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**EMPLOYMENT PRACTICES  
 LIABILITY INSURANCE  
 APPLICATION**

COMPLETE ALL SECTIONS

PROPOSED EFFECTIVE DATE: \_\_\_\_\_

**A. General Information**

1. Name of Organization: \_\_\_\_\_  
 Primary Mailing Address: \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Website Address: \_\_\_\_\_ E-mail: \_\_\_\_\_  
 Business Phone Number: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_  
 Physical Location of Business (if different): \_\_\_\_\_  
 Population within 50 miles: \_\_\_\_\_
2. Do you have more than one location?  Yes  No  
 If yes, attach a list of all locations, including the address and the number of employees at each site.
3. Is the applicant a subsidiary of another Organization?  Yes  No  
 Name of Parent: \_\_\_\_\_ Location: \_\_\_\_\_
4. Please list any other names the business is or has been known by: \_\_\_\_\_
5. Principal to contact: \_\_\_\_\_ E-mail: \_\_\_\_\_  
 Address: \_\_\_\_\_
6. Broker No.: \_\_\_\_\_ Broker's Name: \_\_\_\_\_  
 Broker E-mail: \_\_\_\_\_
7. Description of Operations: \_\_\_\_\_  
 \_\_\_\_\_
8. Date business organized? \_\_\_\_\_
9. Applicant is:  Individual  Corporation  Partnership  Joint Venture  Sole Proprietorship  
 Other \_\_\_\_\_ Please describe: \_\_\_\_\_

**B. Employees**

Total number of employees:

	<b>Current (12 months)</b>	<b>Prior (12 months)</b>	<b>Anticipated next 12 months (if operating less than 3 years)</b>
Full Time:			
Part Time:			
Temporary/Seasonal:			
Independent Contractors:			
Leased:			

1. Provide the total number of employees:
  - a. Involuntarily Terminated during the last twelve (12) months: \_\_\_\_\_
  - b. Voluntarily terminated during the last twelve (12) months: \_\_\_\_\_
2. Has any insurer declined, cancelled or non-renewed any Employment Practice Liability Insurance Policy or any similar insurance on behalf of any person(s) or entity(ies) proposed for this insurance?  Yes  No  
 If yes, please provide details. \_\_\_\_\_

3. During the last three years has any Applicant been involved in, or are they presently considering or contemplating: (a) any merger, consolidation or acquisition?  Yes  No
4. Any layoffs, staff reductions, early retirements or office or plant closing?  Yes  No
5. Does the Organization currently carry Employment Practices Liability Insurance?  Yes  No  
If yes, to either, please attach details.
6. Opening of any new locations or forming any new companies?  Yes  No  
If yes, to any of the above, provide details. \_\_\_\_\_
7. Percentage of employees with total compensation including salaries, bonuses and commissions over \$75,000  
\_\_\_\_\_

8. Does the Organization want any subsidiary(s) covered?  Yes  No
9. Within the last 5 years has any employment related, or third party discrimination, or third party sexual harassment: inquiry, complaint, notice of hearing, claim or suit been made against the Organization or any person proposed for Insurance in the capacity of either Director, Officer, or Employee of the Organization?  
\_\_\_\_\_

10. Is any person proposed for this Insurance aware of any fact, circumstance or situation which may result in any employment claim or third party discrimination or third party sexual harassment claim against the Organization or any of its Directors, Officers or Employees?  Yes  No

If yes, please complete a United States Liability Insurance Group claim supplement for each claim.

11. Do you have an Email/Internet Policy currently in place?  Yes  No

If no, are you willing to implement one? (Sample can be provided by Company)

**A premium credit will be applied for having, or agreeing to implement, an Email/Internet Policy.**

Please submit a copy of current or newly implemented policy within 21 days after the inception of this insurance.

12. Does the Organization want any subsidiary(s) covered?  Yes  No

**Mandatory Written Employment Policies.** Please identify policies Applicant has in place:

Anti-Harassment Policy  Yes  No

Anti-Discrimination Policy  Yes  No

**Please forward copies of the policies identified above along with this signed and dated application.** If you do not have these written policies in place, the Company will provide you with sample policies at the time of binding this insurance.

As a condition precedent to issuance of the Policy for Insurance, the Applicant agrees:

- 1) to implement and distribute to each employee the Mandatory Anti-Harassment and Anti-Discrimination Policies which are currently not in place as soon as possible, but no later than 21 days after the inception date of this insurance. Failure of the Company to receive these policies within 21 days after the inception date of this insurance will result in rescission of the binder for the insurance.
- 2) To adopt and distribute to each employee all changes required by the Company to the Applicant's Written Policies, as soon as possible, but no later than 21 days after receipt of notice of the changes required by the Company.

Total combined gross receipts from all Business operations: \$ \_\_\_\_\_

Total annual payroll for all business operations: \$ \_\_\_\_\_

Does your company have within its staff of employees a position whose job description deals with product liability, Loss Control, safety inspections, engineering, consulting, or other professional consultation advisory services?

Yes  No

If Yes, please tell us: Employee Name: \_\_\_\_\_

E-mail: \_\_\_\_\_ Business Telephone: ( ) \_\_\_\_\_

FAX: ( ) \_\_\_\_\_ Years with Company: \_\_\_\_\_

Employee's responsibilities: \_\_\_\_\_

### C. Insurance History

Please provide the following information regarding the Applicant's insurance coverages:

	<b>D&amp;O LIABILITY</b>	<b>Any Professional Liability</b>	<b>Any Business Liability</b>
Limit(s)			
Retention(s)			
Insurer			
Expiration Date			
Premium			

Has the Applicant or any predecessor ever had a claim?  Yes  No

Attach a five year loss/claims history, including details. (REQUIRED)

Have you had any incident, event, occurrence, loss, or Wrongful Act which might give rise to a Claim covered by this Policy, prior to the inception of this Policy?  Yes  No

If yes, please explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Has the Applicant, or anyone on the Applicant's behalf, attempted to place this risk in standard markets?  Yes  No

If the standard markets are declining placement, please explain why: \_\_\_\_\_

\_\_\_\_\_

1. Is any of the Applicant's exposure self-insured or insured by means of a funded trust, captive, subsidiary or reciprocal risk sharing arrangement or pool?  Yes  No

If yes, please describe that insurance program by attachment to this Application and state how the program is administered.

If a funded trust, captive or subsidiary is used:

a. Does the funded trust, captive or subsidiary provide insurance other than to the Applicant?

Yes  No

b. Is the program funded in accordance with annually determined actuarial requirements?  Yes  No

2. Does the Applicant now have tax-exempt status under applicable federal, state and local law, including the U.S. Internal Revenue Code?  Yes  No

If yes, is any challenge to the Applicant's tax-exempt status pending or anticipated?  Yes  No

3. Do the Applicant's Charter and By-Laws limit or eliminate, by indemnification or otherwise, the personal liability of the Applicant's directors, officers, trustees, employees, volunteers and staff, faculty and committee members to the broadest extent permitted by law?  Yes  No

4. Within the last eighteen (18) months:
- Has any certifying or accrediting body found the Applicant to be in substantial compliance with any certifying or accrediting standards?  Yes  No
  - Has any federal or state regulatory authority criticized or noted deficiencies in any of the Applicant's operations, procedures or finances?  Yes  No
5. During the last three (3) years, have the Applicant's outside auditors identified any material weaknesses in the Applicant's system of internal controls?  Yes  No
6. Does the Applicant contract with any third party to manage, operate or administer its facilities or operations?  Yes  No

If yes, please identify: \_\_\_\_\_

7. Is the Applicant owned or operated by a state, city, town or county or by an agency, authority or other governmental or quasi-governmental entity established by state or local law?  Yes  No
- If yes:
- Are the Applicant's directors or trustees  elected or  appointed?
  - By whom are they elected or appointed? \_\_\_\_\_

8. The Policy can, at the Insurer's discretion, be extended to provide coverage for the Applicant's directors, officers, trustees, employees, volunteers, staff, faculty and committee members in connection with their service with one or more joint ventures in which the Applicant has an ownership interest. Is the Applicant seeking such extended coverage?  Yes  No

If yes, with respect to each such venture, please list by attachment to this Application the nature of its business or operations, when it commenced operations, the identities of each co-venturer or partner and the percentage(s) of ownership of each co-venturer or partner.

**Reminder: the term "Applicant" means the Parent Organization and its subsidiaries.**

9. No person or entity proposed for this insurance is cognizant of any fact, circumstance or situation which they have reason to suppose might afford valid grounds for any claims such as would fall within the scope of the proposed insurance, except as follows. If answer is "None", so state: \_\_\_\_\_

Without prejudice to any other rights and remedies of the Insurer, any claim arising from any claim, fact, circumstance or situation required to be disclosed in response to 13 is excluded from the proposed insurance.

10. Please attach the following to this Application:
- Complete copies of the Applicant's last 2 CPA-audited financial statements with notes. If not consolidated, provide financial statements on each unconsolidated entity,
  - The names and occupations of each member of the Parent Organization's Board of Directors and Trustees,
  - The Parent Organization's Charter and By-Laws,
  - Copies of employment applications,
  - Human Resources Manual and
  - Employee Handbook.

If d, e, and f do not exist, please provide a copy of the Company's documentation on human resources policies, procedure, and or practices.

**REPRESENTATIONS AND WARRANTIES**

The "Applicant" is the party to be named as the "Insured" in any insuring contract if issued. By signing this Application, the Applicant for insurance hereby represents and warrants that the information provided in the Application, together with all supplemental information and documents provided in conjunction with the Application, is true, correct, inclusive of all relevant and material information necessary for the Insurer to accurately and completely assess the Application, and is not misleading in any way. The Applicant further represents that the Applicant understands and agrees as follows: (i) the Insurer can and will rely upon the Application and supplemental information provided by the Applicant, and any other relevant information, to assess the Applicant's request for insurance coverage and to quote and potentially bind, price, and provide coverage; (ii) the Application and all supplemental information and documents provided in conjunction with the Application are warranties that will become a part of any coverage contract that may be issued; (iii) the submission of an Application or the payment of any premium does not obligate the Insurer to quote, bind, or provide insurance coverage; and (iv) in the event the Applicant has or does provide any false, misleading, or incomplete information in conjunction with the Application, any coverage provided will be deemed void from initial issuance.

The Applicant hereby authorizes the Insurer and its agents to gather any additional information the Insurer deems necessary to process the Application for quoting, binding, pricing, and providing insurance coverage including, but not limited to, gathering information from federal, state, and industry regulatory authorities, insurers, creditors, customers, financial institutions, and credit rating agencies. The Insurer has no obligation to gather any information nor verify any information received from the Applicant or any other person or entity. The Applicant expressly authorizes the release of information regarding the Applicant's losses, financial information, or any regulatory compliance issues to this Insurer in conjunction with consideration of the Application.

The Applicant further represents that the Applicant understands and agrees the Insurer may: (i) present a quote with a Sub-limit of liability for certain exposures, (ii) quote certain coverages with certain activities, events, services, or waivers excluded from the quote, and (iii) offer several optional quotes for consideration by the Applicant for insurance coverage. In the event coverage is offered, such coverage will not become effective until the Insurer's accounting office receives the required premium payment.

The Applicant agrees that the Insurer and any party from whom the Insurer may request information in conjunction with the Application may treat the Applicant's facsimile signature on the Application as an original signature for all purposes.

The Applicant acknowledges that under any insuring contract issued, the following provisions will apply:

1. A single Accident, or the accumulation of more than one Accident during the Policy Period, may cause the per Accident Limit and/or the annual aggregate maximum Limit of Liability to be exhausted, at which time the Insured will have no further benefits under the Policy.
2. The Insured may request the Insurer to reinstate the original Limit of Liability for the remainder of the Policy period for an additional coverage charge, as may be calculated and offered by the Insurer. The Insurer is under no obligation to accept the Insured's request.
3. The Applicant understands and agrees that the Insurer has no obligation to notify the Insured of the possibility that the maximum Limit of Liability may be exhausted by any Accident or combination of Accidents that may occur during the Policy Period. The Insured must determine if additional coverage should be purchased. The Insurer is expressly not obligated to make a determination about additional coverage, nor advise the Insured concerning additional coverage.
4. The Insurer is herein released and relieved from any and all responsibility to notify the Insured of the possible reduction in any applicable Limit of Liability. The Insured herein assumes the sole and individual responsibility to evaluate, consider, and initiate a request for additional coverage or reinstatement of the annual aggregate Limit of Liability which may be exhausted by any single Accident or combination of Accidents during the Policy Period.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Applicant:

Agent/Broker:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print name