



CARRIER:

Employment Practices and Fiduciary 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 legal entity name to be the named insured on policy declaration: _____

List any DBA or other fictitious name different from the legal entity name provided above: _____

Location address: _____

City: _____ State: _____ Zip code: _____

Mailing address: _____

City: _____ State: _____ Zip code: _____

Web address (include all entities seeking coverage): _____

Email address of primary contact: _____

Description of Operations:

Employment Practices Liability (Include employees for all insureds, subsidiary(ies)/affiliate(s) where coverage is requested)

Employee Count		
Full time: _____	Part time: _____	Temporary/Seasonal: _____
Leased: _____	Independent contractors/1099: _____	

Number of employees located in:			
California: _____	Florida: _____	Illinois: _____	Louisiana: _____
Maine: _____	New York: _____	West Virginia: _____	Outside the U.S.: _____

If employees are located outside the U.S., please list the applicable countries:

1. Does the applicant have subsidiaries, affiliates, controlled entities and/or additional locations? ☐ Yes ☐ No

If "Yes," please complete the attached USLI Subsidiaries Addendum for all subsidiaries, controlled entities and/or additional locations seeking coverage. If coverage is requested, the Subsidiary Addendum is subject to underwriter review and approval.

Fiduciary Liability

If the applicant is seeking Fiduciary Liability, please complete this section. Only single employer qualified ERISA Plans are eligible for coverage. ESOPS, union and multiple/multi-employer plans are ineligible. Section V will be required prior to binding.

Total Plan Assets: _____	Total Plan Participants: _____
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2. Is the applicant's primary plan (the plan with the highest percentage of assets) in operation for a minimum of three years? ☐ Yes ☐ No
3. Does the applicant have an Employee Stock Ownership (ESOP) plan and/or union plan? ☐ Yes ☐ No
4. Does the applicant have a defined benefit plan that has been determined to be underfunded by more than 10% in the past 12 months? ☐ Yes ☐ No

II. COVERAGE REQUESTED

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

Coverage Requested	Policy Currently in Force?	Current Limits	Current Retention	Current Insurer	Expiring Premium	Retroactive Date/ Full Prior Acts
<input type="checkbox"/> EPL	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		\$	
<input type="checkbox"/> Fiduciary	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		\$	

III. GENERAL UNDERWRITING INFORMATION

5. Year established: _____
6. Do more than 50% of all employees currently earn more than \$100,000? ☐ Yes ☐ No
7. a. Is the applicant a subsidiary of another organization (foreign or domestic)? ☐ Yes ☐ No
b. Is the applicant a franchisee of another organization? ☐ Yes ☐ No
c. Name of parent and/or franchisor and location: _____
8. Is the applicant, named insured, their parent company or any subsidiary publicly held or a public reporting company under the Securities Exchange Act of 1934? ☐ Yes ☐ No

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

9. Have any of the following occurred in the past 12 months or are planned for the next 18 months by any entity proposed for coverage?
- a. Sale, closure, merger, acquisition, including but not limited to, formation or divesting of a subsidiary? ☐ Yes ☐ No
- b. Reduction in workforce including layoffs, downsizing, furloughs, staff reductions or facility closings? ☐ Yes ☐ No
If "Yes," what percentage of workforce was/will be affected? _____ %
- c. Bankruptcy filings, breach of debt covenants, work-out arrangements with creditors, reorganization or restructuring? ☐ Yes ☐ No
- d. Failed to maintain enough liquidity to maintain operations or make payroll? ☐ Yes ☐ No

IV. EMPLOYMENT PRACTICES LIABILITY UNDERWRITING INFORMATION

10. Has the named insured, applicant or subsidiary (referred to as "you" herein) in the past, currently, or plan to, in the next 12 months, collect any biometric information or biometric identifiers of any natural person? (Biometric identifiers include but are not limited to retina or iris scan, fingerprint, voiceprint, deoxyribonucleic acid (DNA), scan of hand or face geometry, or any physical, physiological, biological or behavioral characteristic of an individual, or anything else that could be perceived as unique to an individual). ☐ Yes ☐ No
(If "Yes," please complete the attached Biometric Supplement Information)
11. Are all of the applicant's business locations, websites and/or mobile applications in full compliance with ADA requirements for both employees and third parties? ☐ Yes ☐ No
12. Has the company been audited by a local, state or federal labor department or agency in the past 5 years? ☐ Yes ☐ No
a. If "Yes," has the company ever been found to be in violation of any local, state or federal wage and hour laws? ☐ Yes ☐ No
13. Does the applicant provide regular training for employees, supervisors, senior management and ownership in accordance with applicable federal, state and/or local anti-sexual harassment and anti-discrimination laws? ☐ Yes ☐ No
14. Regarding written employment guidelines, does each entity proposed for insurance have a(n):
- a. Anti-discrimination policy currently in place? ☐ Yes ☐ No
- b. Anti-harassment policy, including sexual harassment and workplace harassment including bullying? ☐ Yes ☐ No
- c. Policy regarding the use of company email, internet and social media? ☐ Yes ☐ No
- d. Written procedure outlining the handling of complaints of discrimination and/or harassment when they involve management or non-employees? ☐ Yes ☐ No
- e. Process for completing an I-9, Employment Eligibility Verification form for all employees? ☐ Yes ☐ No
- f. Progressive discipline procedures prior to termination/discharge of employment? ☐ Yes ☐ No
- g. Workplace violence policy? ☐ Yes ☐ No

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

V. FIDUCIARY LIABILITY UNDERWRITING INFORMATION *(All questions must be answered in order for fiduciary liability coverage to be bound.)*

15. Please provide the following information about the applicant's employee benefits plan(s). Only single employer qualified ERISA plans are eligible for coverage. Employee Stock Ownership (ESOP) plans are not eligible.

Plan Name	Type of Plan	Plan Assets (\$)	Number of Participants

Types of plans: Health and welfare plan= **HWP**; Employee stock ownership plan= **ESOP**; Defined contribution plan= **DCP**; Excess benefit plan= **EBP**; Defined Benefit Plan= **DBP**; Other:

16. Does each plan use an outside investment manager or third party service provider to manage assets? ☐ Yes ☐ No
17. Does each plan subject to ERISA comply with all applicable requirements of ERISA and the Internal Revenue Code of 1982, including: eligibility, participation, plan documents, vesting, fiduciary responsibility and funding standards? ☐ Yes ☐ No
18. In the past three years or in the next 12 months, has there been or is there now under consideration any material changes to a plan including termination, consolidation, formation, acquisition of a plan, suspension, dissolution or conversion to a cash balance? ☐ Yes ☐ No
19. In the past three years, has there been any plan amended to reduce, eliminate or change eligibility for benefits, or is any such amendment or additional plan(s) anticipated in the next 12 months? ☐ Yes ☐ No
20. Are there any outstanding or delinquent contributions owed to any plan? ☐ Yes ☐ No
21. Are 401K plan participants advised of the performance of their investment options and given the opportunity to adjust their selections at least annually? ☐ Yes ☐ No
22. Within the past 18 months, has an actuary found that any plan was or is currently under-funded by more than 10%? ☐ Yes ☐ No
23. 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
24. Does the applicant or fiduciary plan administrator of the applicant, currently offer, or plan to offer, investment options, benefits, or compensation in any cryptocurrency, digital assets, tokens, coins, or any derivatives thereof? ☐ Yes ☐ No
25. Does any plan invest more than 10% of its assets in the stock or real estate holding of the Sponsor Organization, the Sponsor's parent, subsidiaries or any other entity? ☐ Yes ☐ No

VI. LOSS INFORMATION

All questions must be answered and if "YES," please complete a USLI Claim Supplement for each inquiry, complaint, notice of hearing, claim or suit.

26. 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? ☐ Yes ☐ No
27. 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
28. Within the past five years, has any claim been made or is any claim now pending against any plan, organization or individual proposed for this insurance in the capacity as fiduciary, trustee or administrator? ☐ Yes ☐ No
29. Does any proposed insured have knowledge or information of any act, error or omission which might give rise to a claim under the proposed fiduciary liability coverage? ☐ Yes ☐ No
30. Has any policy for Employment Practices Liability or Fiduciary Liability insurance ever been cancelled or non-renewed by the carrier? *(not applicable in MO)* ☐ Yes ☐ No

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 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 facilitating 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/>.