) (DB=defined benefit) (O=Other)	Does the plan invest in or provide options to invest in employer securities? (Y/N)	Are all assets managed by a (non-employee) investment manager as defined in ERISA? (Y/N)*

(List any additional plans on an attachment. If there is an attachment, check here: \_\_\_\_\_ )

\*If "Yes," please answer questions 3 and 4 below. If "No" or if only some assets are invested by an investment manager (as defined in ERISA) please provide details on an attachment.

**Please answer 3-16 only with respect to plans for which coverage is requested.**

- 3. How often is the investment manager's performance reviewed? Monthly \_\_\_\_\_ Quarterly \_\_\_\_\_ Semi-annually \_\_\_\_\_ Other \_\_\_\_\_ (If "other," please explain) \_\_\_\_\_
- 4. How often are the investment manager's guidelines for investment fixed by the fiduciaries? Semi-annually \_\_\_\_\_ Annually \_\_\_\_\_ Bi-annually \_\_\_\_\_ Other \_\_\_\_\_ (If "other," please explain.) \_\_\_\_\_
- 5. Is any plan(s) a multi-employer or multiple employer plan?  Yes  No (If "Yes," list such plans on an attachment.)
- 6. Does any plan(s) employ the investment, trustee, actuarial, legal, administrative or benefits consulting services of any outside provider(s)?  Yes  No (If 'Yes,' indicate on an attachment the name(s) of the organization(s), the service(s) they provide and the plan(s) for which services are provided.)
- 7. Does any plan(s) hold any contract with a guaranteed return (including Guaranteed Investment Contracts (GICs), Guaranteed Annuity Contracts (GACS) or Bank Investment Contracts (BICs))?  Yes  No (If "Yes," please attach complete details for each such plan, including plan name, name of contract provider, the market value of each contract and the date(s) the contract(s) expires.)
- 8. Has any plan requested or contemplated filing a request for termination?  Yes  No (If "Yes" attach complete details for each such plan.)
- 9. In the past two years, has there been any amendment(s) to any plan(s), or has any amendment been contemplated, has resulted in or may result in any change or reduction of benefits, including but not limited to an increase in participants' share of costs?  Yes  No (If "Yes," attach a description of the amendment(s).)
- 10. Has any plan or portion of any plan been spun off (sold), transferred, or terminated?  Yes  No (If "Yes," attach the following information for such plan(s): Date of sale or termination, whether assets have been fully distributed reverted to a party other than the plan participants and name of annuity provider if benefits have been secured by annuities.)





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11. In the last 12 months has there been, or is there now under consideration, any merger, acquisition, restructuring or consolidation of or by the sponsor organization or any of its subsidiaries that has resulted in or may result in plan participants transferring to another plan, company or subsidiary?  
 Yes  No (If "Yes" attach complete details including copies of materials distributed to employees relating to such transfer(s), date or expected date of the transfer(s), and most recent financial statements for any created or acquired subsidiaries).

**Question 12 applies only to defined benefit plans. If there are no defined benefit plans, please skip to question 13.**

12. (a) Are all defined benefit plans adequately funded in accordance with ERISA or any applicable similar common or statutory law of the United States, Canada or any state or other jurisdiction anywhere \plain in the \b world, as attested to by an actuary  Yes  No (If "No," attach complete details.)
- (b) Are there any overdue employer contributions for any plan, or has any plan requested or contemplated filing a request for a waiver of contributions?  Yes  No (If "Yes," attach complete details including the plan name and the amount of any overdue employer contributions for each such plan.)
- (c) For each defined benefit plan, in how many years will full funding be achieved? \_\_\_\_\_  
 (If additional space is needed, add as an attachment.)
13. Has there been, or is there now pending, any claim(s) against any proposed insured arising out of any plan?  Yes  No  
 (If "Yes," attach complete details.)
14. Does any proposed insured have knowledge or information of any act, error or omission which might give rise to a claim under the proposed policy?  
 Yes  No (If "Yes," attach complete details.)
15. Is there any known violation(s) of ERISA or any similar common or statutory law of the United States, Canada or any state or other jurisdiction anywhere in the world to which a Plan is subject?  Yes  No (If "Yes," attach complete details.)
16. Has there been or is there now pending any inquiry, investigation or communication which could give rise to a claim under this policy?  
 Yes  No. (If "Yes," attach complete details.)

**Prior Insurance**

17. If there is fiduciary liability insurance currently in force with another insurer please indicate below. If no coverage is carried, check here \_\_\_\_\_  
 (a) Insurer \_\_\_\_\_  
 (b) Limit of liability \_\_\_\_\_  
 (c) Self-insured retention \$ \_\_\_\_\_  
 (d) Policy expiration date \_\_\_\_\_  
 (e) Premium (indicate whether for one year or other period) \$ \_\_\_\_\_  
 (f) Loss experience: (Attach complete details). If no losses, check here \_\_\_\_\_
18. Has similar insurance ever been refused, canceled or non-renewed? \*  Yes  No (If "Yes," attach complete details including date and reason.)
19. If there is ERISA fidelity bond coverage currently in force with another insurer, please indicate below. If no coverage is carried, check here \_\_\_\_\_  
 (a) Insurer \_\_\_\_\_  
 (b) Limit of Liability \_\_\_\_\_  
 (c) Premium\$ \_\_\_\_\_
20. Has any fidelity bond for any plan ever been refused, canceled or non-renewed?  Yes  No (if "Yes," attach complete details.)
21. Name of Risk Manager (or equivalent position) \_\_\_\_\_
22. Name of General Counsel \_\_\_\_\_
23. Name and location (city) of outside law firm for benefits and ERISA litigation matters \_\_\_\_\_

**Please submit the following:**

- For the five largest pension plans (in terms of total assets), copies of the latest CPA-audited financial statements, with investment portfolios. (If plan assets are held in a master trust, submit master trust investment portfolio.);
- For each plan (or plan feature) that is designed to invest primarily in securities of the Sponsor Organization, the latest CPA-audited financial statement (with investment portfolio) and a completed ESOP Questionnaire;
- Written plan description(s) and latest financial statement(s), if applicable, for any non-qualified plan(s);
- Latest annual report for the Sponsor Organization;
- Latest interim financial statements for the Sponsor Organization.

IN GRANTING COVERAGE TO ANY OF THE INSURED, THE INSURER HAS RELIED UPON THE DECLARATIONS AND STATEMENTS IN THIS APPLICATION FOR COVERAGE. ALL SUCH DECLARATIONS AND STATEMENTS ARE THE BASIS OF COVERAGE AND SHALL BE CONSIDERED INCORPORATED IN AND CONSTITUTING PART OF THE POLICY SHOULD ONE BE ISSUED. WITH RESPECT TO SUCH DECLARATIONS AND STATEMENTS, NO STATEMENTS MADE OR KNOWLEDGE POSSESSED BY ANY INSURED (OTHER THAN KNOWLEDGE OR





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INFORMATION POSSESSED BY THE PERSON(S) ACTUALLY EXECUTING THE APPLICATION) SHALL BE IMPUTED TO ANY OTHER INSURED TO DETERMINE WHETHER COVERAGE IS AVAILABLE FOR ANY CLAIM MADE AGAINST SUCH OTHER INSURED.

THE UNDERSIGNED AUTHORIZED FIDUCIARY HEREBY DECLARES THAT THE STATEMENTS SET FORTH HEREIN ARE TRUE. THE UNDERSIGNED AGREES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF THE INSURANCE, HE/SHE (UNDERSIGNED) WILL, IN ORDER FOR THE INFORMATION TO BE ACCURATE ON THE EFFECTIVE DATE OF THE INSURANCE, IMMEDIATELY NOTIFY THE INSURER OF SUCH CHANGES AND THE INSURER MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATION OR AGREEMENT TO BIND THE INSURANCE.

SIGNING OF THIS APPLICATION DOES NOT BIND THE APPLICANT OR THE INSURER TO COMPLETE THE INSURANCE, BUT IT IS AGREED THAT THIS APPLICATION SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BE ATTACHED TO AND BECOME PART OF THE POLICY

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION ARE HEREBY INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART HEREOF. NOTHING CONTAINED HEREIN OR INCORPORATED HEREIN BY REFERENCE SHALL CONSTITUTE NOTICE OF A CLAIM OR POTENTIAL CLAIM SO AS TO TRIGGER COVERAGE UNDER ANY CONTRACT OF INSURANCE.

PLEASE READ THE FOLLOWING STATEMENT CAREFULLY AND SIGN BELOW WHERE INDICATED. IF A POLICY IS ISSUED THIS STATEMENT IS INCORPORATED IN AND BECOMES A PART OF SUCH POLICY

The undersigned authorized fiduciary hereby acknowledges that he/she is aware that the limit of liability contained in this policy shall be reduced, and may be completely exhausted, by the costs of legal defense and, in such event, the Insurer shall not be liable for the costs of legal defense or for the amount of any judgment or settlement to the extent that such exceeds the limit of liability of this policy.

The undersigned authorized fiduciary hereby further acknowledges that he/she is aware that legal defense costs that are incurred shall be applied against the retention amount.

SIGNED \_\_\_\_\_

DATE \_\_\_\_\_

PRINT NAME\ \_\_\_\_\_

ATTEST \_\_\_\_\_

TITLE \_\_\_\_\_

BROKER \_\_\_\_\_

(Must be signed by a current fiduciary)

ADDRESS \_\_\_\_\_

\_\_\_\_\_

