



Admiral Insurance Company

SafeTalent

Application for Employment Practices Liability Insurance

CLAIMS MADE WARNING FOR APPLICATION: This Application is for a Claims Made and Reported Policy, relating to claims made against the Insureds during the Policy Period or any Extended Reporting Period that may apply.

Whenever printed in this Application, the terms in boldface type shall have the same meanings as indicated in the Policy. This Application is to be completed with respect to the entire **Insured**. **Insured** as used herein is defined to include the **Firm** and any **Predecessor Firm(s)**.

Named Insured / Firm: _____

Primary Location Street Address: _____ Suite: _____

City: _____ County: _____ State: _____ Zip Code: _____

Website Address (if applicable): _____

- 1. Provide the following information regarding the **Named Insured's** most recent Employment Practices Liability Insurance policy. If "None", so state. None

Insurance Company	Expiration Date	Limit of Liability	Deductible	Premium	Prior and Pending Litigation Date
	/ /				/ /

- 2. Within the last 3 years, has any **Claim** been made or has notice been given under the above listed policy or similar insurance? Yes No
- 3. Within the last 3 years, has the above listed policy or similar insurance for the **Named Insured** been cancelled or non-renewed? (NOT APPLICABLE IN MISSOURI) Yes No
- 4. The **Firm** has been in continuous operation since: _____
- 5. Provide the current total numbers for the **Firm**:

Full-time employees (including Independent Contractors): _____

Part-time employees (including Leased, Seasonal, Temporary, Interns and Volunteers): _____

- 6. During the last 5 years, has any **Insured**, including any **Predecessor Firm**, received any written demands for monetary or non-monetary relief, been involved in, or had any knowledge of any: civil or criminal action; administrative proceeding or arbitration; regulatory proceeding or investigation; any actual or alleged violations of any wage and hour law; any actual or alleged discrimination, harassment or wrongful discharge; and/or any actual or alleged **Wrongful Employment Act** as defined in the SafeTalent Employment Practices Liability Insurance Policy? Yes No

IT IS UNDERSTOOD AND AGREED THAT THE INSURER SHALL NOT BE LIABLE TO MAKE ANY PAYMENT FOR LOSS IN CONNECTION WITH ANY CLAIM MADE AGAINST ANY INSURED BASED UPON, ARISING OUT OF, DIRECTLY OR INDIRECTLY RESULTING FROM OR IN CONSEQUENCE OF, OR IN ANY WAY INVOLVING ANY LAWSUIT, ADMINISTRATIVE PROCEEDING, WRITTEN DEMAND, FACT, CIRCUMSTANCE, OR SITUATION SET FORTH OR THAT SHOULD HAVE BEEN SET FORTH IN THE INSURED'S RESPONSE TO QUESTION 6. OF THIS SECTION.

- 7. Is any **Insured** aware of any fact, circumstance or situation involving any **Insureds** that might reasonably be expected to result in a **Claim** as defined in the SafeTalent Employment Practices Liability Insurance Policy? Yes No

IT IS UNDERSTOOD AND AGREED THAT THE INSURER SHALL NOT BE LIABLE TO MAKE ANY PAYMENT FOR LOSS IN CONNECTION WITH ANY CLAIM MADE AGAINST ANY INSURED BASED UPON, ARISING OUT OF, DIRECTLY OR INDIRECTLY RESULTING FROM OR IN CONSEQUENCE OF, OR IN ANY WAY INVOLVING ANY LAWSUIT, ADMINISTRATIVE PROCEEDING, WRITTEN DEMAND, FACT, CIRCUMSTANCE, OR SITUATION SET FORTH OR THAT SHOULD HAVE BEEN SET FORTH IN THE INSURED'S RESPONSE TO QUESTION 7.

Submitted by (Agency Name)

Dated

Agent's Name (Individual's Name)

Agent's License Number

PLEASE READ CAREFULLY

The undersigned, acting on behalf of all proposed **Insureds**, represent that the particulars and statements contained in the **Application** are true, accurate and complete, and agree that the **Insurer** has relied upon the truth of the **Insureds'** representations and that such particulars and statements, which are deemed to be incorporated into and to constitute a part of this Policy, are the basis of this Policy and are material to the **Insurer's** acceptance of this risk.

It is further agreed that:

- if any significant change in the condition of the applicant is discovered between the date of this **Application** and the Policy inception date, which would render this **Application** inaccurate or incomplete, notice of such change will be reported in writing to the **Insurer** immediately;
- the Policy is issued in reliance on the truth of that representation and that such particulars and statements, which are deemed to be incorporated into and to constitute a part of this Policy, are the basis of this Policy and are material to the **Insurer's** acceptance of this risk. This Policy shall not, however, be avoided as to any **Insured** on account of the untruth of the particulars and statements contained in the **Application** unless:
 1. such **Insured** knew of the untruth of such particular or statement, in which event such knowledge shall be imputed only to such **Insured**; or
 2. the person providing such particular or making such statement in the **Application** knew of its untruth, in which event such knowledge shall be imputed to all **Insureds**.
- the information contained in this **Application** shall not be used by the **Insureds** as notice as provided for in section VII. Notice of Claim of the Policy;
- this **Application** has been completed as respects the entire **Insured**;
- the signing of this **Application** does not bind the undersigned to purchase the insurance.

Dated

General Counsel, Chief Financial Officer, Managing Partner or Executive Partner (Signature)

Print Name

Title

Dated

Human Resources Manager, or equivalent position (Signature)

This **Application**, including any material submitted herewith, shall be held in strictest confidence.

A POLICY CANNOT BE ISSUED UNLESS THE APPLICATION IS PROPERLY SIGNED AND DATED.