

EMPLOYMENT PRACTICES LIABILITY INSURANCE APPLICATION – NEW YORK ONLY

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 INSURED DURING THE POLICY PERIOD OR THE EXTENDED REPORTING PERIOD, IF APPLICABLE, PROVIDED SUCH CLAIM IS REPORTED IN WRITING TO THE INSURER AS SOON AS PRACTICABLE. WITHOUT NEGATING THE FOREGOING REQUIREMENTS, SUCH NOTICE OF CLAIM MUST ALSO BE REPORTED NO LATER THAN 60 DAYS AFTER THE END OF THE POLICY PERIOD OR, IF APPLICABLE, THE EXTENDED REPORTING PERIOD. AMOUNTS INCURRED AS DEFENSE COSTS SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTIONS. THE APPLICATION FORM AND ATTACHMENTS ARE HEREBY ATTACHED AND MADE A PART OF THIS POLICY.

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 EXTENDED REPORTING PERIOD OF TWELVE MONTHS CAN BE PURCHASED AS INDICATED IN ITEM 11. 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 EXTENDED REPORTING PERIOD. IN THE EVENT THE INSURED PURCHASES COVERAGE FOR THIRD PARTY INSURED EVENTS, THE POLICY WILL BE SUBJECT TO A THIRD PARTY RETROACTIVE DATE. NO COVERAGE EXISTS FOR CLAIMS MADE AFTER THE END OF THE POLICY PERIOD AND THE AUTOMATIC EXTENSION PERIOD UNLESS, AND TO THE EXTENT, THE EXTENDED REPORTING PERIOD APPLIES. NO COVERAGE WILL EXIST AFTER THE EXPIRATION OF THE AUTOMATIC EXTENSION PERIOD OR, IF PURCHASED, THE EXTENDED REPORTING PERIOD, WHICH MAY RESULT IN A POTENTIAL COVERAGE GAP IF PRIOR ACTS COVERAGE IS NOT SUBSEQUENTLY PROVIDED BY ANOTHER INSURER. 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. 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 INSURER IS NOT OBLIGATED TO PAY ANY LOSS, INCLUDING DEFENSE COSTS, AFTER THE LIMIT OF LIABILITY HAS BEEN EXHAUSTED BY PAYMENT OF LOSS, INCLUDING DEFENSE COSTS. PLEASE READ THIS POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT. THE APPLICATION FORM AND ATTACHMENTS ARE HEREBY ATTACHED AND MADE A PART OF THIS POLICY.

NOTICE TO WISCONSIN 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 INSURED DURING THE POLICY PERIOD OR THE EXTENDED REPORTING PERIOD, IF APPLICABLE, PROVIDED SUCH CLAIM IS REPORTED IN WRITING TO THE INSURER AS SOON AS PRACTICABLE. WITHOUT NEGATING THE FOREGOING REQUIREMENTS, SUCH NOTICE OF CLAIM MUST ALSO BE REPORTED NO LATER THAN 60 DAYS AFTER THE END OF THE POLICY PERIOD OR, IF APPLICABLE, THE EXTENDED REPORTING PERIOD. THIS POLICY HAS A SEPARATE LIMIT OF LIABILITY FOR DEFENSE COSTS AND FOR LOSS OTHER THAN DEFENSE COSTS. AMOUNTS INCURRED AS DEFENSE COSTS SHALL REDUCE AND MAY EXHAUST THE DEFENSE COSTS LIMIT AND ARE SUBJECT TO THE RETENTIONS. THE APPLICATION FORM AND ATTACHMENTS ARE HEREBY ATTACHED AND MADE A PART OF THIS POLICY.

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 INSURED DURING THE POLICY PERIOD OR THE EXTENDED REPORTING PERIOD, IF APPLICABLE, PROVIDED SUCH CLAIM IS REPORTED TO THE INSURER OR THE INSURER'S AGENT OR BROKER AS SOON AS PRACTICABLE. WITHOUT NEGATING THE FOREGOING REQUIREMENTS, SUCH NOTICE OF CLAIM MUST ALSO BE REPORTED NO LATER THAN 60 DAYS AFTER THE END OF THE POLICY PERIOD OR, IF APPLICABLE, THE EXTENDED REPORTING PERIOD. THIS MEANS THAT ONLY CLAIMS ACTUALLY MADE DURING THE POLICY PERIOD ARE COVERED UNLESS COVERAGE FOR AN EXTENDED REPORTING PERIOD IS PURCHASED. IF AN EXTENDED REPORTING 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 INSURED EVENTS AND, IF PURCHASED, THIRD PARTY INSURED EVENTS, 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 LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTIONS. PLEASE READ THIS POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT. THE APPLICATION FORM AND ATTACHMENTS ARE HEREBY ATTACHED AND MADE A PART OF THIS POLICY.

INSTRUCTIONS:

- 1) Answer all questions (if not applicable, show N/A) and attach all additional information/explanations as required.**
- 2) Application must be dated and have an authorized signature.**

3) PLEASE READ STATEMENT AT END OF APPLICATION CAREFULLY.

I. General Information

A. Name of Applicant: _____

B. Address: _____

a. Street: _____

b. City: _____

c. State: _____

d. Zip Code: _____

C. Name of Applicant's designated representative to receive all notices from the Insurer on behalf of all persons(s) and entity(ies) proposed for this insurance:

Name: _____

Title: _____

Phone: _____

D. Sole Proprietor Corporation Partnership
 Joint Venture Other (Please specify)

E. Describe nature of business: _____

NAICS code: _____ or SIC code if NAICS code is unknown: _____

F. Does Applicant have any franchise operations? Yes No

G. Does the Applicant have any Subsidiaries? Yes No

If Yes, please attach a list of Subsidiaries proposed for coverage, including their nature of business, date acquired or created.

H. Does the Applicant have any foreign operations? Yes No

I. Please answer the following four (4) questions, including any subsidiaries, for the most recent fiscal year end:

i) What are the Applicant's current liabilities/current assets?

\$ _____ / \$ _____

ii) What are the Applicant's total gross revenues? \$ _____

iii) Does the Applicant currently have: Net Income Yes No

Net Loss Yes No

Amount \$ _____

iv) Does the Applicant currently have: Positive Cashflow Yes No

Negative Cashflow Yes No

Amount \$ _____

J. Has an auditor in the previous two (2) fiscal years recommended a "going concern" opinion of the financial information for the Applicant? Yes No
If Yes, please provide details on a separate sheet.

K. How long has the company been in business? _____ Years

L. How long has the company been under current management? _____ Years

M. Limits requested: From \$500,000/\$500,000 aggregate to \$10,000,000/\$10,000,000 aggregate

N. Deductible requested: \$ _____ (Minimum US \$5,000)

O. Effective date requested: _____

P. Have you acquired any companies in the past two (2) years? Yes No

Q. With respect to acquired companies, were any employees or officers terminated or do you plan in the next eighteen (18)



months to terminate any employees or officers. Yes No
If Yes, how many? _____

If you have answered Yes to either P. or Q. above, please provide details on a separate sheet.

R. Do you anticipate any plant, facility, branch or office closings, consolidations, or layoffs affecting 20% or more of the employees in any sixty (60) day period within the next eighteen (18) months? Yes No

If Yes, please provide details on separate sheet.

S. 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 ten percent (10%) or five (5), whichever is greater, 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

T. Has the proposed coverage ever been purchased before - whether specifically or as a subsection or addition to another coverage? Yes No

Year	Renewal Date	Carrier	Limit	Deductible	Premium
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

U. Has any insurer ever canceled or non-renewed this type of coverage? Yes No
If Yes, please provide details on separate sheet.

NOTE: Applicants in Missouri are not required to answer question U. above.

II. Loss History

A. Furnish loss history (5 years) for all wrongful termination, discrimination and sexual harassment claims. None See attached

Total number of claims in the last 5 years _____

PLEASE PROVIDE A FULL DESCRIPTION OF EACH CLAIM ON A SEPARATE SHEET.

- B. a. Has any Insured given written notice under the provisions of any prior or current employment practices liability or similar insurance policy of specific facts or circumstances that might give rise to a Claim being made against any Insured? Yes No
If Yes, attach details.
- b. For Minnesota applicants only, please indicate if any Insured has given written or oral notice under the provisions of any prior or current employment practices liability or similar insurance policy of specific facts or circumstances that might give rise to a Claim being made against any Insured? Yes No
If Yes, attach details.
- C. Have any Loss payments been made on behalf of any proposed Insured under any employment practices liability policy or similar insurance? Yes No
If Yes, attach details
- D. Has any Director, Officer, Manager, Supervisory Employee or Partner knowledge of any circumstances, at the date this Application is signed, which could reasonably give rise to a claim or any reasonable way to foresee that a claim may be brought? Yes No

PLEASE PROVIDE A FULL DESCRIPTION OF ANY CIRCUMSTANCE ON A SEPARATE SHEET.

For example, but not by way of limitation, we consider it reasonable for you to foresee that a claim 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;*
- 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.*
- E. Have you been involved in any:
- I. charges, inquiries, investigations, grievance or other hearings before the Equal Employment Opportunity Commission or any other governmental agency? No Yes
 - II. Representative actions, class actions or derivative suits in connection with employment issues? Yes No

If you answer Yes to any questions in E. above, please provide details on a separate sheet.

- F. Is any Insured presently subject to any judicial or administrative order, decree, judgment or conciliation agreement that is employment-related? Yes No
If Yes, please attach details.

You acknowledge that any claims or incidents reported in, or that should have been reported in, this Section II will be excluded from coverage.

III. Employees

- A. Total number of **Employees** of Insured including all **Subsidiaries**:

Total number of employees, including all of the below _____

Number that are full-time _____

Number that are part-time _____

Number located outside United States _____

Number that are unionized workers _____

Number of independent contractors _____

Number of leased workers _____

Number of volunteers _____

Number of seasonal _____

- B. 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



C. Salary ranges (including bonuses & commissions)

	Full time Employees	Part time Employees
\$20,000 or less	_____	_____
\$20,001 to \$50,000	_____	_____
\$50,001 to \$100,000	_____	_____
\$100,001 to \$200,000	_____	_____
\$200,001 and over	_____	_____

D. Does the Applicant use seasonal employees? Yes No

If Yes, number of employees: _____

Also, average number of months: _____

Are these employees included in A. and B. above? Yes No

E. Does the Applicant use temporary employees? Yes No

If Yes, please advise number of temps utilized and total billable hours: _____

Are these employees included in A. and B. above? Yes No

F. In the last 12 months how many officers have left your employ? _____

Of the above:

how many left voluntarily? _____

how many were terminated? _____

G. In the last 12 months how many other employees have left your employ? _____

Of the above:

how many left voluntarily? _____

how many were terminated? _____

IV. Human Resources

A. Does the Applicant have a Human Resource Department? Yes No

If the answer to A. above is No, who handles this function?

How many Employees are in the Human Resource Department? _____

B. Does the Applicant have written employment agreements with all officers? Yes No

C. Does the Applicant establish at-will employment relationships with all employees without a written employment agreement? Yes No

D. Have the Applicant's managers and/or supervisors attended training and education programs/seminars on sexual harassment? Yes No

If Yes, who has attended? _____

If Yes, who conducts? _____

If No, is applicant willing to implement such training? Yes No

E. Does the Applicant have its employment policies/procedures reviewed by labor relations counsel? Yes No
If No, is the Applicant willing to do so? Yes No

F. Does the Applicant publish an employment handbook? Yes No

If No, is applicant willing to do so? Yes No

If Yes, does the Applicant distribute it to all employees? Yes No

If Yes, do employees sign for receipt/acceptance? Yes No

G. Does the Applicant have written procedures for handling employee complaints of discrimination and/or sexual harassment? Yes No

H. Has the Applicant implemented anti-sexual

- harassment policies/procedures? Yes No
- I. Does the Applicant use any tests, including drug tests, to screen applicants for employment or to promote or monitor employees? Yes No
- If Yes, what kind and are they performed in-house or by a third party?

- Are the above tests and examinations done pre-employment or post-offer of employment? Yes No
- J. Does the Applicant require all terminations to be reviewed by:
its Human Resources Department? Yes No
or its Legal Department? Yes No
or outside counsel? Yes No
- If No, is applicant willing to do so? Yes No
- K. Does the Applicant maintain a personnel file for each employee? Yes No
- L. Does the Applicant have any written grievance or complaint procedures? Yes No
- If No, is applicant willing to implement such procedures? Yes No
- M. Does the Applicant provide annual written performance evaluations for all Employees? Yes No
- If Yes, does it include standard rating categories? Yes No
- N. Does the Applicant regularly consult with a labor relations counsel? Yes No
- If Yes, who is your labor relations counsel? _____
- How is this person/firm utilized? _____
- O. Does the Applicant have a formal employment contract with any Employee? Yes No
- If Yes, are employment contract(s) created and reviewed by



outside counsel?

Yes No

Total number of Employees with a formal employment contract _____

Total value of all contracts \$_____ Total value of the largest contract \$_____

P. Does the Applicant utilize arbitration for employment-related claims?
Is it mandatory?

Yes No
 Yes No

V. Other Material Facts

A. Please declare any Material Facts on a separate sheet;

None See Attached

A Material Fact is one likely to influence assessment of this risk, the premium charged and the terms and conditions imposed by the Insurer. If you are in any doubt as to whether a fact would be considered material you should declare it. All the information requested in this proposal is material.

The Applicant represents after full investigation and inquiry that the statements set forth herein are true and include all material information.

The Applicant on behalf of the Proposed Insureds further represents that if the information supplied on this application changes between the date of this application and the inception date of the Policy, it will immediately notify us of such change. Signing of this application does not bind the Insurer to offer nor the Applicant to accept insurance, but it is agreed that this application shall be the basis of the insurance and will be attached and made a part of the Policy should a policy be issued.

* Please ensure that additional information for the following questions is attached where applicable:

- Section I:**
- G. Subsidiary information
 - I. Going Concern-Financials
 - P. and Q. Acquisitions
 - R. Anticipated layoffs.
 - U. Canceled/non-renewed coverage.

Section II: A, B, C, D, E and F - Claims history for the last 5 years, Circumstances which could foreseeably give rise to a claim, E.E.O.C. or other governmental agency charges, inquiries, investigations etc.

Section V: A - Any additional Material Facts.

As Part of this Application, submit the following documents with respect to the Applicant:

- ***Latest Annual Report***
- ***Latest Employee Handbook and copies of any written employment at will, open door, discrimination, harassment/sexual harassment, Reasonable Accommodation/ADA, FMLA, severance, progressive discipline, grievance policies and procedures including termination procedures and/or exit interview forms***
- ***Copies of all employment application forms currently in use, as well as offer letter forms***

THE UNDERSIGNED IS AUTHORIZED BY THE APPLICANT AND DECLARES THAT THE STATEMENTS SET FORTH HEREIN ARE TRUE. 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 INSURER OF SUCH CHANGES, AND THE INSURER 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 INSURER TO COMPLETE THE INSURANCE, BUT IT IS AGREED THAT THIS APPLICATION SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BECOME PART OF THE POLICY.

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION ARE HEREBY INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART HEREOF. THIS APPLICATION IS ATTACHED TO THE POLICY AT THE TIME OF ITS DELIVERY. PROVIDED, HOWEVER, THIS PARAGRAPH DOES NOT APPLY IN THE STATES OF UTAH AND WISCONSIN.

NOTE TO UTAH AND WISCONSIN RESIDENTS: ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION ARE MADE A PART HEREOF PROVIDED THIS APPLICATION IS ATTACHED TO THE POLICY AT THE TIME OF ITS DELIVERY.

WARNING

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

NOTICE TO ARKANSAS 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 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 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: "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 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 CIVIL FINES AND CRIMINAL PENALTIES.

THE INSURER SHALL NOT OFFER AN EXTENDED REPORTING PERIOD FOR THIS POLICY IN NEW MEXICO.

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 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 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 CLAIMS CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD."

NOTICE TO OKLAHOMA APPLICANTS: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURY, 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 OREGON 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 MAY BE GUILTY OF INSURANCE FRAUD WHICH MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES, INCLUDING BUT NOT LIMITED TO FINES, DENIAL OF INSURANCE BENEFITS, CIVIL DAMAGES, CRIMINAL PROSECUTION AND CONFINEMENT IN STATE PRISONS."

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 AND VIRGINIA 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 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 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 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.”

Signature of Applicant

Title

Date

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, please provide the Insurance Agent’s name only.

Name of Insurance Agent

License Identification No.

Authorized Representative

If this Application is completed in Wisconsin, please note the following:

- *If you cancel, earned Premium shall be computed on a short rate basis. The Premium shall be deemed fully earned if any **Claim** under this policy is reported to us on or before the date of cancellation.*
- *The Extended Reporting Period Endorsement will not be issued unless we receive a written request for it within thirty (30) days after this policy is cancelled or non-renewed, nor will it take effect unless the additional Premium is paid within thirty (30) days after this policy is cancelled or non-renewed. Once that Premium is paid the endorsement may not be cancelled and the additional Premium will be fully earned.*
- *If, during the Policy Period, any of the following changes occur:*
 1. *the acquisition of an Insured, or of all or substantially all of its assets, by another entity, or the merger or consolidation of an Insured into or with another entity such that the Insured is not the surviving entity; or*
 2. *the obtaining by any person, entity or affiliated group of persons or entities of the right to elect, appoint or designate over fifty percent (50%) of the directors of an Insured;*

*coverage under this policy will continue in full force and effect with respect to **Claims** for **Insured Events** or, if purchased, **Third Party Insured Events** committed before such change, but coverage will cease with respect to **Claims** for **Insured Events** or, if purchased, **Third Party Insured Events** committed after such change. After any such change, this policy may not be cancelled, regardless of **CONDITIONS** section **VIII.E** Cancellation, and the entire Premium for the policy will be deemed fully earned.*