

Minnesota Joint Underwriting Association  
12400 Portland Ave S, Suite 190  
Burnsville, MN 55337  
1-800-552-0013 or 952-641-0260  
Fax: 952-641-0274  
[www.mjua.org](http://www.mjua.org)

GUARDIAN AD LITEM INSURANCE APPLICATION  
FOR CLAIMS MADE COVERAGE

1. Name and mailing address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_ County: \_\_\_\_\_

Agent : \_\_\_\_\_ Phone: \_\_\_\_\_

2. The proposed named insured is:

Individual  Partnership  Joint Venture  Corporation  Other

3. List of officers, partners or the name of individual:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

If the proposed name insured is not an individual, the total number of guardians ad litem employed in the organization: \_\_\_\_\_

**Important:** If the proposed named insured is not an individual and employs more than one guardian ad litem, complete a supplemental application for each guardian ad litem and attach to this application.

4. Proposed: Effective date: \_\_\_\_\_ Ending date: July 1st

Limit per occurrence: \$ \_\_\_\_\_

Aggregate limit: \$ \_\_\_\_\_

5. Years in service as a guardian ad litem: \_\_\_\_\_
6. Greatest number of guardian ad litem children that you will be representing at any one time: \_\_\_\_\_
7. Total number of guardian ad litem cases in which you expect to serve as a guardian ad litem during the next twelve months: \_\_\_\_\_

	Yes	No
8. Are you certified as a guardian ad litem?	_____	_____

In which countries? \_\_\_\_\_

Please list name, address, and phone number of certifying Authority. \_\_\_\_\_

9. Will any of the children represented by you be involved in Court proceedings dealing with the following:

Neglect	_____	_____
Dependency	_____	_____
Termination of parental rights	_____	_____
Custody	_____	_____

10. Will you be accountable to any program coordinator, peer supervisor, outside agency, or consultant? If yes, please specify names, titles, and phone numbers. \_\_\_\_\_

11. Have you or any of your employees ever been convicted of a felony or gross misdemeanor? If yes, explain (include dates, locations, infractions and penalties). \_\_\_\_\_

12. Are you or any of your employees under investigation for or have a previous record of sexual abuse? \_\_\_\_\_

13. Are you or any of your employees a licensed attorney? If yes, specify company with whom you have lawyers professional liability coverage and policy number. \_\_\_\_\_

PRIOR CARRIER INFORMATION

Year	Carrier	Policy Number	Limits BI/PD	Annual Premium

LOSS AND CLAIM HISTORY

Enter all losses and claims for the prior 5 years. Add separate sheets if necessary.

Date of loss: \_\_\_\_\_ Type of loss: \_\_\_\_\_

Amount paid: \_\_\_\_\_ Reserve: \_\_\_\_\_

Description: \_\_\_\_\_

Date of loss: \_\_\_\_\_ Type of loss: \_\_\_\_\_

Amount paid: \_\_\_\_\_ Reserve: \_\_\_\_\_

Description: \_\_\_\_\_

Comments: \_\_\_\_\_

**APPLICATION REQUIREMENT**

*AS PART OF YOUR APPLICATION, YOU ARE REQUIRED TO SUBMIT ONE REJECTION OF COVERAGE FROM A STANDARD INSURANCE CARRIER.*

*A WRITTEN QUOTE PROVIDED BY AN INSURER AT A RATE IN EXCESS OF 110% OF PLAN RATES FOR SIMILAR COVERAGE IS DEEMED TO BE A WRITTEN REJECTION.*

Does the applicant conduct any activities outside the state of Minnesota for which the applicant is applying for insurance from MJUA?

No  Yes

If Yes, identify the percentage amount of the applicant's activities conducted outside the state of Minnesota; the states in which those activities are conducted; and describe such activities.

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Is the insurance for which the applicant is applying for from MJUA required by statute, ordinance, or otherwise required by Minnesota law?

No  Yes

If Yes, identify the statute, ordinance, or Minnesota law requiring such insurance.

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THE FOLLOWING QUESTIONS MUST BE ANSWERED BY ALL APPLICANTS. ("Yes" answers do not require explanation)

Does the applicant understand that the insurance being applied for does not cover, and will not indemnify, the applicant for any liability or loss arising from the applicant's activities that are conducted substantially outside the state of Minnesota, unless required by statute, ordinance, or otherwise required by Minnesota law.

No  Yes

I, the undersigned, certify and attest on behalf of the applicant that I have been unable to obtain through ordinary methods, the insurance I am applying for with this application and the information contained in this application is true and complete.

No  Yes

Please identify the name of the insurance company who has refused to provide coverage to the applicant and the date of the refusal.

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Was the refusal to provide coverage by another insurer based on an offer of coverage at a rate in excess of the rate that would be charged by the MJUA for similar coverage and risk?

No  Yes

If Yes, and the rate for coverage offered is more than 10% in excess of the MJUA's rates for similar coverage and risk, or 20% in excess of the MJUA's rates for liquor liability coverages, attach a copy of such written offer to this application. *NOTE that*

*pursuant to Minn. Stat. 62I.13, Subd. 2, "[i]t shall not be deemed to be a written notice of refusal if the rate for coverage offered is less than ten percent in excess of the joint underwriting association rates for similar coverage and risk or 20 percent in excess of the Joint Underwriting Association rates for liquor liability coverages."*

If No, provide further explanation.

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The applicant agrees, represents and warrants that the statements and information contained in the application for insurance, including all statements, information and documents accompanying or relating to the application are accurate and complete and no facts have been suppressed, omitted or misstated. Failure to fully disclose the information requested in the application for insurance, whether by omission or suppression, or any misrepresentation in the statements, information and documents accompanying or relating to the application renders coverage for any claim(s) null and void and entitles us to rescind the policy from its inception.

I, the undersigned, certify and attest that the information contained in this application is true and complete, and that I have been unable to obtain through ordinary methods the insurance applied for with this application.

Signature of applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Agent: \_\_\_\_\_ Date: \_\_\_\_\_

Agent: \_\_\_\_\_ Agency: \_\_\_\_\_

Agency Address: Street: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Agent Phone: \_\_\_\_\_ Agent Fax: \_\_\_\_\_

Agent Email: \_\_\_\_\_ Agency Fed Tax ID: \_\_\_\_\_

## POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is included in your policy. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act: The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, 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 certain air carriers or vessels 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. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers’ liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The portion of your annual premium that is attributable to coverage for acts of terrorism is, and does not include any charges for the portion of losses covered by the United States government under the Act.

I ACKNOWLEDGE THAT I HAVE BEEN NOTIFIED THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER MY POLICY COVERAGE MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE MY COVERAGE, AND I HAVE BEEN NOTIFIED OF THE PORTION OF MY PREMIUM ATTRIBUTABLE TO SUCH COVERAGE.

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Policyholder/Applicant’s Signature

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Print Name

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Date

Name of Insurer: Minnesota Joint Underwriting Association

Policy Number: \_\_\_\_\_