



## **EMPLOYMENT PRACTICES LIABILITY INSURANCE APPLICATION**

**NOTICE: THE POLICY FOR WHICH THIS APPLICATION IS MADE IS A CLAIMS MADE AND REPORTED POLICY SUBJECT TO ITS TERMS. THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSUREDS DURING THE POLICY PERIOD PROVIDED SUCH CLAIM IS REPORTED IN WRITING TO THE UNDERWRITERS AS SOON AS PRACTICABLE BUT IN NO EVENT LATER THAN THE END OF THE POLICY PERIOD, IN ACCORDANCE WITH THE APPLICABLE EXTENSION PERIOD, OR 60 DAYS AFTER THE POLICY PERIOD EXPIRATION DATE IN THE CASE OF A CLAIM FIRST MADE DURING THE LAST 60 DAYS OF THE POLICY PERIOD. AMOUNTS INCURRED AS DEFENSE COSTS SHALL REDUCE AND MAY EXHAUST THE APPLICABLE LIMIT(S) OF LIABILITY AND ARE SUBJECT TO THE APPLICABLE RETENTIONS. THE UNDERWRITERS HAVE NO OBLIGATION TO PAY DEFENSE COSTS OR ANY SETTLEMENTS OR JUDGMENTS ONCE THE APPLICABLE LIMIT OF LIABILITY IS EXHAUSTED. PLEASE READ THIS POLICY CAREFULLY.**

**NOTICE TO NEW YORK APPLICANTS: THE POLICY FOR WHICH THIS APPLICATION IS MADE IS A CLAIMS MADE POLICY. UPON TERMINATION OF COVERAGE FOR ANY REASON A 60-DAY AUTOMATIC EXTENSION PERIOD WILL APPLY. FOR AN ADDITIONAL PREMIUM, AN OPTIONAL EXTENSION PERIOD CAN BE PURCHASED AS INDICATED IN ITEM 7. OF THE DECLARATIONS. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY ONLY APPLIES TO CLAIMS FIRST MADE DURING THE POLICY PERIOD, THE AUTOMATIC EXTENSION PERIOD OR, IF APPLICABLE, THE OPTIONAL EXTENSION PERIOD. NO COVERAGE EXISTS FOR CLAIMS MADE AFTER THE END OF THE POLICY PERIOD AND THE AUTOMATIC EXTENSION PERIOD UNLESS, AND TO THE EXTENT, THE OPTIONAL EXTENSION PERIOD APPLIES. NO COVERAGE WILL EXIST AFTER THE EXPIRATION OF THE AUTOMATIC EXTENSION PERIOD OR, IF PURCHASED, THE OPTIONAL EXTENSION PERIOD, WHICH MAY RESULT IN A POTENTIAL COVERAGE GAP IF PRIOR ACTS COVERAGE IS NOT SUBSEQUENTLY PROVIDED BY ANOTHER INSURER. DURING THE FIRST SEVERAL YEARS OF A CLAIMS-MADE RELATIONSHIP, CLAIMS-MADE RATES ARE COMPARATIVELY LOWER THAN OCCURRENCE RATES, AND THE INSURED CAN EXPECT SUBSTANTIAL ANNUAL PREMIUM INCREASES, INDEPENDENT OF OVERALL RATE INCREASES, UNTIL THE CLAIMS-MADE RELATIONSHIP REACHES MATURITY. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS SHALL BE REDUCED AND MAY BE EXHAUSTED BY DEFENSE COSTS AND DEFENSE COSTS SHALL BE APPLIED TO THE RETENTION. THE UNDERWRITERS ARE NOT OBLIGATED TO PAY ANY LOSS AFTER THE LIMIT OF LIABILITY HAS BEEN EXHAUSTED BY PAYMENT OF LOSS. PLEASE READ THIS POLICY CAREFULLY.**

**NOTICE TO MINNESOTA APPLICANTS: THE POLICY FOR WHICH THIS APPLICATION IS MADE IS A CLAIMS MADE AND REPORTED POLICY SUBJECT TO ITS TERMS. THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSUREDS DURING THE POLICY PERIOD PROVIDED SUCH CLAIM IS REPORTED TO THE UNDERWRITERS OR THE UNDERWRITERS' AGENT OR BROKER AS SOON AS PRACTICABLE BUT IN NO EVENT LATER THAN THE END OF THE POLICY PERIOD, IN ACCORDANCE WITH THE OPTIONAL EXTENSION PERIOD, OR 60 DAYS AFTER THE POLICY PERIOD EXPIRATION DATE IN THE CASE OF A CLAIM FIRST MADE DURING THE LAST 60 DAYS OF THE POLICY PERIOD. THIS MEANS THAT ONLY CLAIMS ACTUALLY MADE DURING THE POLICY PERIOD ARE COVERED UNLESS COVERAGE FOR AN OPTIONAL EXTENSION PERIOD IS PURCHASED. IF AN OPTIONAL EXTENSION PERIOD IS NOT MADE AVAILABLE TO YOU, YOU RISK HAVING GAPS IN COVERAGE WHEN SWITCHING FROM ONE COMPANY TO ANOTHER. MOREOVER, EVEN IF SUCH A REPORTING PERIOD IS MADE AVAILABLE TO YOU, YOU MAY STILL BE PERSONALLY LIABLE FOR CLAIMS REPORTED AFTER THE PERIOD EXPIRES. CLAIMS MADE POLICIES MAY NOT PROVIDE COVERAGE FOR WRONGFUL ACTS COMMITTED BEFORE A FIXED RETROACTIVE DATE. RATES FOR CLAIMS MADE POLICIES ARE DISCOUNTED IN THE EARLY YEARS OF A POLICY, BUT INCREASE STEADILY OVER TIME. AMOUNTS INCURRED AS DEFENSE COSTS SHALL REDUCE AND MAY EXHAUST THE APPLICABLE LIMITS OF LIABILITY AND ARE SUBJECT TO THE RETENTIONS. PLEASE READ THIS POLICY CAREFULLY.**

Please fully answer all questions and submit all requested information. Terms appearing in bold face in this **Application** are defined in the Policy and have the same meaning in this **Application** as in the Policy. If you do not have a copy of the Policy, please request it from your agent or broker. This **Application**, including all materials submitted herewith, shall be held in confidence.

**I. ORGANIZATIONAL INFORMATION:**

Applicant Name:		Years in Business	
Principal Address:			
Primary Business Activity:		SIC Code/NAICS Code	
Business Organization: Corporation ___ Partnership ___ Limited Liability Corporation ___ Other ___			

If Applicant is a subsidiary of another company, please provide the name of the Parent Company:

**II. FINANCIAL DATA :**

Current assets: \$	Current liabilities: \$	Net income/loss: \$
Negative cash flow? Yes <input type="checkbox"/> No <input type="checkbox"/>	If yes, how much? \$	Annual Revenues: \$

Has the Applicant received a going concern opinion from an auditor? Yes  No

**III. COVERAGE REQUESTED AND CURRENT INSURANCE INFORMATION:**

	D&O	EPL	Fiduciary	E&O	Fidel/Crime
<b>Current:</b>					
Limit/Retention					
Premium					
Insurer					
Policy Period					
<b>Requested:</b>					
Limit/Retention					
Effective Date					

**APPLICANTS IN MISSOURI: DO NOT ANSWER THE FOLLOWING QUESTION.**

Have any of the Applicant's current liability insurers indicated intent not to offer renewal terms?  Yes  No  
*If Yes, please attach details.*

**IV. EMPLOYMENT PRACTICES LIABILITY COVERAGE *Please complete only if applying for this coverage:***

A. Does the Applicant have a full time Human Resources Department Manager?  Yes  No  
 Human Resources Manager contact information:

Name:	Phone:	Email:
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B. Total number of **Employees** of Applicant including all **Subsidiaries** and all leased and seasonal employees and independent contractors:

	Current Year	1 Year Ago	2 Years Ago
Full Time:			
Part Time:			
Terminated: (involuntary)			
Resigned: (voluntary)			
Layoffs:			

C. Number of employees that are in the following salary ranges (salary includes bonuses and commissions):

\$50,000 or less:	\$50,000 - \$100,000:	\$100,000 and above:
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D. Locations of Applicant by state or country (if foreign) and number of employees for each (attach schedule if necessary):

State or Country	# of Employees	# of locations		State or Country	# of Employees	# of locations

E. Does the Applicant have an employee handbook?

Yes  No

1. Has the handbook been reviewed by legal counsel in the past 5 years?

Yes  No

2. Does the handbook include or does Applicant have written policies and procedures for:

a. Equal Opportunity Employment/Anti-discrimination

Yes  No

b. Employment "at will"

Yes  No

c. Anti-sexual harassment/Handling complaints of sexual harassment and other discrimination

Yes  No

d. Handling other employee grievances or complaints

Yes  No

e. ADA accommodations

Yes  No

3. Does the Applicant:

a. Review all terminations with human resources or legal counsel?

Yes  No

b. Provide training for anti-discrimination or anti-sexual harassment and other written policies?

Yes  No

c. Use severance pay/releases for terminations?

Yes  No

d. Provide written performance evaluations?

Yes  No

F. Is the Applicant a Federal Contractor?

Yes  No

1. If Yes, does Applicant have an Affirmative Action Plan?

Yes  No

2. Has the Applicant been the subject of an OFCCP audit?

Yes  No

If Yes, please attach details.

G. Does the Applicant contemplate in the next twelve months any employee layoffs, including anything resulting from a branch, location, facility, office or subsidiary closing or consolidation?

Yes  No

If Yes, how many employees will be impacted? \_\_\_\_\_

H. If, during the next twelve (12) months, circumstances of which you are currently unaware make it necessary for you to decrease the number of your Employees by five percent (5%) through the reorganization, restructuring, reduction in force, downsizing of operations or closure of one or more plants or places of business, do you agree that you will consult with and follow the recommendations of legal counsel experienced in employment

law prior to any such downsizing, reorganization, restructuring, reduction in force, change in number of

Employees or closure?  Yes  No

I. How many employees are union members? \_\_\_\_\_

## V. LOSS HISTORY:

### A. Employment Practices Liability:

1. Have any civil or criminal charges, claims, losses, lawsuits, administrative proceedings, hearings or demands been made against the Applicant or any entity or person proposed for this insurance during the past five (5) years which could fall within the scope of this proposed insurance, whether or not insured, including without limitation any claim involving (a) employees or independent contractors; (b) class action suits or (c) investigations by the Department of Labor, or similar state or foreign agency?  Yes  No

2. Have any losses, lawsuits, administrative proceedings, hearings or demands been made against the Applicant or any entity or person proposed for this insurance during the past five (5) years alleging violation of any **Wage and Hour Law**?  Yes  No

*If Yes to any question in **Loss History** above, please provide details for each including, as applicable, the type of claim, proceeding or complaint; how it was resolved or whether it is still pending, any amounts paid as defense, settlement or damages and whether any insurance responded to the claim as well as any corrective actions taken as a result of or in response to the claim.*

## VI. REPRESENTATION:

As of the date of this Application, does any Applicant, director, officer or other proposed **Insured** have knowledge or information of any fact, circumstance, situation, event or transaction which may give rise to a claim under this proposed insurance?  Yes  No

*If Yes, please provide details.*

It is agreed that any **Claim** based upon or arising out of any claim or fact, circumstance, situation, event or transaction which was or should have been disclosed in the **Representation** above is excluded from coverage under the proposed insurance.

## VII. ATTACHMENTS:

Attach the following materials regarding the Applicant:

If Applicant has over 250 employees, a copy of the most current EE01 report; and

If Applicant has over 1000 employees, a copy of the employee handbook.

The undersigned declares that the statements set forth herein are true. For New Hampshire Applicants, the foregoing statement is limited to the best of the undersigned's knowledge, after reasonable inquiry. 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 will, in order for the information to be accurate on the effective date of the insurance, immediately notify the Underwriters of such changes, and the Underwriters may withdraw or modify any outstanding quotations or authorizations or agreements to bind the insurance.

Signing of this Application does not bind the Applicant or the Underwriters to complete the insurance, but it is represented that the statements contained in this Application and the materials submitted herewith are the basis of the contract should a policy be issued and have been relied upon by the Underwriters in issuing any policy. The Underwriters are authorized to make any investigation and inquiry in connection with this application as it deems necessary.

All written statements and materials furnished to the Underwriters in conjunction with this Application are hereby incorporated by reference into this Application and made a part hereof. This Application and materials submitted with it shall be retained on file with the Underwriters and shall be deemed attached to and become part of the policy if issued. For Applicants in North Carolina, Utah and Wisconsin, this Application and the materials submitted with it shall become part of the policy, if issued, if attached to the policy at issuance.

#### FRAUD WARNINGS

**ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT (S)HE IS FACILITATING A FRAUD AGAINST THE UNDERWRITER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT MAY BE GUILTY OF INSURANCE FRAUD.**

**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 DISTRICT OF COLUMBIA APPLICANTS:** WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

**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 IN THE THIRD DEGREE.

**NOTICE TO LOUISIANA AND MARYLAND APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY AND WILLFULLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

**NOTICE TO MAINE, TENNESSEE, VIRGINIA AND WASHINGTON 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 MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

**NOTICE TO MINNESOTA APPLICANTS:** A PERSON WHO FILES A CLAIM WITH INTENT TO DEFRAUD OR HELPS COMMIT A FRAUD AGAINST AN INSURER IS GUILTY OF A CRIME.

**NOTICE TO OKLAHOMA APPLICANTS:** 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.

**NOTICE TO PENNSYLVANIA 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 SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

**NOTICE TO NEW YORK AND KENTUCKY APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIMS 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 NEW YORK APPLICANTS 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.

Signed: \_\_\_\_\_  
Must be signed by Chief Executive Officer, President or other authorized Executive of Applicant

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_  
(Day) (Month) (Year)

If this **Application** is completed in Florida, please provide the Insurance Agent's name and license number as designated.

If this **Application** is completed in Iowa or New Hampshire, please provide the Insurance Agent's name and signature only.

\_\_\_\_\_  
Name of Insurance Agent

\_\_\_\_\_  
License Identification No.

\_\_\_\_\_  
Authorized Representative