



**NEW YORK EMPLOYEE BENEFITS LIABILITY  
SUPPLEMENTAL APPLICATION  
CLAIMS-MADE COVERAGE**

**Employee Benefits Liability is a Claims-Made coverage. Please read the entire endorsement carefully to determine your rights, duties, coverage and coverage restrictions.**

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Applicant

Effective Date

Number of Employees

Retroactive Date\*

\*If different than effective date, provide proof of continuous uninterrupted coverage to requested retroactive date. Include loss runs which list all claims and known incidences.

**Limit of Insurance**

|                                   |    |               |    |                          |
|-----------------------------------|----|---------------|----|--------------------------|
| <b>Employee Benefits Programs</b> | \$ | Each employee | \$ | Each employee deductible |
|                                   | \$ | Aggregate     |    |                          |

**NEW YORK DISCLOSURE NOTICE**

I understand and acknowledge that Employee Benefits Liability Coverage is a CLAIMS-MADE coverage.

I am aware that the coverage afforded by this Employee Benefits Liability Coverage Form is limited to only those claims actually made while the Employee Benefits Liability coverage remains in effect. All coverage ceases upon termination of the Employee Benefits Liability coverage, except for claims first made during the Basic Extended Reporting Period or during the Supplemental Extended Reporting Period, if purchased.

I understand that a Basic Extended Reporting Period is automatically provided. This reporting period starts on the date of Termination of Coverage and lasts for sixty (60) days.

I understand that a Supplemental Extended Reporting Period of one year duration, at my option, is available for an additional charge upon termination of coverage. I understand that the Supplemental Extended Reporting Period shall apply to claims first made against the insured during the duration of the Supplemental Extended Reporting Period beginning immediately following the expiration of the Basic Extended Reporting Period. The claims first made must result from incidents, occurrences or alleged wrongful acts which took place before termination of coverage. I 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 relatively 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.

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



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**NEW YORK**

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.

Applicant's signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_