



# EMPLOYMENT PRACTICES LIABILITY CLAIMS-MADE COVERAGE RENEWAL APPLICATION

This is an application for a Claims-Made coverage. Read your policy carefully. The policy includes "Defense Costs" in its limits of liability. Any "Defense Costs" paid under this Coverage we provide will reduce the available limits of insurance under that coverage and may exhaust them completely. See Notice on Page 2.

Insured Name:			
Mailing Address:			
Agent/Producer Name:	City:	State:	Zip:
Policy Period:	/ / to / /		Agent Code:
Renewal of Policy Number:			

## EMPLOYMENT PRACTICES LIABILITY COVERAGE REQUEST

EPL Aggregate Limit of Liability	\$	(\$100,000 minimum; additional options depend on State availability)	
Per EPL Claim Deductible:	\$	(\$10,000 minimum; additional options depend on State availability)	
EPL Retroactive Date:	/ /	If different from Effective Date or no Retroactive	
Number of Employees:	Full-Time	Part-Time	
Third Party Coverage	<input type="checkbox"/> Accept		<input type="checkbox"/> Decline

## RISK MANAGEMENT PRACTICES

1. Does the insured utilize an employment application during its hiring process?  
**If "Yes"** Does the insured have a written equal opportunity statement?  
 Yes  No  
 Yes  No  N/A
2. Does the insured have a written anti-harassment and discrimination policy?  
**If "Yes"** Does the insured have a written complaint procedure for discrimination and harassment claims?  
 Yes  No  N/A
3. Does the insured post, in places conspicuous to all employees and applicants for employment, all notices required by law?  
 Yes  No
4. Does the applicant distribute an Employee Handbook?  
 Yes  No
5. Within the last 5 years, has the applicant received any employment-related lawsuits, negotiated settlements, grievances, EEOC or other administrative proceedings from any municipal, state, or federal regulatory authorities or any other government entities?  
 Yes  No

## COMMENTS/EXPLANATIONS

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## NOTICE TO NEW YORK INSUREDS – EMPLOYMENT PRACTICES LIABILITY COVERAGE PART

I understand and acknowledge that the Employment Practices Liability (EPL) Coverage Part is a claims-made coverage with defense costs included within the Limit of Liability. This means that the EPL Aggregate Limit of Liability specified in the Supplemental Declarations of the EPL Coverage Part shall be reduced, and may be completely exhausted by, defense costs. To the extent that policy limits are thereby exceeded, the insurer shall not be liable for legal defense costs or for the amount of any judgment or settlement. Should that occur, I shall be liable for any further legal defense costs and damages.

I am aware that the coverage afforded by this EPL Coverage Part is limited to only those claims actually made while the EPL Coverage Part remains in effect. All coverage ceases upon termination of the EPL Coverage Part, except coverage for claims reported during the Automatic Extended Reporting Period or during the Supplemental Extended Reporting Period, if purchased. No coverage is afforded for claims arising out of incidents, occurrences or alleged wrongful acts, which took place prior to the retroactive date stated in the policy.

I understand that the Automatic Extended Reporting Period shall apply to claims first made against the insured and written notice of which is given to the company as soon as reasonably possible, but at least during the sixty (60) days immediately following the effective date of Termination of Coverage. I also understand that there is no additional premium for the Automatic Extended Reporting Period.

I understand that the one (1) year Extended Reporting Period shall apply to claims first made against the insured and written notice of which is given to the company as soon as reasonably possible, but at least during the one (1) year immediately following the effective date of Termination of Coverage. The claims first made must result from incidents, occurrences or alleged Wrongful Employment Acts, which took place before Termination of Coverage. I also understand that coverage gaps may arise upon expiration of the Extended Reporting Periods. I am aware that the nature of claims-made coverage is such that during the first several years of continuing claims-made coverage, claims-made premiums are comparatively lower than occurrence coverage premiums. I understand that I can expect substantial annual premium increases, independent of rate level increases, until the claims-made relationship reaches maturity.

I am aware that legal defense costs that are incurred shall be applied against the deductible up to the amount stated in the Supplemental Declarations. The insurer shall be liable for legal defense costs (except for those due to any offset against liability limits) exceeding that deductible amount up to the EPL Aggregate Limit of Liability specified in the Supplemental Declarations of the EPL Coverage Part.

This form must be signed by an authorized representative of the "Named Insured" listed in the Supplemental Declarations page. This form is an application and shall be attached and made a part of your Policy.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

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.

Insured Signed:	X	Agent Signed:	X
Insured Name:		Agent Name:	
Title:		Title:	
Date:		Date:	