Employment Practices Liability Insurance

Supplemental Application

NOTICES: THE EMPLOYMENT PRACTICES LIABILITY COVERAGE PART/ENDORSEMENT 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 DEDUCTIBLE AMOUNT.

IF AN EMPLOYMENT PRACTICES LIABILITY COVERAGE PART/ENDORSEMENT

IS ISSUED, IT WILL BE ON A CLAIMS-MADE AND REPORTED BASIS. PLEASE READ THE ENTIRE EMPLOYMENT PRACTICES LIABILITY COVERAGE PART/ENDORSEMENT CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.

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**INSTRUCTIONS:** The words “you”, “your” and “Applicant” refer to the Named Applicant and all the other entities applying for coverage. If your answer to any question in this Application requires additional space, please complete your answer on an attachment. This Application, its respective attachments, and any other related information or documentation you

provide (or indicate is available on a website) will constitute a single “Application”.

1. Named Applicant: Address of Named Applicant:

City:

Primary State of Operations:

Zip Code:

1. Applicant’s Primary Nature of Business: SIC Code (if known) : \_
2. Please select the Limit of Liability you would like to purchase:

$25,000 $50,000 $75,000 $100,000 $250,000 ­­

1. Please select the Deductible\* you would like to purchase:

$2,500

$5,000

$10,000

$25,000

$50,000 \*

\* Please note that the minimum Deductible for California risks is $5,000.

# Would you like your quote to include coverage for claims brought by third party customers and vendors?

Yes No

1. Years of continuous operation:
2. Total Number of Insured Locations with employees:
3. **A. Total Number of Employees:**

|  |  |  |
| --- | --- | --- |
|  | **Current Year** | **Prior Year** |
| **Full Time Employees including:** Full-time Seasonal, Temporary and Leased Employees, Volunteers and Independent Contractors |  |  |
| **Part Time Employees including:** Part-time Seasonal, Temporary and Leased Employees, Volunteers and Independent Contractors |  |  |

B. Has the Applicant experienced in the past 12 months or is the Applicant contemplating in the next 12 months any reorganization, merger, acquisition or closings that will result in employee increases or reductions?

Yes\_\_\_\_\_\_ No \_\_\_\_\_\_\_ If "Yes", please provide full details including timing and impact to employee count.

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1. Does the Applicant have written policies regarding Equal Opportunity Employment, anti-discrimination and

anti-harassment? Yes No

* 1. Are all job applicants required to complete and sign an employment application? Yes No
  2. Do all employees have written performance evaluations on at least an annual basis? Yes No
  3. Do you post all notices required by law? Yes No

1. Does the Applicant have a policy against harassment, discrimination, and civil rights violations with respect

to customers, clients and other third parties? Yes No

**11. Applicable for New Business or requesting limit that exceeds current limit EPL policy only:**

1. Have there been any past or are there any present claims or lawsuits alleging an act of harassment, discrimination or wrongful termination against the Applicant, its business, its employees or an executive officer of the Applicant? Yes No \_ (If Yes, please provide complete details).



1. Have there been any claims or lawsuits alleging an act of harassment, discrimination, or violation of civil rights that have been received from customers, clients, and/or third parties within the past three years? Yes No (If Yes, please provide complete details).
2. Does the Named Applicant, it subsidiaries, or any director, officer or manager of the applicant know of any act, incident, error or omission which could give rise to a claim(s), suit(s) or action(s) under the proposed Employment Practices Liability coverage?

Yes No (If Yes, please provide complete details).

*It is agreed that with respect to the questions above, if such claim(s), suit(s), investigation(s), action(s), proceeding(s), inquiry, violation, knowledge, information or involvement exists, then such claim(s), suit(s), investigation(s), action(s), proceeding(s) or inquiry and any claim or action arising there from or arising from such violation, knowledge, information or involvement is excluded from the proposed coverage.*

**11. Applicable for New Business or requesting limit that exceeds current limit EPL policy only:**

1. Have there been any claims or lawsuits alleging an act of harassment, discrimination, or violation of civil rights that have been received from customers, clients, and/or third parties within the past three years? Yes No (If Yes, please provide complete details).



1. Does the Named Applicant, its subsidiaries, or any director, officer or manager of the applicant know of any act, incident, error or omission which could give rise to a claim(s), suit(s) or action(s) under the proposed Employment Practices Liability coverage?

Yes No (If Yes, please provide complete details).



*It is agreed that with respect to the questions above, if such claim(s), suit(s), investigation(s), action(s), proceeding(s), inquiry, violation, knowledge, information or involvement exists, then such claim(s), suit(s), investigation(s), action(s), proceeding(s) or inquiry and any claim or action arising there from or arising from such violation, knowledge, information or involvement is excluded from the proposed coverage.*

1. Has the Applicant ever had an application for employment practices liability coverage declined or have you ever had an employment practices liability policy cancelled or non-renewed? \***NOT APPLICABLE TO MISSOURI APPLICANTS**\*

Yes No

1. Is the applicant currently insured under any Employment Practices Liability insurance policy?

Yes No

Current EPL Carrier: Limit: Deductible: Premium:

THE UNDERSIGNED AUTHORIZED OFFICER, OWNER OR MANAGER OF THE APPLICANT DECLARES THAT THE STATEMENTS SET FORTH HEREIN ARE TRUE. THE UNDERSIGNED AUTHORIZED OFFICER, OWNER OR MANAGER 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 AUTHORIZATIONS OR AGREEMENTS 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 AN EMPLOYMENT PRACTICES LIABILITY COVERAGE PART/ENDORSEMENT BE ISSUED, AND THE APPLICATION IS DEEMED TO BE ATTACHED TO AND SHALL BECOME A PART OF THE POLICY.

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION, REGARDLESS OF WHETHER SUCH DOCUMENTS ARE ATTACHED TO THE POLICY, ARE HEREBY INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART HEREOF.

THE INSURED/UNDERSIGNED REPRESENTS THAT THE INFORMATION FURNISHED IN THIS APPLICATION IS COMPLETE, TRUE AND CORRECT TO THE BEST OF THE INSURED’S KNOWLEDGE AND UNDERSTANDS THAT THE POLICY IS CONDITIONED UPON THE COMPLETENESS, TRUTHFULNESS AND CORRECTNESS OF THE INFORMATION FURNISHED. ANY INTENTIONAL MISREPRESENTATION, OMISSION, CONCEALMENT OR INCORRECT STATEMENT OF A MATERIAL FACT, IN THIS APPLICATION OR OTHERWISE, SHALL BE GROUNDS FOR THE CANCELLATION OF ANY BOND OR POLICY ISSUED AND COVERAGE SHALL BE DENIED.

**NOTICE TO 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 ACT, WHICH IS A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES. ANY PERSON WHO KNOWINGLY OR WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BEVEFIT 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.

NOTICE TO ALABAMA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO RESTITUTION FINES OR CONFINEMENT IN PRISON, OR ANY COMBINATION THEREOF.

NOTICE TO ARKANSAS AND NEW MEXICO APPLICANTS: 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.

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 AUTHORITIES.

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 ILLINOIS APPLICANTS: THE INSURED REPRESENTS THAT THE INFORMATION FURNISHED IN THIS APPLICATION IS COMPLETE, TRUE AND CORRECT. ANY MISREPRESENTATION, OMISSION, CONCEALMENT OR INCORRECT STATEMENT OF A MATERIAL FACT, IN THIS APPLICATION OR OTHERWISE, SHALL NOT BE GROUNDS FOR THE RESCISSION OF ANY BOND OR POLICY ISSUED, UNLESS IT SHALL HAVE BEEN MADE WITH ACTUAL INTENT TO DECEIVE OR MATERIALLY AFFECTS EITHER THE ACCEPTANCE OF THE RISK OF THE HAZARD ASSUMED BY THE COMPANY.

NOTICE TO ILLINOIS APPLICANTS REGARDING THE RELIGIOUS FREEDOM PROTECTION AND CIVIL UNION ACT:

THIS IS TO PROVIDE NOTICE THAT, PURSUANT TO ILLINOIS DEPARTMENT OF INSURANCE COMPANY BULLETIN 2011-06 (CB 2011-06), THIS POLICY IS IN COMPLIANCE WITH THE ILLINOIS RELIGIOUS FREEDOM PROTECTION AND CIVIL UNION ACT (“THE ACT”, 750 ILL. COMP. STAT. 75/1). THE ACT, WHICH BECAME EFFECTIVE ON JUNE 1, 2011, CREATES A LEGAL RELATIONSHIP BETWEEN TWO PERSONS OF EITHER THE SAME OR OPPOSITE SEX WHO ESTABLISH A CIVIL UNION. THE ACT PROVIDES THAT PARTIES TO A CIVIL UNION ARE ENTITLED TO THE SAME LEGAL OBLIGATIONS, RESPONSIBILITIES, PROTECTIONS AND BENEFITS THAT ARE AFFORDED OR RECOGNIZED BY THE LAW OF ILLINOIS TO SPOUSES, WHETHER THEY ARE DERIVED FROM STATUTE, ADMINISTRATIVE RULE, POLICY, COMMON LAW OR ANY SOURCE OF CIVIL OR CRIMINAL LAW. IN ADDITION, THIS LAW REQUIRES RECOGNITION OF A SAME-SEX CIVIL UNION, MARRIAGE, OR OTHER SUBSTANTIALLY SIMILAR LEGAL RELATIONSHIP, EXCEPT FOR COMMON LAW MARRIAGE, LEGALLY ENTERED INTO IN OTHER JURISDICTIONS. THE ACT FURTHER PROVIDES THAT “PARTY TO A CIVIL UNION” SHALL BE INCLUDED IN ANY DEFINITION OR USE OF THE TERMS “SPOUSE”, “FAMILY”, “IMMEDIATE FAMILY”, “DEPENDENT”, “NEXT OF KIN” AND OTHER TERMS DESCRIPTIVE OF SPOUSAL RELATIONSHIPS AS THOSE TERMS ARE USED THROUGHOUT THE LAW. ACCORDING TO CB 2011- 06, THIS INCLUDES THE TERMS “MARRIAGE” OR “MARRIED” OR ANY VARIATIONS THEREOF. CB 2011-06 ALSO STATES THAT IF POLICIES OF INSURANCE PROVIDE COVERAGE FOR CHILDREN, THE CHILDREN OF CIVIL UNIONS MUST ALSO BE PROVIDED COVERAGE.

NOTICE TO KANSAS APPLICANTS: THE INSURED REPRESENTS THAT THE INFORMATION FURNISHED IN THIS APPLICATION IS COMPLETE, TRUE AND CORRECT. ANY MISREPRESENTATION IN THIS APPLICATION SHALL BE GROUNDS FOR THE CANCELLATION OF ANY BOND OR POLICY ISSUED.

NOTICE TO KANSAS APPLICANTS: INSURANCE FRAUD IS AN ACT BY 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 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.

NOTICE TO KENTUCKY APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE 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.

NOTICE TO LOUISIANA APPLICANTS: THE INSURED REPRESENTS THAT THE INFORMATION FURNISHED IN THIS APPLICATION IS COMPLETE, TRUE AND CORRECT. ANY MISREPRESENTATION, OMISSION, CONCEALMENT OR INCORRECT STATEMENT OF A MATERIAL FACT, IN THIS APPLICATION OR OTHERWISE, SHALL NOT BE GROUNDS FOR THE RESCISSION OF ANY BOND OR POLICY ISSUED, UNLESS IT SHALL HAVE BEEN MADE WITH ACTUAL INTENT TO DECEIVE. 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.

NOTICE TO MAINE 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 MARYLAND APPLICANTS: 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.

NOTICE TO MARYLAND INSUREDS: YOUR BINDER OR POLICY IS SUBJECT TO A 45-DAY UNDERWRITING PERIOD BEGINNING ON THE EFFECTIVE DATE OF COVERAGE. IF AN INSURER DISCOVERS A MATERIAL RISK FACTOR DURING THE UNDERWRITING PERIOD, THE INSURER SHALL RECALCULATE THE PREMIUM FOR THE POLICY OR BINDER BASED ON THE MATERIAL RISK FACTOR AS LONG AS THE RISK CONTINUES TO MEET THE UNDERWRITING STANDARDS OF THE INSURER. IF THE INSURER RECALCULATES THE PREMIUM BASED ON A MATERIAL RISK FACTOR, DURING THE UNDERWRITING PERIOD. THE INSURER SHALL PROVIDE A WRITTEN NOTICE TO THE INSURED THAT STATES:

A.) THE AMOUNT OF THE RECALCULATED PREMIUM;

B.) THE REASON FOR THE INCREASE OR REDUCTION IN THE PREMUM; AND

C.) THE INSURED HAS THE RIGHT TO TERMINATE THE POLICY AND RECEIVE A PRO-RATA REFUND OF ANY PREMIUM PAID BY NOTIFYING THE INSURER OF TERMINATION.

THE INSURER WILL SEND NOTICE TO THE POLICYHOLDER NO LATER THAN THE END OF THE 45-DAY UNDERWRITING PERIOD BY CERTFICATE OF MAILING OR BY ELECTRONIC MEANS IN ACCORDANCE WITH INSURANCE ARTICLE §27-601.2 ANNOTATED CODE OF MARYLAND.

NOTICE TO NEW JERSEY APPLICANTS: ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO NEW YORK 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 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.

NOTICE TO OHIO 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 IS GUILTY OF INSURANCE FRAUD.

NOTICE TO OKLAHOMA APPLICANTS: 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 (365:15-1-10, 36 §3613.1).

NOTICE TO OREGON APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD OR SOLICIT ANOTHER TO DEFRAUD THE INSURER BY SUBMITTING AN APPLICATION CONTAINING A FALSE STATEMENT AS TO ANY MATERIAL FACT MAY BE VIOLATING STATE LAW.

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 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 INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

NOTICE TO VERMONT APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE STATEMENT IN AN APPLICATION FOR INSURANCE MAY BE GUILTY OF A CRIMINAL OFFENSE AND SUBJECT TO PENALTIES UNDER STATE LAW.

Please read the following statement carefully and sign where indicated. If the Employment Practices Liability Coverage Part/Endorsement is issued, this signed statement is deemed to be attached to and shall become a part of the policy.

The undersigned authorized officer, owner or manager of the Applicant hereby acknowledges that he/she is aware that the limit of liability contained in the Employment Practices Liability coverage part or endorsement 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 the Employment Practices Liability coverage part or endorsement.

The undersigned authorized officer, owner or manager of the Applicant hereby acknowledges that he/she is aware that legal defense costs that are incurred shall be applied against the deductible amount.

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Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Must be signed by Officer, Owner or Manager)

Attest \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Broker \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ License Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_