



**ESI-EPL**  
**EMPLOYMENT PRACTICES**  
**LIABILITY INSURANCE**  
**RENEWAL APPLICATION**  
*This is an application for a claims-made & reported policy.*

**Professional Liability Insurance Services®, Inc.**  
**P: 1.800.761.7547; 512.328.0677**  
**F: 512.327.5834**  
**W: www.plisinc.com**  
**E: underwriting@plisinc.com**



1. Named Insured: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Person/Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

2. Please indicate the number of current employees:  
 Full Time: \_\_\_\_\_ Part Time: \_\_\_\_\_ Seasonal: \_\_\_\_\_ Temp/Leased: \_\_\_\_\_ Contract: \_\_\_\_\_ Union: \_\_\_\_\_

3. Last year's turnover rate: \_\_\_\_\_ %

4. Have there been any material change(s) during the last year to your business operation? Yes \_\_\_\_\_ No \_\_\_\_\_  
 (If Yes, please provide details.) This includes Mergers and Acquisitions (see page 2).

5. Are you aware of any Claim(s) and/or fact(s), circumstance(s), situation(s), transaction(s) or event(s), which may result in a Claim(s) and/or allegation(s) being made against the Insured that has not been reported? Yes \_\_\_\_\_ or No \_\_\_\_\_  
 (If Yes, please provide details.)

*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.*

It is agreed that if there is knowledge of any such 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.

You will be expected to complete and attach the Supplemental **Questionnaire for Additional Insured(s)/Location(s)** for new and/or existing Additional Insured(s) and/or Location(s).

**Renewal Application:** It is agreed that this renewal application is a supplement to the application attached to the original Policy. It is further agreed that the original signed application, its attachments, this application and its attachments, and the Subjectivity Completion Acknowledgement(s), constitutes the complete application which shall be the basis of the contract should a Policy be issued, and will be attached and become part of the Policy.

**Risk Management:** The proposed insurance Policy is designed for preferred risks that maintain approved human resource/risk management services/procedures as represented on the original application for insurance and as agreed as a function of the program. Should a Policy be issued, the insurance agreement contemplates the concurrent and continued existence of approved human resource/risk management services/procedures. The Named Insured agrees to maintain these risk management services and/or procedures for the term of the insurance Policy.

**Application:** The Named Insured warrants to the best of its knowledge and belief that the statements set forth herein 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. The Named Insured further warrants that if the information supplied on this Application changes between the date of this Application and the inception date of the Policy, the Named Insured will notify underwriters of such change prior to inception of the Policy. Signing of this Application does not bind the Insurer to an offer or the Named Insured to accept insurance. The Named Insured understands and agrees that this Application and any previous applications along with any attachments and supplied information thereto, shall be a material and integral part of the Policy and any part of any Policy that may be issued by the Insurer. The statements made herein shall be construed as representations and warranties of the Named Insured.

By signing this Application form, the Named Insured confirms that they have been provided with and inspected a current specimen of the (ESI-EPL) Employment Practice Insurance wording. It is recommended that the Named Insured take time to review the Policy to insure that they fully understand the coverage provided. The Named Insured should feel free to consult with any source, including legal advisors, regarding coverage. The Named Insured understands and accepts that any Policy issued will provide coverage on a Claims-made and Reported basis.

THIS DOCUMENT WARRANTS THAT NO CHANGES HAVE BEEN MADE SINCE THE LAST RENEWAL WITH REGARD TO HANDBOOK CONTENTS OR EMPLOYMENT POLICIES/PROCEDURES. IF ANY CHANGES WERE MADE, THE REVISED DOCUMENTATION (OR AN EXPLANATION OF NEW PROCEDURES) NEEDS TO BE ATTACHED.

**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

\_\_\_\_\_ Named Insured's authorized signature of a Principal Partner or Officer

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



**ESI-EPL**  
**THIRD PARTY SUPPLEMENT**  
**(COVERAGE B)**

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1. Name of Company: \_\_\_\_\_
2. Please indicate if the following third party procedures are in place:
  - A. Do you provide customer/client relations training to employees? ..... YES  NO   
*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 sexual harassment? ..... YES  NO
  - D. Do you record all complaints of discrimination and/or sexual 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

**LOSS HISTORY**

*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 client/customer has expressed dissatisfaction by:*

- i) Making a formal complaint of discrimination or harassment;*
- ii) Threatening to hire an attorney or submission of a demand letter;*
- iii) Complaining of discrimination or harassment and threatening to do something about it; or*
- iv) Frequent complaining of discrimination or harassment*

3. Have you had any claims and/or allegations of discrimination and/or harassment from a third-party in the last five years? ..... YES  NO   
**\*\*\* If YES, what was the total number \_\_\_\_\_ & provide details on a separate sheet.\*\*\***
4. Does any Director, Officer, Manager, Supervisor, Employee or Partner have knowledge of any Claim(s), fact(s), circumstance(s), situation(s), transaction(s) or event(s) as of the date this Application is signed, which could reasonably give rise to a third-party claim or have any reasonable way to foresee that a third-party claim may be brought? *If yes, please provide details on separate sheet.* ..... YES  NO

The undersigned warrants and represents that the statements set forth are true, complete and accurate and that there has been no attempt at suppression or misstatement of any material facts known and agree that this supplement shall become the basis of any coverage and a part of any policy that may be issued by the Company.

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\_\_\_\_\_  
 Date

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

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



# ESI-EPL CLAIM SUPPLEMENT

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

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2. Name of Company: \_\_\_\_\_

3. Full name and title of individual(s) involved in the claim/incident: \_\_\_\_\_

3. Full name and title of claimant: \_\_\_\_\_

4. a. Is/was the claimant an employee of the applicant? ..... YES  NO

b. Was there an employment relationship? ..... YES  NO

c. Is the employee still employed by applicant? ..... YES  NO

d. Are other witnesses / involved parties still employed? ..... YES  NO

e. Was there a breach of any employment relationship?..... YES  NO

5. a. Indicate the current status:  Claim / Suit  Incident  Open  Closed

b. What is the current status of the claim? \_\_\_\_\_

6. a. Date of act giving rise to the claim / incident: \_\_\_\_\_

b. Date claim / incident made against the applicant: \_\_\_\_\_

c. Date claim/incident was reported to insurer: \_\_\_\_\_

d. Name of the insurer the claim / incident was reported to: \_\_\_\_\_

e. Was there an attorney involved? \_\_\_\_\_

f. Was the attorney appointed by the insurer? ..... YES  NO

7. The claim involves / involved the following laws or issues (please check all that apply)

Sexual Harassment

Discrimination (Type) \_\_\_\_\_

Wrongful Termination

Equal Pay Act (EPA)

FLSA (Fair Labor Standards) Wage and Hour

FMLA

Emotional Distress

False Imprisonment

Retaliation

Bodily Injury

Affirmative Action

Whistle Blower Retaliation

Implied Contract

Breach of written contract

Invasion of Privacy

Libel / Defamation

Slander

Good Faith and Fair Dealing

Retaliation (Type) \_\_\_\_\_

Other Issues \_\_\_\_\_

8. If the claim / incident is still open, answer the following:

a. Claimant's settlement demand: \_\_\_\_\_

b. Insurer's defense and / or loss reserves: \_\_\_\_\_

c. Current defense costs incurred to date: \_\_\_\_\_

d. Applicant's offer for settlement / estimate of settlement amount: \_\_\_\_\_

e. Do you have a signed settlement/separation agreement \_\_\_\_\_ YES  NO

9. If the claim / incident is closed, please answer the following:

a. Total Defense Costs Paid: \_\_\_\_\_

b. Total Indemnity Paid: \_\_\_\_\_

b. Total Deductible Applied: \_\_\_\_\_

d. Total paid in excess of deductible: \_\_\_\_\_

e. Out of court settlement? ..... YES  NO

Date of Settlement: \_\_\_\_\_

f. Court Judgement? ..... YES  NO

Date of Judgement: \_\_\_\_\_

10. Description of the alleged act upon which the claimant bases the claim / incident. Include events leading to the claim / incident. Use additional space on back if the space below is insufficient: \_\_\_\_\_

11. Explain what action(s) have been taken to prevent a recurrence or to mitigate damages of a similar claim/incident: \_\_\_\_\_

12. Was an impartial investigation conducted? .....YES  NO   
If yes, please provide who conducted the investigation: \_\_\_\_\_

13. Name(s) of Supervisor(s) of the alleged violator involved in the claim/incident:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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.**

The undersigned warrants and represents that the statements set forth are true, complete and accurate and that there has been no attempt at suppression or misstatement of any material facts known and agree that this supplement shall become the basis of any coverage and a part of any policy that may be issued by the Company.

**In addition to all other terms and conditions:**

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\_\_\_\_\_  
**Date**

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

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



# ESI-EPL

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

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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:**

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\_\_\_\_\_  
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
Street	City	State	Zip								
<b>TOTAL EMPLOYEES:</b>											



# ESI-EPL Fair Labor Standards Act Questionnaire

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**NAME OF COMPANY:** \_\_\_\_\_

1. Does your company keep 2 years' worth of payroll records?..... YES  NO
2. Does your company offer compensation time in lieu of overtime pay? ..... YES  NO
3. Does your company dock pay for salaried employees? .....YES  NO
4. Does your company dock pay for salaried employees for increments of less than half a day for illness or absenteeism? ..... YES  NO
5. Is your company willing to update your payroll practice to keep abreast of the changes in federal wage and hour laws? ..... YES  NO
6. *For California companies only:* Does your company pay overtime for hours in excess of a single day's work? ..... YES  NO
7. Within how many days do you pay final paychecks to former employees?  
 1-5 days \_\_\_\_\_ 5-10 days \_\_\_\_\_ next pay period \_\_\_\_\_ other \_\_\_\_\_
8. Do you take extra deductions on employee paychecks other than taxes/benefits?..... YES  NO   
 If so, do you have signed employee authorization? ..... YES  NO   
 What are the extra deductions? \_\_\_\_\_
9. Is there a pattern of practice for docking the employee's last paycheck for any reason?..... YES  NO   
 Please state the reason: \_\_\_\_\_
10. Do you have an accrued sick leave and vacation policy? ..... YES  NO   
 If so, do you pay the unused balance of accrued sick leave and vacation pay to employees at their departure? ..... YES  NO
11. Please indicate terms of pay:  

<b>Percentage of Employees</b>	
Piece Rate	_____
Fixed Weekly Wage	_____
Semi-Monthly Wage	_____
Monthly Wage	_____
Commission	_____
<b>TOTAL</b>	<b>100% (must equal 100%)</b>
12. Please indicate types of employees:  

Percent of Exempt Employees	_____
Percent of Non-Exempt Employees	_____
Percent of Commission Employees	_____
	<b>100%</b>
13. Number of Employees Under age 18 \_\_\_\_\_

**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.

\_\_\_\_\_ *Named Insured's authorized signature of a Principal Partner or Officer*

\_\_\_\_\_ *Date*



**ESI-EPL**  
**Mergers & Acquisitions**  
**Supplemental Questionnaire**  
*This is an application for a claims-made & reported policy.*

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1. Was this a merger or acquisition? \_\_\_\_\_ Date occurred: \_\_\_\_\_
  2. What is/are the name(s) of the company(ies) that was/were merged or acquired? \_\_\_\_\_
  3. Was the merger/acquisition unfriendly or hostile? .....YES  NO
  4. Was this a purchase of assets and liabilities or just assets? \_\_\_\_\_
  5. How many employees were acquired?  
 Full Time \_\_\_\_\_ Part Time \_\_\_\_\_ Seasonal \_\_\_\_\_ Temp/Leased \_\_\_\_\_ Contract \_\_\_\_\_ Union: \_\_\_\_\_
  6. Were any employees/officers/managers/administrators terminated within 24 months of the date of merger/acquisition? YES  NO   
 If yes, how many? Employees: \_\_\_ Directors / Officers: \_\_\_ Employees/officers of Merged/Acquired Company? \_\_\_\_\_
  7. How many severance packages were: Offered? \_\_\_\_\_ Accepted? \_\_\_\_\_ Were releases obtained? .....YES  NO
- FOR QUESTIONS 8 THROUGH 17, PLEASE PROVIDE INFORMATION OR DETAILS AS ATTACHMENT WHERE NEEDED**
8. Did any of the terminated person(s) file a complaint or suit against the past or present company? .....YES  NO
  9. Any pending EEOC charges of the company acquired / merged? (If so, provide claim supplement for each).....YES  NO
  10. Has the acquired / merged company had any reports of OSHA violations (fines / penalties)? .....YES  NO
  11. Has the acquiring / merging company had any government contract violations ("whistleblowing")? .....YES  NO
  12. Has the acquired / merged company made ADA accommodations for any employees (schedules or requirements)? ...YES  NO
  13. Are any acquired / merged employees on FMLA leave? .....YES  NO   
*If yes, provide names of individuals and if established records are maintained for a 24-month period.*
  14. How were acquired/merged employees transitioned to current company (terminations / rehires)? \_\_\_\_\_
  15. Has the acquired / merged company had any Worker's Compensation injuries? If so, provide the below on separate sheet:  
 a. Name of employee \_\_\_\_\_ b. The nature of the injury \_\_\_\_\_ c. Date returning to work \_\_\_\_\_
  16. Has the acquired / merged company had any Federal False Claims Acts claims? .....YES  NO
  17. Were any administrators or senior managers terminated during acquisition / merger? .....YES  NO   
 If yes, provide names of individuals. \_\_\_\_\_
  18. Do all acquired/merged employees follow the current company's handbook, policies/procedures? .....YES  NO   
*If yes, provide date implemented: \_\_\_\_\_ If no, provide explanation \_\_\_\_\_*
  19. Does any Director, Officer, Manager, Supervisor, Employee or Partner have knowledge of any Claim(s), fact(s), circumstance(s), situation(s), transaction(s) or event(s) as of the date this Application is signed, 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.

**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 of that an acquired or formed organization is 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. Applicant understands that all of the above becomes part of and subject to all the terms & conditions of the completed ESI-EPL Application.

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





**ESI-EPL**  
**Downsizing Supplemental**  
**Questionnaire**

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1. Of the following, which best describes the Applicant's anticipated activity (hereinafter referred to as "Activity") being contemplated in the next twelve months:

- Acquisition                       Consolidation                       Merger                       Dissolution                       Reformation
- Other (please describe): \_\_\_\_\_

2. What is the anticipated date of the above Activity? \_\_\_\_\_

3. How many employees will be affected by this Activity, and at what location? \_\_\_\_\_  
 \_\_\_\_\_

4. Will the affected employees remain employed by the Applicant in some capacity; or, will their employment be terminated? Please explain: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

5. Will legal counsel be consulted with prior to implementing this activity, and will his/her recommendations be followed by the Applicant?  
 YES  NO  If yes, please provide the name of the law firm that is to be consulted: \_\_\_\_\_

6. Any additional information with respect to this Activity:
- a. Type of law firm? \_\_\_\_\_
  - b. Criteria of selection on lay off (expertise, tenure, etc.)? Time window? \_\_\_\_\_
  - c. Number of people laid off? \_\_\_\_\_
  - d. Copy of plan? \_\_\_\_\_
  - e. Other? \_\_\_\_\_

Applicant understands that all of the above information becomes part of the completed ESI/EPL Application.

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\_\_\_\_\_  
 Date

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

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