DEVON PARK
SPECIALTY INSURANCE

844-4DVN-PRK
devonparkspecialty.com

WINNING THE BUSINESS: MANAGEMENT LIABILITY PRODUCT

Devon Park Specialty is having the greatest success writing private company management liability for companies with up to 500 employees. We can help you write more of this business too. With a combination of competitive and unique coverage features, as well as top-notch underwriting and service, Devon Park should be your go-to market for manufacturing, professional and miscellaneous service firms, specialty trade, and technology. Check-out a few of our recent successes in each industry:

MANUFACTURING

Manufacturer of electronic components with $22 million in revenue and 120 employees requiring separate limits for D&O/EPL. Our Wage and Hour coverage and Additional Side A limit helped secure the binder.

PROFESSIONAL AND MISCELLANEOUS SERVICES

Professional services firm focused on marketing and data analytics with $30 million in revenue and 60 employees requiring shared D&O/EPL limits. Our Lifetime Occurrence Report Provision coverage contributed to the placement of the policy.

SPECIALTY TRADE CONTRACTORS

Specialty trade construction company focused on environmental remediation with $40 million in revenue and 140 employees requiring separate D&O/EPL/fiduciary limits and quick turnaround due to unexpected changes at renewal. The policy bound due to competitive retentions and coverages.

TECHNOLOGY

Technology company involved in building and programming computer hardware with $75 million in revenue and 250 employees requiring separate D&O/EPL limits. Our Wage and Hour coverage including defense and indemnity was a distinguishing factor in binding coverage.

SUBMISSION REQUIREMENTS FOR QUICKEST TURNAROUND:

- Management Liability application (Devon Park Specialty application preferred)
- Financial information including most recent year-end balance sheet, income statement and cash flow statement (CPA prepared financial statements preferred)
- Five year loss runs

ADVANCED POLICY FEATURES UNIQUE TO A DEVON PARK SPECIALTY POLICY:

Lifetime Occurrence Reporting Provision

With the D&O coverage of Devon Park's management liability policy, former directors and officers automatically receive an unlimited extension of time to protect themselves from claims if the new board elects to cancel or non-renew their coverage with us as outlined in the policy. The Lifetime Occurrence Reporting Provision (LORP) gives former directors and officers peace of mind by incorporating the advantages of occurrence-based coverage into a claims-made policy

*Defense AND Indemnity Coverage for Violations of the Fair Labor Standard Act (Wage and Hour)**

The Fair Labor Standards Act is a federal law administered by the U.S. Department of Labor (DOL) that establishes minimum wage, overtime pay, recordkeeping and child labor standards. According to the Wage and Hour Division of the DOL, the agency alone has recovered over $1.4 billion in back wages in the last five years. Devon Park's management liability policy may provide a $100,000 sublimit for defense and indemnity for these violations.

** Not available in CA. FL sublimit is defense costs only.*

BUSINESS RESOURCE CENTER

Policyholders have access to many free and discounted services through our Business Resource Center that will assist in growing and protecting their business.

COMPETITIVE POLICY FEATURES:

- Non-rescindable policy
- No hammer clause
- Additional Side A limit of $1 million available for D&O limits up to $4 million
- Employed Lawyers Coverage endorsement
- Immigration Expense Coverage endorsement
- Workplace Violence and Kidnap Expense endorsement
- Identity Theft Expense endorsement
- Settlor coverage endorsement on fiduciary liability
- JOBS Act sublimit coverage endorsement
- Separate and shared limit options

Email submissions to professional@devonparkspecialty.com

This document does not amend, extend or alter the coverage afforded by the policy. For a complete understanding of any insurance you purchase, you must first read your policy, declaration page and any endorsements and discuss them with your agent. A sample policy is available from your agent. Your actual policy conditions may be amended by endorsement or affected by state laws.

CARRIER:

Employment Practices Liability Application – All States

THIS COVERAGE IS LIMITED TO CLAIMS FIRST MADE AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD AS STATED IN THE DECLARATIONS OR ANY APPLICABLE EXTENDED REPORTING PERIOD. DEFENSE COSTS SHALL BE APPLIED AGAINST THE RETENTION. PLEASE READ YOUR POLICY CAREFULLY.

New York Disclosure Notice: Under EPL 133 NY and EPL162 NY, if made part of your policy, or Section IV Exclusions C, the limits of liability available under this policy may be completely exhausted by the payment of defense costs.

Applicant may qualify for an INSTANT QUOTE by completing Section I below. Section II and III answers will be required prior to binding and are subject to underwriting approval.

I. INSTANT QUOTE INFORMATION

Instant quote is not available for accounts with losses in the past five years. If there is a loss history, please complete the application and submit details in a USLI claim supplement.

Primary Applicant's name (See #4 to add subsidiary[ies]/affiliate[s]): _____

Location address: _____

City: _____ State: _____ Zip code: _____

Web address: _____ Email address of primary contact: _____

Description of Operations:

Full-time employees: _____ Part-time: _____ Temporary/Seasonal _____ Independent contractors _____ Leased _____

How many of the above are located in: California: _____ Florida _____ Louisiana _____ Outside the U.S. _____

II. UNDERWRITING INFORMATION

1. Year established: _____
2. Do more than 50% of all employees currently earn more than $100,000? ❑ Yes ❑ No
3. a. Is the applicant a subsidiary of another organization? ❑ Yes ❑ No
   b. Is the applicant a franchisee of another organization? ❑ Yes ❑ No
   c. Name of parent and/or franchisor and location: _____
4. Does the applicant want any subsidiary(ies)/affiliate(s) covered? ❑ Yes ❑ No
   If "Yes," include employees in employee count above and provide:
   a. Name of subsidiary(ies)/affiliate(s): _____
   b. Is the subsidiary(ies)/affiliate(s) at least 50% owned by the applicant? ❑ Yes ❑ No
   c. Does the subsidiary(ies)/affiliate(s) fall within the same class of business as the applicant? ❑ Yes ❑ No
5. Expiring policy: Retroactive date: _____ Carrier: _____ Limits: _____ Retention: _____ Premium: _____

(Attach a statement of details for all "Yes" answers to the following questions)

6. a. Has any entity proposed for insurance closed, sold, merged with or acquired any company in the past 12 months or anticipates doing so in the next 12 months? ❑ Yes ❑ No
   b. Has any entity proposed for insurance downsized, laid off or reduced staff in the past 12 months or anticipates doing so in the next 12 months? ❑ Yes ❑ No
   If "Yes," what percentage of the workforce was/will be affected? _____ %
7. Within the last five years, has any employment related, third party discrimination, or third party harassment inquiry, complaint, notice of hearing, claim or suit been made against any entity proposed for insurance or any person proposed for insurance in the capacity of either director, officer, member (if an LLC), or employee of any entity proposed for insurance? If "Yes," complete USLI Claim Supplement for each claim ❑ Yes ❑ No
8. Is any person proposed for this insurance aware of any fact, circumstance, or situation which may result in an employment related, third party discrimination, or third party harassment claim against any entity proposed for insurance or any of its directors, officers, members (if an LLC) or employees? ❑ Yes ❑ No
   If "Yes," complete USLI Claim Supplement for each claim.
9. Has any policy for employment practices liability insurance ever been cancelled or non-renewed by the carrier? ❑ Yes ❑ No
   (Do not answer if applicant is located in Missouri)

III. WRITTEN EMPLOYMENT GUIDELINES

- ❑ Applicant currently has a written ***e-mail/internet*** policy in place **OR**
- ❑ Applicant agrees to implement a written ***email/internet*** policy within 60 days of the effective date of coverage **OR**
- ❑ Applicant does not have a written ***email/internet*** policy in place and will not implement such policy.

The written employment policies below are required to obtain coverage with USLI. By checking the boxes below and signing this application, the applicant agrees they either have or will implement and maintain the policies below within sixty (60) days of the effective date of coverage

- ❑ Applicant currently has a written ***anti-discrimination*** policy in place **OR**
- ❑ Applicant agrees to implement a written ***anti-discrimination*** policy within 60 days of the effective date of coverage **OR**
- ❑ Applicant does not have a written ***anti-discrimination*** policy in place and will not implement such policy.

- ❑ Applicant currently has a written ***anti-harassment*** policy in place **OR**
- ❑ Applicant agrees to implement a written ***anti-harassment*** policy within 60 days of the effective date of coverage **OR**
- ❑ Applicant does not have a written ***anti-harassment*** policy in place and will not implement such policy.

IV. ADDITIONAL APPLICANT INFORMATION

Applicant's mailing address: _____

City: _____ State: _____ Zip code: _____

FRAUD STATEMENTS

Alabama, Arkansas, District of Columbia, New Mexico, Rhode Island and West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

California: For your protection California law requires the following to appear on this application. Fraud Statement: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Colorado Fraud Statement: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

Florida Fraud Statement: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Kansas Fraud Statement: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto; or conceals , for the purpose of misleading, information concerning any fact material thereto may be guilty of a crime and may be subject to fines and confinement in prison.

Maine Fraud Statement: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits

Maryland Fraud Statement: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

New Jersey Fraud Statement: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Ohio Fraud Statement: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oklahoma Fraud Statement: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Oregon Fraud Statement: Notice to Oregon applicants: Any person who, with intent to defraud or knowing that he is facilitation a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

Kentucky and Pennsylvania Fraud Statement: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim 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 and subjects such person to criminal and civil penalties.

Tennessee, Virginia and Washington Fraud Statement: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Fraud Statement (All Other States): Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

STATE NOTICES

Arizona Notice: Misrepresentations, omissions, concealment of facts and incorrect statements shall prevent recovery under the policy only if the misrepresentations, omissions, concealment of facts or incorrect statements are; fraudulent or material either to the acceptance of the risk, or to the hazard assumed by the insurer or the insurer in good faith would either not have issued the policy, or would not have issued a policy in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to the insurer as required either by the application for the policy or otherwise.

Florida Surplus Lines Notice: (Applies only if policy is non-admitted) You are agreeing to place coverage in the surplus lines market. Superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected under the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

Florida and Illinois Punitive Damage Notice: I understand that there is no coverage for punitive damages assessed directly against an insured under Florida and Illinois law. However, I also understand that punitive damages that are not assessed directly against an insured, also known as "vicariously assessed punitive damages", are insurable under Florida and Illinois law. Therefore, if any Policy is issued to the Applicant as a result of this Application and such Policy provides coverage for punitive damages, I understand and acknowledge that the coverage for Claims brought in the State of Florida and Illinois is limited to "vicariously assessed punitive damages" and that there is no coverage for directly assessed punitive damages.

Maine Notice: The insurer is not permitted to withdraw any binder once issued, but a prospective notice of cancellation may be sent and coverage denied for fraud or material misrepresentation in obtaining coverage. A policy may not be unilaterally rescinded or voided.

New York Disclosure Notice: This policy is written on a claims made basis and shall provide no coverage for claims arising out of incidents, occurrences or alleged Wrongful Acts or Wrongful Employment Acts that took place prior to retroactive date, if any, stated on the declarations. This policy shall cover only those claims made against an insured while the policy remains in effect for incidents reported during the Policy Period or any subsequent renewal of this Policy or any extended reporting period and all coverage under the policy ceases upon termination of the policy except for the automatic extended reporting period coverage unless the insured purchases additional extend reporting period coverage. The policy includes an automatic 60 day extended claims reporting period following the termination of this policy. The Insured may purchase for an additional premium an additional extended reporting period of 12 months, 24 months or 36 months following the termination of this policy. Potential coverage gaps may arise upon the expiration for this extended reporting period. During the first several years of a claims made relationship, claims-made rates are comparatively lower than occurrence rates. The insured can expect substantial annual premium increases independent overall rate increases until the claims-made relationship has matured.

Ohio Representation Statement: By acceptance of this policy, the Insured agrees the statements in the application (new or renewal) submitted to the company are true and correct. It is understood and agreed that, to the extent permitted by law, the Company reserves the right to rescind this policy, or any coverage provided herein, for material misrepresentations made by the Insured. It is understood and agreed that the statements made in the insurance applications are incorporated into, and shall form part of, this policy. THE INSURED UNDERSTANDS AND AGREES THAT ANY MATERIAL MISREPRESENTATION OR OMISSION ON THIS APPLICATION WILL ACT TO RENDER ANY CONTRACT OF INSURANCE NULL AND WITHOUT EFFECT OR PROVIDE THE COMPANY THE RIGHT TO RESCIND IT.

Utah Punitive Damages Notice: I understand that Punitive Damages are not insurable in the state of Utah. There will be no coverage afforded for Punitive Damages for any Claim brought in the State of Utah. Any coverage for Punitive Damages will only apply if a Claim is filed in a state which allows punitive or exemplary damages to be insurable. This may apply if a Claim is brought in another state by a subsidiary or additional location(s) of the Named Insured, outside the state of Utah, for which coverage is sought under the same policy

Missouri and Rhode Island Disclosure Notice: I understand and acknowledge that if a $100,000 or $250,000 Limit of Liability is chosen or if the Insured Organization has more than 200 employees, that Defense Costs are a part of the Limit of Liability. This means that Defense Costs will reduce my limits of insurance and may exhaust them completely and should that occur, I shall be liable for any further legal Defense Costs and Damages. Defense Costs are as defined in Section III. I also understand that the Limit of Liability for the Extended Reporting Period, if applicable, shall be a part of and not in addition to the limit specified in the Policy Declarations.

Virginia Notice: This Policy is written on a claims-made basis. Please read the policy carefully to understand your coverage. You have an option to purchase a separate limit of liability for the extended reporting period. If you do not elect this option, the limit of liability for the extended reporting period shall be part of the and not in addition to limit specified in the declarations. If you have any questions regarding the cost of an extended reporting period, please contact your insurance company or your insurance agent. Statements in the application shall be deemed the insured's representations. A statement made in the application or in any affidavit made before or after a loss under the policy will not be deemed material or invalidate coverage unless it is clearly proven that such statement was material to the risk when assumed and was untrue.

If your state requires that we have information regarding your Authorized Retail Agent or Broker, please provide below.

Retail agency name: _____ License #: _____

Agent's signature: _____ Main agency phone number: _____

(Required in New Hampshire)

Agency mailing address: _____

City: _____ State: _____ Zip: _____

The signer of this application acknowledges and understands that the information provided in this Application is material to the Insurer's decision to provide the requested insurance and is relied on by the Insurer in providing such insurance. The signer of this application represents that the information provided in this Application is true and correct in all matters. The signer of this Application further represents that any changes in matters inquired about in this Application occurring prior to the effective date of coverage, which render the information provided herein untrue, incorrect or inaccurate in any way will be reported to the Insurer immediately in writing. The Insurer reserves the right to modify or withdraw any quote or binder issued if such changes are material to the insurability or premium charged, based on the Insurer's underwriting guides. The Insurer is hereby authorized, but not required, to make any investigation and inquiry in connection with the information, statements and disclosures provided in this Application. The decision of the Insurer not to make or to limit any investigation or inquiry shall not be deemed a waiver of any rights by the Insurer and shall not estop the Insurer from relying on any statement in this Application in the event the Policy is issued. It is agreed that this Application shall be the basis of the contract should a Policy be issued and it will be attached and become a part of the Policy.

New York Fraud Statement: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim 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 and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Applicant's signature: _____ Title: _____

President, Chairperson of the Board, Managing Member, or Executive Director

Date: _____

Privacy Notice At Collection

We may need to collect certain personal information to provide you with our services and products. For information on how we store, use and protect personal information, please see our Privacy Policy accessible on our website, **https://www.usli.com/privacy-policy/**.

DEVON PARK
SPECIALTY INSURANCE

Carrier:

Executive ViewPoint (EVP)
Nonprofit Management Liability New Business Application

NOTICE: THIS IS AN APPLICATION FOR A CLAIMS MADE POLICY. COVERAGE ONLY APPLIES TO CLAIMS AS DEFINED IN THE POLICY THAT ARE FIRST MADE DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD AND ARE REPORTED TO THE "COMPANY" ACCORDING TO THE TERMS AND CONDITIONS OF THE POLICY. READ YOUR POLICY CAREFULLY. THE LIMITS OF LIABILITY WILL BE REDUCED BY, AND MAY BE COMPLETELY EXHAUSTED BY, DEFENSE COSTS. DEFENSE COSTS WILL BE APPLIED AGAINST THE RETENTION.

Whenever used in this Application, the term "**Named Applicant**" refers to the entity named in Section I. line 1. and all subsidiaries of **Named Applicant**, unless otherwise indicated. **Named Applicant** on Section I. line 1. will be the Named Insured on the Policy and must be the parent company of all subsidiaries to be covered. "Company" means the insurance company issuing the policy that provides the coverage(s) requested in this Application.

INSTRUCTIONS

1. All questions must be answered unless otherwise indicated, and this Application must be signed by the Chairperson, Executive Director, CEO, CFO or In-House General Counsel.
2. Employee count and financial information should be provided on a consolidated basis for the **Named Applicant** and subsidiaries seeking coverage.
3. Please attach most recent loss runs in the past five (5) years as well as the following for the requested coverages:

   Directors and Officers Liability

   a. Most recent year-end audited or CPA prepared financial statement of the **Named Applicant**. If more than six (6) months old, please attach most recent company prepared interim financial statements as well.

   b. List directors and officers of **Named Applicant** and identify any outside directorships or officerships, if applicable.

   Employment Practices Liability

   a. Most recent Employer Information Report (EEO-1), if required by law.

   Fiduciary Liability

   a. Most recent audited financial statements of any Defined Benefit Plan.

   b. Most recent year-end audited or CPA prepared financial statement of the **Named Applicant**.

I. APPLICANT INFORMATION

1. **Named Applicant** to be the Named Insured on the Policy Declarations:

   _____

   Primary Address (No P.O. Box):

   Street Address _____ City _____ State _____ Zip Code _____

   Website address: _____
2. Does the **Named Applicant** have a tax-exempt status under the U.S. Internal Revenue Code? ❑ Yes ❑ No

   If "Yes," please indicate which tax code:

   ❑ 501(c)(3) ❑ 501(c)(4) ❑ 501(c)(6) ❑ 501(c)(7) ❑ 501(c)(10) ❑ Other _____
3. Primary NAICS Code: _____
4. Years in operation: _____
5. Description of operations: _____
6. Is the **Named Applicant** owned by or controlled by another entity? ❑ Yes ❑ No

   If "Yes," please attach details.
7. Does the **Named Applicant** have any subsidiaries? ❑ Yes ❑ No

   If "Yes" please attach a list of all subsidiaries including: location, operations, ownership, total revenues and number of employees.
8. Does the **Named Applicant** want coverage for the subsidiaries? ❑ N/A ❑ Yes ❑ No

II. COVERAGE REQUESTED

1. Please indicate, by checking the box, which coverages are being requested, and complete the relevant portions of the chart.

Coverage	Limits Requested	Current Policy in Effect?	Current Limits of Liability	Current Retention	Current Insurer	Current Prior and Pending Date
❑ Directors and Officers Liability	$	❑ Yes ❑ No	$	$		
❑ Employment Practices Liability	$	❑ Yes ❑ No	$	$		
❑ Fiduciary Liability	$	❑ Yes ❑ No	$	$		

2. Have any of the insurers of the respective coverages listed above indicated an intent to non-renew? ❑ Yes ❑ No
   (QUESTION NOT APPLICABLE IN MISSOURI) *If "Yes" please attach details.*

III. GENERAL INFORMATION

1. Have any of the following occurred in the last twelve (12) months or are planned for the next eighteen (18) months by **Named Applicant**?
   a. Merger, acquisition, formation or divesting of a subsidiary ❑ Yes ❑ No
   b. Senior management changes for reasons other than term expiration, death or retirement ❑ Yes ❑ No
   c. Layoffs, staff reductions or facility closings ❑ Yes ❑ No
      If "Yes," please indicate percentage of total workforce affected _____%
   d. Bankruptcy filing, work-out arrangements with creditors, reorganization or restructuring ❑ Yes ❑ No
2. Does the **Named Applicant** have any foreign operations and/or foreign subsidiaries? ❑ Yes ❑ No
   If "Yes," please indicate percentage of total revenues generated by all foreign operations _____%
3. Has the **Named Applicant**'s tax-exempt status been under dispute, suspended or revoked? ❑ Yes ❑ No
   If "Yes" to any of the above questions 1. – 3., please attach details.

IV. FINANCIAL INFORMATION

1. Please complete the following chart. If all information requested is included in financial statements provided with this Application, skip to question 2. As of the most recent year end: month _____ year _____

Current Assets	$	Net Assets	$
Total Assets	$	Revenues	$
Current Liabilities	$	Operating Income	$
Long-Term Debt	$	Increase/Decrease in Net Assets	$
Total Liabilities	$	Cash Flow from Operations	$

2. Has the **Named Applicant** changed auditors in the last twelve (12) months? ❑ Yes ❑ No
3. Is the **Named Applicant** on notice of a violation of any debt covenants? ❑ Yes ❑ No
4. Has the **Named Applicant** ever received an adverse opinion from an auditor including but not limited to an opinion expressing doubt as to an ability to continue as a "going concern"? ❑ Yes ❑ No
   If "Yes" to any of the above questions 2. – 4., please attach details.

V. CLAIM INFORMATION

1. Has any claim or notice of potential claim been given to any insurer for any of the requested coverages listed in Section II, 1., above? ❑ Yes ❑ No
2. Within the last five (5) years, has the **Named Applicant** or any person to be covered under the Policy been the subject of or involved in any claim, demand, subpoena, notice, inquiry, proceeding, litigation, disciplinary action or investigation, alleging or based upon or arising out of any of the following?
   a. Antitrust, copyright or patent violation ❑ Yes ❑ No
   b. Deceptive or unfair trade practices, or violation of consumer protection laws ❑ Yes ❑ No
   c. Violation of federal or state securities laws ❑ Yes ❑ No
   d. Criminal proceedings, investigations or actions ❑ Yes ❑ No

e. Regulatory or administrative actions ❑ Yes ❑ No
f. Employment practices or labor-related disputes ❑ Yes ❑ No
g. License revocation or suspension ❑ Yes ❑ No
h. Other civil, criminal or administrative proceeding ❑ Yes ❑ No

If "Yes" to any of the above questions 1. or 2., please attach details.

VI. DIRECTORS AND OFFICERS LIABILITY INFORMATION

1. Does the **Named Applicant** engage in any of the following?
   a. Publish any magazines, periodicals, white papers or trade journals ❑ Yes ❑ No
   b. Any form of research, development or testing ❑ Yes ❑ No
   c. Administration or sponsorship of any insurance program ❑ Yes ❑ No
   d. Representation, accreditation or standard setting ❑ Yes ❑ No
   e. Peer review, credentialing or licensing ❑ Yes ❑ No
   If "Yes," does the **Named Applicant** recommend disciplinary action as a result of any of the above activities? ❑ Yes ❑ No
   f. Labor/Union negotiations or collective bargaining ❑ Yes ❑ No
   g. Render any other professional services whether for a fee or pro bono ❑ Yes ❑ No
   If "Yes" to any of the above, please attach details.
2. Does the **Named Applicant** have an in-force policy covering cyber risks, network security and privacy? ❑ Yes ❑ No
   If "Yes," please provide name of insurer and current limits of liability: _____

VII. EMPLOYMENT PRACTICES LIABILITY INFORMATION

1. Total number of employees: Current: _____ One year ago: _____
2. Workforce classification breakdown: *Please indicate the total number in each category.*

Full time (U.S.)	
Part time including leased/loaned, temporary and seasonal (U.S.)	
Interns and volunteers (U.S.)	
Independent contractors (U.S.)	
Of the above, number located in California	
Located outside the U.S.	

3. If more than 30 percent of the workforce is located outside of the **Named Applicant**'s home state, please attach a list with each state and/or country, including total workforce in each.
4.

Employee Salary Ranges	% in Range
Up to $50,000	%
$50,001 – $100,000	%
Over $100,000	%

5. Percentage of employees involuntarily terminated in last twelve (12) months _____%
6. Annual turnover rate of employees over the last two years:

Year: _____	Turnover Rate: _____%	Year: _____	Turnover Rate: _____%

7. During the past five (5) years, has the **Named Applicant** been involved in any of the following?
   a. An administrative proceeding, investigation or audit by the EEOC or similar state or local agency or by any other federal, state or local government agency concerning any employment-related claims ❑ Yes ❑ No
   b. Employment-related civil suit or claim resulting in a payment, including defense costs, over $10,000 ❑ Yes ❑ No
   c. Any claim or other action brought by or on behalf of any non-employee third parties alleging harassment, discrimination or violation of civil rights ❑ Yes ❑ No
   If "Yes" to any of the above, please attach full details including date, allegations, current status, amounts incurred, including defense costs and any settlements or judgments as well as any corrective actions taken as a result.

8. Complete the following table for Guidelines, Policies and Procedures:

	Guidelines, Policies, Procedures	Formal Written Policy	Employees Sign and Acknowledge Receipt	Contained in Written Employment Application
a.	Equal employment opportunity	❑ Yes ❑ No	❑ Yes ❑ No	❑ Yes ❑ No ❑ N/A (no written employment application)
b.	Unrestricted employment at-will	❑ Yes ❑ No	❑ Yes ❑ No	❑ Yes ❑ No ❑ N/A (no written employment application)
c.	Zero tolerance for discrimination	❑ Yes ❑ No	❑ Yes ❑ No	
d.	Zero tolerance for sexual harassment	❑ Yes ❑ No	❑ Yes ❑ No	
e.	Zero tolerance for workplace harassment including bullying	❑ Yes ❑ No	❑ Yes ❑ No	
f.	A safe work environment including security from workplace violence or threats of violence	❑ Yes ❑ No	❑ Yes ❑ No	
g.	Compliance with the Americans with Disabilities Act of 1990 (ADA)	❑ Yes ❑ No	❑ Yes ❑ No	
h.	Compliance with the Family Medical Leave Act of 1993 (FMLA)	❑ Yes ❑ No	❑ Yes ❑ No	
i.	Employee grievance procedure with right of recourse outside of management chain	❑ Yes ❑ No	❑ Yes ❑ No	
j.	Progressive discipline procedures prior to termination/discharge of employment	❑ Yes ❑ No	❑ Yes ❑ No	
k.	Regular performance evaluations	❑ Yes ❑ No	❑ Yes ❑ No	
l.	Use of company email, Internet and social media	❑ Yes ❑ No	❑ Yes ❑ No	
m.	Procedures when dealing with third parties	❑ Yes ❑ No	❑ Yes ❑ No	
n.	Hiring, recruiting, interviewing and responding to employment verification requests	❑ Yes ❑ No		
o.	Conducting and using background/credit checks	❑ Yes ❑ No		
p.	For the classification of employees as exempt/ nonexempt and the payment of wages including overtime	❑ Yes ❑ No		

9. Does the **Named Applicant** have a full-time, dedicated human resources manager and/or department? ❑ Yes ❑ No

10. **Named Applicant** reviews all employment terminations with (check all that apply):

❑ Human resources ❑ In-house counsel ❑ Outside counsel ❑ N/A

11. Is outside legal counsel used in writing or modifying the **Named Applicant**'s employment policies, employee handbook and employment application? ❑ Yes ❑ No

12. Does the **Named Applicant** use any tests to screen applicants for employment or to screen employees for continued employment or promotion (including health, medical or genetic testing)? ❑ Yes ❑ No

If "Yes," please attach details.

13. Are all of the **Named Applicant**'s locations in full compliance with ADA requirements for both employees and third parties? ❑ Yes ❑ No

14. Regular training is conducted on employment policies, including discrimination and harassment for (check all that apply):

❑ Employees ❑ Managers and supervisors ❑ Senior executives ❑ N/A

15. Does the **Named Applicant** collect any biometric information of any person including but not limited to retina or iris scan, fingerprint, voiceprint, or scan of hand/face geometry? ❑ Yes ❑ No

If "Yes," does the **Named Applicant** pursuant to the Biometric Information Protection Act (BIPA) or any similar federal, state, or local law:

a. Have a written and publicly available biometric information policy? ❑ Yes ❑ No

b. Provide notice to and obtain written consent from each person? ❑ Yes ❑ No

c. Have security measures and controls in place that protect the collection, storage, use, and destruction of the biometric information? ❑ Yes ❑ No

d. If an outside third-party vendor is used, is there a written agreement in place that the vendor will comply with applicable laws and not disclose the information without written consent? ❑ Yes ❑ No ❑ N/A

VIII. FIDUCIARY LIABILITY INFORMATION

1. Please provide the following information about the **Named Applicant**'s employee benefits plan(s) ("Plan")

   Only single employer qualified ERISA Plans are eligible for coverage.

Plan Name (omit health and welfare Plans)	Type of Plan*	Plan Assets in $	Number of Participants
		$	
		$	
		$	
		$	

**Defined Contribution (DC), Defined Benefit (DB), or other (O)*

2. Are all Plans established and operated in compliance with Plan documents and ERISA? ❑ Yes ❑ No

   If "No," please attach details.

3. Does the **Named Applicant** solely manage Plan assets? ❑ Yes ❑ No

   If "No," please attach details for any outside third-party service providers who manage assets.

4. During the past three (3) years or over the next twelve (12) months, has or will any Plan be terminated, merged, transferred, suspended, dissolved or converted to a cash balance? ❑ Yes ❑ No
5. In the past three (3) years, has any Plan been amended to reduce, eliminate or change eligibility for benefits, or is any such amendment planned in the next twelve (12) months? ❑ Yes ❑ No
6. Are there any outstanding or delinquent contributions owed to any Plan? ❑ Yes ❑ No
7. Has any Plan ever been investigated or audited by the U.S. Department of Labor (DOL), Internal Revenue Service (IRS) or other agency, domestic or foreign? ❑ Yes ❑ No
8. Has the **Named Applicant** entered into a voluntary compliance arrangement relating to a Plan under a program administered by the DOL, IRS or other government agency whether or not fees, fines or penalties were paid? ❑ Yes ❑ No
9. Does the **Named Applicant** purchase health care insurance through an exchange as defined in Section 1311 of the Patient Protection and Affordable Care Act, ("Act") or other exchange qualified under the Act? ❑ Yes ❑ No
10. Does the **Named Applicant** sponsor any Plans that are organized and administered outside the U.S., or are any Plans subject to any laws outside of the U.S.? ❑ Yes ❑ No

    If "Yes" to any of the above questions 4. – 10., please attach details.

11. Are Plan administrators evaluated for performance on, at least, an annual basis? ❑ Yes ❑ No
12. Has the **Named Applicant** or its designated administrator(s) provided all Plan documents, summary Plan descriptions, notices of amendments and other required documentation to all Plan participants as required by law? ❑ Yes ❑ No

    If "No," to questions 11. or 12., please attach details.

IX. APPLICANT REPRESENTATION: KNOWLEDGE OF PRIOR FACTS/CIRCUMSTANCES/SITUATIONS/EVENTS

Complete this Section if:

1. There is no current policy in force providing any of the coverage(s) requested in Section II; or
2. Limits of liability requested are higher than the limits of liability shown for any coverage(s) under any policy currently in force.

If 1. or 2. above do not apply, please do not complete the Representation below.

The below Representation applies only to any coverage(s) for which no policy is currently in force; and/or to any limits of liability that are greater than the limits of liability for any coverage(s) under any policy currently in force.

Representation

No person or entity proposed for coverage has knowledge of any fact, circumstance, situation, transaction or event, which he or she has reason to believe, could give rise to a claim for which coverage would be requested under a policy issued to **Named Applicant**:

- ❑ Represent with no exceptions
- ❑ Represent with the following exceptions

_____

_____

_____

Named Applicant understands and agrees that if such Representation is untrue or incomplete, any claim or action based upon, arising out of, related to, or in consequence of such fact, circumstance, situation, transaction or event is not covered under any policy issued to the **Named Applicant**. All other rights and remedies of the Company are hereby reserved.

X. MATERIAL CHANGES TO APPLICATION

Named Applicant must immediately notify the Company of any material change in the information provided in this Application, including but not limited to the Applicant Representation where applicable. If such change(s) occurs before coverage is bound, Company reserves the right to withdraw or modify its quote for coverage based on such change(s).

FRAUD STATEMENTS

Alabama, Arkansas, District of Columbia, New Mexico, Rhode Island and West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
California: For your protection California law requires the following to appear on this application. Fraud Statement: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.
Colorado Fraud Statement: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.
Florida Fraud Statement: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
Kansas Fraud Statement: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto; or conceals , for the purpose of misleading, information concerning any fact material thereto may be guilty of a crime and may be subject to fines and confinement in prison.
Maine Fraud Statement: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits
Maryland Fraud Statement: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
New Jersey Fraud Statement: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.
Ohio Fraud Statement: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
Oklahoma Fraud Statement: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.
Oregon Fraud Statement: Notice to Oregon applicants: Any person who, with intent to defraud or knowing that he is facilitation a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.
Kentucky and Pennsylvania Fraud Statement : Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim 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 and subjects such person to criminal and civil penalties.
Tennessee, Virginia and Washington Fraud Statement: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
Fraud Statement (All Other States): Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents falseinformation in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

STATE NOTICES

Arizona Notice: Misrepresentations, omissions, concealment of facts and incorrect statements shall prevent recovery under the policy only if the misrepresentations, omissions, concealment of facts or incorrect statements are; fraudulent or material either to the acceptance of the risk, or to the hazard assumed by the insurer or the insurer in good faith would either not have issued the policy, or would not have issued a policy in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to the insurer as required either by the application for the policy or otherwise.
Florida Surplus Lines Notice: (Applies only if policy is non-admitted) You are agreeing to place coverage in the surplus lines market. Superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected under the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.
Florida and Illinois Punitive Damage Notice: I understand that there is no coverage for punitive damages assessed directly against an insured under Florida and Illinois law. However, I also understand that punitive damages that are not assessed directly against an insured, also known as “vicariously assessed punitive damages”, are insurable under Florida and Illinois law. Therefore, if any Policy is issued to the Applicant as a result of this Application and such Policy provides coverage for punitive damages, I understand and acknowledge that the coverage for Claims brought in the State of Florida and Illinois is limited to “vicariously assessed punitive damages” and that there is no coverage for directly assessed punitive damages.
Maine Notice: The insurer is not permitted to withdraw any binder once issued, but a prospective notice of cancellation may be sent and coverage denied for fraud or material misrepresentation in obtaining coverage. A policy may not be unilaterally rescinded or voided.

New York Disclosure Notice: This policy is written on a claims made basis and shall provide no coverage for claims arising out of incidents, occurrences or alleged Wrongful Acts or Wrongful Employment Acts that took place prior to retroactive date, if any, stated on the declarations. This policy shall cover only those claims made against an insured while the policy remains in effect for incidents reported during the Policy Period or any subsequent renewal of this Policy or any extended reporting period and all coverage under the policy ceases upon termination of the policy except for the automatic extended reporting period coverage unless the insured purchases additional extend reporting period coverage. The policy includes an automatic 60 day extended claims reporting period following the termination of this policy. The Insured may purchase for an additional premium an additional extended reporting period of 12 months, 24 months or 36 months following the termination of this policy. Potential coverage gaps may arise upon the expiration for this extended reporting period. During the first several years of a claims made relationship, claims-made rates are comparatively lower than occurrence rates. The insured can expect substantial annual premium increases independent overall rate increases until the claims-made relationship has matured.
Ohio Representation Statement: By acceptance of this policy, the Insured agrees the statements in the application (new or renewal) submitted to the company are true and correct. It is understood and agreed that, to the extent permitted by law, the Company reserves the right to rescind this policy, or any coverage provided herein, for material misrepresentations made by the Insured. It is understood and agreed that the statements made in the insurance applications are incorporated into, and shall form part of, this policy. **THE INSURED UNDERSTANDS AND AGREES THAT ANY MATERIAL MISREPRESENTATION OR OMISSION ON THIS APPLICATION WILL ACT TO RENDER ANY CONTRACT OF INSURANCE NULL AND WITHOUT EFFECT OR PROVIDE THE COMPANY THE RIGHT TO RESCIND IT.**

Utah Punitive Damages Notice: I understand that Punitive Damages are not insurable in the state of Utah. There will be no coverage afforded for Punitive Damages for any Claim brought in the State of Utah. Any coverage for Punitive Damages will only apply if a Claim is filed in a state which allows punitive or exemplary damages to be insurable. This may apply if a Claim is brought in another state by a subsidiary or additional location(s) of the Named Insured, outside the state of Utah, for which coverage is sought under the same policy
Missouri and Rhode Island Disclosure Notice: I understand and acknowledge that if a $100,000 or $250,000 Limit of Liability is chosen or if the Insured Organization has more than 200 employees, that Defense Costs are a part of the Limit of Liability. This means that Defense Costs will reduce my limits of insurance and may exhaust them completely and should that occur, I shall be liable for any further legal Defense Costs and Damages. Defense Costs are as defined in Section III. I also understand that the Limit of Liability for the Extended Reporting Period, if applicable, shall be a part of and not in addition to the limit specified in the Policy Declarations.

Virginia Notice: This Policy is written on a claims-made basis. Please read the policy carefully to understand your coverage. You have an option to purchase a separate limit of liability for the extended reporting period. If you do not elect this option, the limit of liability for the extended reporting period shall be part of the and not in addition to limit specified in the declarations. If you have any questions regarding the cost of an extended reporting period, please contact your insurance company or your insurance agent. Statements in the application shall be deemed the insured's representations. A statement made in the application or in any affidavit made before or after a loss under the policy will not be deemed material or invalidate coverage unless it is clearly proven that such statement was material to the risk when assumed and was untrue.

If your state requires that we have information regarding your Authorized Retail Agent or Broker, please provide below.

Retail agency name: _____ License #: _____

Agent's signature: _____ Main agency phone number: _____

(Required in New Hampshire)

Agent's name (print): _____

Agency mailing address: _____

City: _____ State: _____ Zip _____

The signer of this application acknowledges and understands that the information provided in this Application is material to the Insurer's decision to provide the requested insurance and is relied on by the Insurer in providing such insurance. The signer of this application represents that the information provided in this Application is true and correct in all matters. The signer of this Application further represents that any changes in matters inquired about in this Application occurring prior to the effective date of coverage, which render the information provided herein untrue, incorrect or inaccurate in any way will be reported to the Insurer immediately in writing. The Insurer reserves the right to modify or withdraw any quote or binder issued if such changes are material to the insurability or premium charged, based on the Insurer's underwriting guides. The Insurer is hereby authorized, but not required, to make any investigation and inquiry in connection with the information, statements and disclosures provided in this Application. The decision of the Insurer not to make or to limit any investigation or inquiry shall not be deemed a waiver of any rights by the Insurer and shall not estop the Insurer from relying on any statement in this Application in the event the Policy is issued. It is agreed that this Application shall be the basis of the contract should a policy be issued and it will be attached and become a part of the Policy.

New York Fraud Statement: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim 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 and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Applicant's signature: _____ Title: _____

Chairperson, Executive Director, CEO, CFO, or In-House General Counsel

Date: _____

Privacy Notice At Collection

We may need to collect certain personal information to provide you with our services and products. For information on how we store, use and protect personal information, please see our Privacy Policy accessible on our website, **https://www.usli.com/privacy-policy/**.