



# ESI-EPL EMPLOYMENT PRACTICES LIABILITY INSURANCE APPLICATION

CLAIMS MADE & REPORTED POLICY

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## SECTION A: COMPANY INFORMATION

- Name of Company seeking coverage (include dba if applicable): \_\_\_\_\_  
(This Company will be the name identified on the Declaration page as the Named Insured) NOTE: Complete the Additional Insured Supplement Questionnaire for any additional entities for which coverage is sought.
- Sole Proprietor     Corporation     Partnership     Joint Venture     LLC     LLP     Other: \_\_\_\_\_
- Is this a franchise?..... YES  NO
- Mailing Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_ County: \_\_\_\_\_

If more than one, provide schedule of locations and include the number of employees at each location.

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Website: \_\_\_\_\_

5. Provide the following information for each contact type:

Type	Name	Phone	Email
Management Contact			
Human Resource Contact			

- Provide name of partners/joint ventures/shareholders/members/individual(s) with majority ownership interest along with ownership percentage of each:  
Name: \_\_\_\_\_ %    Name: \_\_\_\_\_ %  
Name: \_\_\_\_\_ %    Name: \_\_\_\_\_ %  
Name: \_\_\_\_\_ %    Name: \_\_\_\_\_ %
- Are there any other entity(s) for which you or anyone identified here have a majority ownership interest in that participate in this program?..... YES  NO   
a) If yes, provide the name of the entity(s): \_\_\_\_\_
- Describe Nature of Business: \_\_\_\_\_
- How long have you been in business? \_\_\_\_\_ How long under current management? \_\_\_\_\_
- Any merger or acquisition or sale of the company or any of its assets in the past 12 months or expected in the next 12 months?..... YES  NO   
If YES, complete the Mergers & Acquisitions Supplemental Questionnaire
- Gross Sales or Receipts

	For Year Ended (mm/dd/yy)		Amount of Profit or Loss
Past financial year	\$ _____	Net profit <input type="checkbox"/> Net loss <input type="checkbox"/>	\$ _____
Present financial year	\$ _____ est.	Net profit <input type="checkbox"/> Net loss <input type="checkbox"/>	\$ _____
1Next financial year	\$ _____ est.		

- Total number of employees for all locations and, if applicable, Additional Insureds (including Partners, Directors and Officers, Regular Employees, Independent Contractors, Temporary/Leased Employees, Seasonal Employees, Union Employees, Foreign Employees): \_\_\_\_\_
- Of the total stated on question 12 above, please indicate the status below:

	Partners, Directors & Officers	Regular Employees	*Independent Contractors	Temp/Leased Employees	Seasonal Employees	**Union Employees	Foreign Employees (outside the U.S.)
Full Time							
Part Time							

\*Please note outside companies & vendors are not considered independent contractors. If coverage is desired for independent contractors, provide the name(s) of independent contractors currently utilized, as well as a copy of the independent contractor agreement/contract. \*\*If union employees, provide copy of union agreement.

- Agreements/Contracts – Please indicate any that apply. If yes to any, provide a copy of the document:
  - Written employment agreements or contracts with Partners, Directors or Officers?..... YES  NO
  - Written employment contracts/agreements with Regular Employees?..... YES  NO   
If YES, how many: \_\_\_\_\_
  - Utilization of a third-party HR service, or have a relationship with a PEO or co-employer?..... YES  NO   
i) If YES, please provide the name of company for which services are utilized or the relationship had: \_\_\_\_\_

15. Please indicate the percentage (%) for each category of employees, the total must equal 100%:  
Exempt Employees: \_\_\_\_\_%    Non-Exempt Employees : \_\_\_\_\_%    Commission Employees: \_\_\_\_\_%

Salary ranges (including bonuses & commissions):	No. of F/T	No. of P/T	No. of F/T	No. of P/T
\$20,000 or less			\$50,001 to \$100,000	
\$20,001 to \$50,000			\$100,001 and over	

17. How many employees, partners, directors or officers have voluntarily resigned or been terminated in the past year? *If any partners, directors or officers, provide brief explanation of termination.*

Terminated by employer	Employees:		Partners:		Directors:		Officers:	
Resigned voluntarily	Employees:		Partners:		Directors:		Officers:	

18. What has been your annual percentage turnover rate of employees for the past one (1) year? \_\_\_\_\_

19. Any downsizing, reorganization or reduction in force, in the past 12 months or expected in the next 12 months?..... YES  NO   
*If YES, complete the Downsizing Supplemental Questionnaire.*

20. Current EPL insurance:

Year:	Renewal Date:	Carrier:	Limit:	Deductible:	Premium:

a) identify whether:  stand-alone  bundled with other coverage

21. Has any carrier/insurer ever canceled or non-renewed your EPLI coverage?..... YES  NO

If YES, please explain \_\_\_\_\_

22. Do you have public work or government contracts?..... YES  NO

If YES, provide a copy of the agreements & description of services \_\_\_\_\_

23. Do you currently have an Affirmative Action Program? ..... YES  NO

If YES, indicate if it is a result of:  government contracts  EEOC Compliance (*If checked, please provide brief explanation*)  
 voluntary  union agreement  Other: \_\_\_\_\_

**SECTION B: COVERAGE A EMPLOYMENT PROCEDURES**

24. Do you have a Human Resources or Personnel Department?..... YES  NO

25. Do you require all terminations to be reviewed by a central source (HR, Outside Risk Management or Legal Counsel)?..... YES  NO

26. Do you publish, whether in hard copy or electronically, an Employment Handbook?..... YES  NO

a) If yes, provide date Handbook last updated: \_\_\_\_\_

b) If no, if you do publish, whether in hard copy or electronically, policies and procedures (set forth in question 27 below) in some other manner, please describe: \_\_\_\_\_

27. Please indicate whether the following policies contained in the Employment Handbook or otherwise published in writing, whether in hard copy or electronically, are provided to each individual employee:

- |  |  |  |  |
|--|--|--|--|
| a) Equal Opportunity Statement             | YES <input type="checkbox"/> NO <input type="checkbox"/> | b) Open Door/Grievance Policy            | YES <input type="checkbox"/> NO <input type="checkbox"/> |
| c) "At Will" language                      | YES <input type="checkbox"/> NO <input type="checkbox"/> | d) "Not an employment contract" language | YES <input type="checkbox"/> NO <input type="checkbox"/> |
| e) Sexual Discrimination/Harassment Policy | YES <input type="checkbox"/> NO <input type="checkbox"/> | f) Family Medical Leave Act Policy       | YES <input type="checkbox"/> NO <input type="checkbox"/> |

28. Are employee signatures and/or acknowledgments obtained on handbook and/or policies?..... YES  NO

29. Is an Employment Application used? *If yes, please answer the 29 a) and 29 b). If no, please explain using 29 c).*..... YES  NO

a) Does the application include an At-Will Statement?..... YES  NO

b) Does the application include an Equal Opportunity Statement?..... YES  NO

c) If no to either a or b above, please explain \_\_\_\_\_

30. Do you utilize written Arbitration Agreements? (*If yes, please provide a copy*)..... YES  NO

31. Do you post/publish required Dept. Of Labor FMLA notifications to employees regarding FMLA leave? ..... YES  NO

32. Do you require management and supervisory employees to attend annual training, educational programs/seminars or staff meetings that cover employer/employee relations?..... YES  NO

*If YES, indicate all that apply:*

Hiring/Firing  Basic Supervisory Skills  ADA  FMLA  Harassment  Discrimination  Other \_\_\_\_\_

**SECTION C: COVERAGE B & COVERAGE C (Third Party) Employment Procedures**

33. Please indicate if the following third-party procedures are in place:

- a) Do you provide customer/client relations training to employees?..... YES  NO 
  - i) *If YES*, is the training conducted as a part of a formalized course?..... YES  NO
- b) Do you have documented guidelines for accepting/rejecting clients or client relationships? ..... YES  NO
- c) Do you have written procedures for handling complaints made by third parties of discrimination and/or harassment?..... YES  NO
- d) Do you record all complaints of discrimination and/or harassment?..... YES  NO
- e) Do you record or monitor telephone calls?..... YES  NO
- f) Do you have a written business use technology ownership policy? (i.e., fax, email, internet)..... YES  NO

**SECTION D: FAIR LABOR STANDARDS ACT (WAGE & HOUR) (by endorsement)**

- 34. Does your company retain payroll records for all employees for the past 3 years?..... YES  NO
- 35. Does your company retain all time sheets, time cards or time records for non-exempt employees for the past 3 years?..... YES  NO
- 36. Do you offer paid sick leave, if required by state law or local ordinance?..... YES  NO  N/A
- 37. Do you document time off for meal periods of thirty (30) minutes or more, for non-exempt employees, if required by state law or local ordinance?..... YES  NO  N/A
- 38. Does your Company provide wage statements for every employee for each pay period that are in compliance with your state's regulations?..... YES  NO  N/A
- 39. Do you deduct from wages for uniforms, tools, breakages, shortages, if required by state law or local ordinance?..... YES  NO  N/A

If YES, provide details: \_\_\_\_\_

**SECTION E: LOSS HISTORY**

**LOSS HISTORY FOR COVERAGE A**

- 40. Please indicate below whether or not you have had any dealings or been involved with any of the following agencies and/or under any of the following Acts. If yes, to any question below, please complete the Claim Supplement.
a) Title VII Civil Rights Act of 1964/1991 (EEOC) YES  NO 
b) National Labor Relations Board YES  NO 
c) Harassment Claims (EEOC) YES  NO 
d) U.S. Department of Labor (including FMLA) YES  NO 
e) Americans with Disabilities Act (EEOC, Department of Justice, Department of Labor or State Agency) YES  NO 
f) IRCA - Immigration Reform & Control Act (Department of Justice) YES  NO 
g) Age Discrimination in Employment Act YES  NO 
h) Fair Labor Standards Enforcement Act (Federal or State Agency) YES  NO 
i) Department of Fair Employment & Housing (California only)..... YES  NO 
j) Any state or local government agency such as the Labor Department or State Fair Employment Agency?..... YES  NO 
k) Any employment related retaliation or tort claim, lawsuit or hearing?..... YES  NO
- 41. Have you had any written or oral complaints, claims and/or allegations of discrimination, harassment, retaliation, wrongful termination or any other inappropriate adverse employment action in the last 5 years?..... YES  NO 
a) If YES, how many? \_\_\_\_\_ Please complete the Claim Supplement for each
- 42. Does any Partner, Director, Officer, Management or Supervisory employee, have knowledge of any fact(s), circumstance(s), situation(s), transaction(s), event(s) or potential claim(s) as of the date this Application is signed, which could reasonably give rise to a claim and/or allegation?.. YES  NO 
a) If YES, how many? \_\_\_\_\_ Please complete the Claim Supplement for each.
b) If YES, have you reported such fact(s), circumstance(s), situation(s), transaction(s), event(s), lawsuit(s), potential claim(s) or claim(s) to your current or prior carrier?..... YES  NO

**LOSS HISTORY FOR COVERAGE A**

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 complaint to a supervisor or management of discrimination, harassment or unfair employment practices; or
- ii) Threatening to hire an attorney or submission of a demand letter; or
- iii) Submitting a written request to toll or waive any statute of limitation; or
- iv) Requesting or demanding that discrimination, harassment, or unfair treatment cease; or
- v) Frequent complaining of discrimination, harassment or unfair treatment to other employees.

**LOSS HISTORY FOR COVERAGES B & C**

- 43. Have you had any claims and/or allegations of discrimination and/or harassment from a third-party in the last five years? ..... YES  NO 
a) If YES, how many? \_\_\_\_\_ Please complete the Claim Supplement for each.
- 44. Have you ever been cited for an ADA violation? If YES, how many? \_\_\_\_\_ Please complete the Claim Supplement for each..... YES  NO
- 45. Have you ever had an ADA complaint? If YES, how many? \_\_\_\_\_ Please complete the Claim Supplement for each..... YES  NO
- 46. Does any Partner, Director, Officer or Management or Supervisory employee, have knowledge of any fact(s), circumstance(s), situation(s), transaction(s), event(s), potential claim(s) or claim(s) as of the date this Application is signed, which could reasonably give rise to a third-party claim?..... YES  NO 
a) If YES, how many? \_\_\_\_\_ Please complete the Claim Supplement for each.
b) If YES, have you reported such fact(s), circumstance(s), complaint(s), lawsuit(s) or claim(s) to your current or prior carrier?..... YES  NO

**LOSS HISTORY FOR COVERAGES B & C**

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 third party (other than an employee, director, officer, manager, owner) has expressed dissatisfaction by:

- i) Making a verbal or written complaint of discrimination or harassment to management or supervisory employee; or
- ii) Threatening to hire an attorney or submission of a demand letter.

**LOSS HISTORY FOR Fair Labor Standards Act (Wage & Hour) (by endorsement):**

- 47. Have you had any claims or potential claims and/or allegations of wage and hour violations in the last 5 years, including but not limited to claims before state labor commissions or Department of Labor Standards Enforcement?..... YES  NO 
a) If YES, how many? \_\_\_\_\_ Please complete the Claim Supplement for each
- 48. Does any Partner, Director, Officer or Management or Supervisory employee, have knowledge of any fact(s), circumstance(s), situation(s), transaction(s), event(s) or potential claim(s) as of the date this Application is signed, which could reasonably give rise to a wage and hour violation and/or allegation?..... YES  NO 
a) If YES, how many? \_\_\_\_\_ Please complete the Claim Supplement for each
b) If YES, have you reported such fact(s), circumstance(s), complaint(s), lawsuit(s) or claim(s) to your current or prior carrier?..... YES  NO

**LOSS HISTORY FOR Fair Labor Standards Act (Wage & Hour)**

*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 has expressed dissatisfaction with the employment relationship by:*

- i) Making a complaint to management of misclassification, failure to reimburse expenses, failure to provide accurate wage statement(s), failure to pay reporting time, failure to provide meal or rest breaks, retaliation for complaining of such alleged violations.*

*It is agreed that if any Partner, Director, Officer, Management or Supervisory employee has knowledge, or if it is reasonable that the person have knowledge, of any such complaints, claim(s), fact(s), circumstance(s), situation(s), transaction(s), event(s) or potential claim(s), requested in Section E of this Application: Loss History, any lawsuit or Claim subsequently made arising from such complaints, claim(s), fact(s), circumstance(s), situation(s), transaction(s), event(s) or potential claim(s) is not covered under the insurance being applied for by this Application.*

\_\_\_\_\_  
Initial

**The Insured should review and reference the Policy wording for the complete terms, conditions and exclusions of the Policy.**

*Neither the Policy nor the Fair Labor Standards Act of 1938 and Wage Claim Defense Sublimit Endorsement applies to any wage Claim made:*

- by multiple employees in the same charge, demand or lawsuit; or*
- by one employee on behalf of others similarly situated; or*
- as a representative action; or*
- as a class action, whether certified or uncertified.*

\_\_\_\_\_  
Initial

*Multi-plaintiff or class action lawsuits alleging third party harassment or discrimination, whether certified or not, are excluded unless such coverage is quoted & bound.*

\_\_\_\_\_  
Initial

**NOTICE:**

The Applicant represents to the best of its knowledge and belief that the statements set forth 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, which might affect the judgment of the Insurer in its rating and/or acceptance of this risk.

The Applicant agrees that if a contract of insurance is provided by the Insurer, this Application and any other previous Applications, along with any additional supplemental applications, any attachments and supplied information shall be the basis for the formation of such contract and shall be a material and integral part of the Policy, whether or not they are attached to the Policy and/or signed by the Applicant.

Any representations made in the application process for any Policy that may be issued by the Insurer, and the statements made within this Application, any additional supplemental applications, any attachments and supplied information shall be construed as representations of the Applicant.

The Applicant represents that the person signing and initializing this Application and any additional supplemental applications has been authorized to do so by the Applicant.

Signing of this Application and any additional supplemental applications does not bind the Insurer to an offer nor the Applicant to accept insurance.

The Applicant further agrees that if the information supplied on this Application, any additional supplemental applications, any attachments and supplied information changes between the date of this Application and the inception date of the Policy, the Applicant will immediately notify the Insurer of such change prior to inception of the Policy. \_\_\_\_\_ **(Initials)**

Applicant further understands and agrees that no person or entity other than the Insurer has the right to waive or change any part of the Policy. Furthermore, notice to any agent or knowledge possessed by any agent or other persons acting on behalf of the Applicant shall not effect a waiver or a change in any part of the Policy nor estop Insurer from asserting any right under the terms of the Policy.

This Application, any additional supplemental applications, any attachments and supplied information is for a "CLAIMS MADE & REPORTED" BASIS POLICY which limits coverage to Claims first made against an Applicant during the Policy Period and reported to the Insurer within the required time period. Coverage, if mutually accepted by the Insurer and the Applicant, will not apply to any known discrimination, harassment, retaliation, wrongful termination or any other inappropriate adverse employment action that occurred before the inception of the Policy Period. The Applicant agrees that in the event of covered Claims, the Applicant will be required to be defended by the Insurer's appointed attorneys and that the deductible under the Policy shall apply to Claims including but not limited to defense costs. If however, the Applicant elects to handle a Claim without in any way involving the Insurer, then no coverage for such Claim is afforded to the Applicant under the Policy.

By signing this Application, and any additional supplemental applications, the Applicant confirms that they have been provided with and inspected a specimen of the ESI-EPL Employment Practice Insurance wording and any applicable endorsements. The Insurer expects that the Applicant will take time to review the Policy to ensure that they fully understand the coverages provided. The Applicant should feel free to consult with any source, including legal advisors, regarding coverage.

As a condition of purchase, it is hereby understood and agreed that the Applicant will implement or has implemented the program subjectivities. It is understood and agreed that should the Applicant not fulfill the subjectivity(ies) as defined within 30 days from the effective date or any reasonable extension agreed to in writing by the Insurer, that coverage may be jeopardized for any Claim which arises out of the failure to fulfill such subjectivity(ies). It is also understood that failure to complete the subjectivities as defined within the time period may subject the Policy and its coverage terms to be voided (meaning coverage never existed). The Applicant agrees to work with the designated risk management company assigned to this insurance program.

**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.

\_\_\_\_\_  
Applicant's authorized signature of a Principal, Partner or Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Applicant's authorized signature of a Principal, Partner or Officer