

Claim Application

DEFENSE WITHIN LIMITS: THE AMOUNT OF MONEY AVAILABLE UNDER THE POLICY TO PAY SETTLEMENTS OR JUDGEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY DEFENSE EXPENSES, INCLUDING BUT NOT LIMITED TO FEES PAID TO ATTORNEYS TO DEFEND YOU.

NOTICE: THE LIABILITY COVERAGE PARTS PROVIDE CLAIMS-MADE COVERAGE, WHICH APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. THE LIMITS OF LIABILITY CAN BE COMPLETELY EXHAUSTED BY DEFENSE EXPENSES AND DEFENSE EXPENSES WILL BE APPLIED AGAINST THE RETENTION. THE INSURER WILL HAVE NO LIABILITY FOR DEFENSE EXPENSES OR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT IN EXCESS OF THE APPLICABLE LIMIT OF LIABILITY.

Application Instructions

Whenever used in this Application, the term "Applicant" shall mean the Named Insured and all subsidiaries or other organizations applying for coverage, unless otherwise stated.

I. General Information

Name of Applicant: _____

Address of Applicant: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____

Name and Address (if different than above) of Primary Contact (Executive Officer authorized to receive notices and information regarding the proposed policy):

Name: _____ Title: _____

Address: _____ City: _____ State: _____ Zip: _____

II. Claim Information

1. Full name and title or position of individual(s) involved in the Claim, suit, or circumstance which could give rise to a Claim:

Full Name(s) of Claimant (Plaintiff)	Position / Title

Full Name(s) of Defendant	Position / Title

2. Date alleged Claim, suit, or circumstance occurred: _____

3. Date Claim made against an Insured: _____

4. Location of Claim (City, State): _____

5. Has this Claim, suit, or circumstance been reported to any insurance carrier? ☐ Yes ☐ No
If "Yes," date reported to insurance company: _____

6. To which insurance company did the Applicant report this Claim, suit, or circumstance? _____

7. Current status of Claim, suit, or circumstance: ☐ Closed ☐ Open ☐ In Suit ☐ Potential

8. If Claim, suit, or circumstance is closed, provide the following:

Total Damages Paid: \$ _____

Total expenses paid (including deductible): \$ _____

TOTAL DAMAGES PAID AND TOTAL EXPENSES PAID DOCUMENTATION MUST BE SUBMITTED WITH THE COMPLETED APPLICATION.

9. If Claim, suit, or circumstance is open, in suit, or potential, provide the following:

Total Damages Demanded: \$ _____ Total Expenses Paid to Date: \$ _____

a. What specific causes of action are alleged in the Claim, suit, or circumstance? (Sexual Harassment, Discrimination, Wrongful Termination, etc.):

b. Description of events that gave rise to the Claim, suit, or circumstance (Attach a copy of the formal complaint, charges, etc. if applicable).

c. How did the Applicant respond to the allegations in the Claim, suit or circumstance?

d. Describe how the Claim, suit, or circumstance was investigated and by whom:

e. What policies and/or procedures have been implemented or revised to prevent a recurrence or similar Claim, suit, or circumstance?

THE INSURER WILL NOT BE LIABLE TO MAKE ANY PAYMENT FOR LOSS IN CONNECTION WITH ANY CLAIM MADE AGAINST ANY APPLICANT DIRECTLY OR INDIRECTLY BASED UPON ARISING OUT OF 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 APPLICANT'S RESPONSE TO QUESTIONS.

III. Material Change

If any of the Applicant's discover or become aware of any significant change in the condition of the Applicant between the date of this Application and the Policy inception date, which would render the Application inaccurate or incomplete, notice of such change will be reported in writing to the Insurer immediately and any outstanding quotation may be modified or withdrawn.

IV. Declarations and Signature

The submission of this Application does not obligate the Insurer to issue, or the Applicant to purchase, a policy. The Applicant will be advised if the Application for coverage is accepted. The Applicant hereby authorizes the Insurer to make any inquiry in connection with this Application.

The undersigned, acting on behalf of all Applicants, declare that to the best of their knowledge and belief, after reasonable inquiry, the statements set forth in this Application and in any attachments or other documents submitted with the Application are true and complete and were made to obtain requested information from each and every Applicant proposed for this insurance to facilitate the proper and accurate completion of this Application.

The undersigned agree that the information provided in this Application and any material submitted herewith are the representations of all the Applicants and the basis for issuance of the insurance policy should a policy providing the requested coverage be issued, and that the Insurer will have relied on all such materials in issuing any such policy. Any material submitted with the Application shall be maintained on file (either electronically or paper) with us.

The information requested in this Application is for underwriting purposes only and does not constitute notice to the Insurer under any policy, of a Claim or potential Claim.

SIGNATURE OF APPLICANT'S AUTHORIZED REPRESENTATIVE

Date

Signature**

Title

**This Application must be signed by the chief executive officer, president, or chief financial officer of the Applicant's parent organization acting as the authorized representatives of the person(s) and entity(ies) proposed for this insurance.

Produced By: Producer: _____ Agency: _____

Taxpayer ID: _____ License Number: _____ Email: _____

Address (Street, City, State, Zip): _____