

ESI-EPL EMPLOYMENT PRACTICES LIABILITY INSURANCE Renewal Application

This is an application for a Claims-Made and Reported policy.



**PROFESSIONAL LIABILITY
INSURANCE SERVICES, INC.**
WHOLESALE DIVISION
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****PREMIUM FINANCING AVAILABLE****

1. **Named Insured:** _____
Address: _____
Contact Person/Title: _____
Phone: _____ **Email Address:** _____

2. **Please indicate the number of current employees:**
Full Time: _____ **Part Time:** _____ **Seasonal:** _____ **Temp/Leased:** _____ **Contract:** _____ **Union:** _____

3. **Last year's turnover rate:** _____ %

4. **Have there been any material change(s) during the last year to your business operation?** Yes _____ No _____
(If Yes, please provide details.) This includes Mergers and Acquisitions (see page 2).

5. **Are you aware of any Claim(s) and/or fact(s), circumstance(s), situation(s), transaction(s) or event(s), which may result in a Claim(s) and/or allegation(s) being made against the Insured that has not been reported?** Yes _____ or No _____

(If Yes, please provide details.)

For example, but not by way of limitation, we consider it reasonable for you to foresee that a Claim and/or allegation may be brought against you if a current or former employee or an applicant for employment has expressed dissatisfaction with the employment relationship or the employment application process by:

- i) Making a formal complaint to a supervisory employee of discrimination, harassment or unfair employment practices;
- ii) Threatening to hire an attorney or submission of a demand letter;
- iii) Asking for a severance package in excess of what is being offered;
- iv) Complaining of discrimination, harassment, or unfair treatment and threatening to do something about it; or
- v) Frequent complaining of discrimination, harassment or unfair treatment.

It is agreed that if there is knowledge of any such fact(s), circumstance(s), situation(s), transaction(s) or event(s), any claim subsequently emanating there from shall be excluded from coverage under the insurance being applied for.

You will be expected to complete and attach the Supplemental **Questionnaire for Additional Insured(s)/Location(s)** for new and/or existing Additional Insured(s) and/or Location(s).

Renewal Application: It is agreed that this renewal application is a supplement to the application attached to the original Policy. It is further agreed that the original signed application, its attachments, this application and its attachments, and the Subjectivity Completion Acknowledgement(s), constitutes the complete application which shall be the basis of the contract should a Policy be issued, and will be attached and become part of the Policy.

Risk Management: The proposed insurance Policy is designed for preferred risks that maintain approved human resource/risk management services/procedures as represented on the original application for insurance and as agreed as a function of the program. Should a Policy be issued, the insurance agreement contemplates the concurrent and continued existence of approved human resource/risk management services/procedures. The Named Insured agrees to maintain these risk management services and/or procedures for the term of the insurance Policy.

Application: The Named Insured warrants to the best of its knowledge and belief that the statements set forth herein are true and include all material information and that there has been no attempt at suppression or misstatement of any material facts known, or which should be known. The Named Insured further warrants that if the information supplied on this Application changes between the date of this Application and the inception date of the Policy, the Named Insured will notify underwriters of such change prior to inception of the Policy. Signing of this Application does not bind the Insurer to an offer or the Named Insured to accept insurance. The Named Insured understands and agrees that this Application and any previous applications along with any attachments and supplied information thereto, shall be a material and integral part of the Policy and any part of any Policy that may be issued by the Insurer. The statements made herein shall be construed as representations and warranties of the Named Insured.

By signing this Application form, the Named Insured confirms that they have been provided with and inspected a current specimen of the (ESI-EPL) Employment Practice Insurance wording. It is recommended that the Named Insured take time to review the Policy to insure that they fully understand the coverage provided. The Named Insured should feel free to consult with any source, including legal advisors, regarding coverage. The Named Insured understands and accepts that any Policy issued will provide coverage on a Claims-made and Reported basis.

THIS DOCUMENT WARRANTS THAT NO CHANGES HAVE BEEN MADE SINCE THE LAST RENEWAL WITH REGARD TO HANDBOOK CONTENTS OR EMPLOYMENT POLICIES/PROCEDURES. IF ANY CHANGES WERE MADE, THE REVISED DOCUMENTATION (OR AN EXPLANATION OF NEW PROCEDURES) NEEDS TO BE ATTACHED.

In addition to all other terms and conditions: Applicable in Kentucky. 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.

_____ Date

_____ Named Insured's authorized signature of a Principal Partner or Officer

_____ Printed Name of Name Insured's authorized signature of a Principal Partner or Officer