

ESI-EPL

Additional Insured(s) / Location(s) Supplemental Questionnaire

This is an application for a claims-made and reported policy.



**PROFESSIONAL LIABILITY
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Please complete the form on Page Two, indicating each Additional Insured/Location to be covered by this Policy:

1. Is each Additional Insured(s) / Location(s) owned 51%+ by the Applicant Company? YES NO
2. Do all employees follow the Applicant Company's handbook, policies/procedures? YES NO

OR

Does each Additional Insured/Location have its own separate employment handbook, employment application, policies/procedures? YES NO

If Yes, Please Attach a Copy of Each

3. Does any Director, Officer, Manager, Supervisor, Employee or Partner at the Additional Insured and/or Additional Location have knowledge of any Claim(s), fact(s), circumstance(s), situation(s), transaction(s) or event(s), as of the date of this signed application, which could reasonably give rise to a Claim and/or allegations or have any reasonable way to foresee that a claim may be brought? YES NO
If yes, please provide details on separate sheet.

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.*

If the New Additional Insured(s) and/or New Additional Location(s) was the result of a Merger or Acquisition, then the Merger & Acquisition Supplemental Questionnaire will need to be completed as well.

It is agreed that if there is knowledge of any such Claim(s), 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.

Please be aware that newly formed or acquired organization(s) are not covered for Loss that results from an Insured Event that happened or first commenced before the Insured acquired or formed it; nor for Loss covered under any other insurance. Also, once the information requested on this Supplement has been received and reviewed by Underwriters, terms may change and/or additional subjectivities may be required to secure coverage.

Applicant understands that all of the above information and any attachments becomes part of and subject to all the terms and conditions of the completed ESI-EPL Application.

The Applicant agrees to complete the program subjectivities for any and all Additional Insured's and/or Additional Locations and notify Underwriters within 30 days after the effective date of any additions. If any Additional Insured(s) and/or Additional Location(s) are requested to be covered by this Policy, the Supplemental Questionnaire Additional Insured(s) / Location(s) must be completed for confirmation of the implementation of these subjectivities. It is understood and agreed that should the Applicant or any Additional Insured(s) and/or Additional Location(s) not fulfill the subjectivity(ies) as defined within 30 days after the effective date, beginning with the first insuring agreement, or any reasonable extension agreed to in writing by Underwriters, 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 retroactive cancellation. The Applicant agrees to work with the designated risk management company assigned to this insurance product.

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

Applicant's authorized signature of a Principal Partner or Officer

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

Please provide name of Additional Insured and/or Address of Additional Location	For Additional Insureds: Corp. or Partnership?	Requested Effective Date of Addition	Full Time	Part Time	Seasonal	Leased/Temp	Contract	Union
TOTAL EMPLOYEES:								