



**NOTICE**

In lieu of requiring the Applicant to complete the Insurer's application, the Insurer is willing to accept this Supplemental Bridge Application, the most recently submitted Application, any additional supplemental applications, any attachments and supplied information, subject to the following.

The Applicant represents to the best of its knowledge and belief that the statements set forth in this Supplemental Bridge Application, the most recently submitted Application, any additional supplemental applications, any attachments and supplied information submitted to and accepted by the Insurer 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 Supplemental Bridge Application, the most recently submitted Application, 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 Supplemental Bridge Application, the most recently submitted 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 Supplemental Bridge Application and any other accepted Applications and any supplemental applications has been authorized to do so by the Applicant.

Signing of this Supplemental Bridge Application 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 Supplemental Bridge Application, the most recently submitted and accepted Application, any additional supplemental applications, any attachments and supplied information changes between the date of that Application and the inception date of the Policy, the Applicant will immediately notify the Insurer of such change(s) 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 affect 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 Supplemental Bridge Application, the most recently submitted and accepted Application, any additional supplemental applications, any attachments and supplied information is for a "CLAIMS MADE AND 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 a Claim is afforded to the Applicant under the Policy.

By signing this Supplemental Bridge Application, the most recently submitted Application, 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 and any applicable endorsements 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 being 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 Signature and Job Title