



**EPC - EMPLOYMENT PRACTICES LIABILITY INSURANCE (EPLI)  
RENEWAL APPLICATION**  
Claims First Made & Reported Policy

PROFESSIONAL LIABILITY INSURANCE SERVICES®, INC.  
UNDERWRITING FACILITY - SINCE 1983

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1. Name of Company seeking coverage (include dba if applicable): \_\_\_\_\_  
(This Company will be identified on the Declaration page as the Named Insured.) **NOTE: Complete the Additional Insured Supplemental Questionnaire for any additional entities for which coverage is sought. If more than one location, please complete the schedule of locations and include the number of employees at each location.**

2. Mailing Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_ County: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Website: \_\_\_\_\_

3. Is the Management and Human Resources Contact the same as last year? YES  NO  If no, provide updated contact information and their title: \_\_\_\_\_

4. 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): \_\_\_\_\_

5. Of the total stated on question 4 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 copies of the independent contractor agreements/contracts. \*\*If union employees, provide copy of union agreement.**

6. What has been your annual percentage turnover rate of employees for the past one (1) year? \_\_\_\_\_
7. Have there been any material change(s) during the last year to your business operations/practices, including but not limited to PEO, third-party HR, employee contracts/agreements, downsizing, merger and acquisition? If yes to any, please complete the respective supplemental questionnaire or provide a detailed explanation if no corresponding supplemental questionnaire. YES  NO
8. Have there been any changes in the majority held ownership interest from the previous policy period? **If yes, please provide the updated ownership interest structure.** YES  NO
9. Claim Supplement must be provided for any written or oral complaints, any actual or potential claims and/or allegations of discrimination, harassment, retaliation, wrongful termination or any other inappropriate adverse employment action in the last 5 years. If there have been none, please state N/A: \_\_\_\_\_
10. Claim Supplement must be provided for any THIRD-PARTY claims or potential claims for discrimination and/or harassment including ADA violations / complaints in the last five years. If there have been none, please state N/A: \_\_\_\_\_
11. Claim Supplement must be provided for 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. If there have been none, please state N/A: \_\_\_\_\_

Name of the carrier/insurer the claim(s) / potential claim(s) was/were reported to: \_\_\_\_\_

**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 complaints, claim(s), fact(s), circumstance(s), situation(s), transaction(s), event(s) or potential claim(s), requested in this Application 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.** \_\_\_\_\_  
Initials

**The Applicant represents that no changes have been made since the previous policy period with regard to handbook contents or employment policies and procedures. If any changes were made, provide the revised documentation or an explanation of the new procedures. Date changes made:** \_\_\_\_\_  
Initials

**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.
- \_\_\_\_\_ Initials

Multi-plaintiff or class action lawsuits alleging third party harassment or discrimination, whether certified or not, are excluded. \_\_\_\_\_  
Initials

**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 broker or knowledge possessed by any broker 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 EPC - Employment Practices Liability Insurance (EPLI) 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. The Named Insured agrees to maintain these risk management services and/or procedures for the term of the insurance Policy.

**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 Signature and Job Title**