IMPERIUM INSURANCE COMPANY

Return All Applications to:
Rockwood Programs Inc.
3001 Philadelphia Pike
Claymont, DE 19703-2580
Tel: 800-558-8808
Fax: 302-334-0325
Email Fax: 844-274-1917
www.rockwoodinsurance.com

EMPLOYMENT PRACTICES LIABILITY INSURANCE APPLICATION

THIS APPLICATION IS FOR A CLAIMS-MADE POLICY. PLEASE READ YOUR POLICY CAREFULLY

Applicant may qualify for a QUICK QUOTE by completing Section I below. Sections II, III, IV, & V answers will be required prior to binding and are subject to underwriting approval. QUICK QUOTE is not available for accounts with losses in the past 5 years. If there is a loss history, please complete the entire application and submit details in a Claim Supplement.

I GENERAL INFORMATION

A. Applicant/Named Insured _____

B. Physical Address _____ O Same as mailing address
(P.O. Box is not an applicable address)

City _____ State _____ Zip _____ County _____

C. Web Address _____

D. Primary Contact: Email Address _____ Phone (____)_____

E. Description of Operations _____

F. Business is: O Corporation O Individual Proprietor O Partnership O LLC O Other *(specify)* _____

G. Full time Employees _____ Part Time _____ Temporary/ Seasonal _____ Leased _____ Independent Contractors _____ Volunteer/ Interns _____

H. What percentage of employees belong to a Union . . . . . _____%

I. List below the Number of Employees in Top 3 States by State: Employees Outside the U.S. _____

1. State_____ Number of Employees_____ **2.** State_____ Number of Employees_____ **3.** State_____ Number of Employees _____

J. Number of Locations: Within U.S. . . . . _____ Outside the U.S. . . . . _____

II UNDERWRITING INFORMATION

A. Year Established . . . . . _____ Number of years under current management . . . . . _____

B. Do more than 50% of all employees currently earn more than $100,000?. . . . . O Yes O No

1. Is the Applicant a Subsidiary of another organization? . . . . . O Yes O No
2. Is the Applicant a franchisee of another organization?. . . . . O Yes O No
3. Name of Parent and/or Franchisor and Location: _____
4. Does the Applicant want any Subsidiary(s) covered?. . . . . O Yes O No
   If "Yes," include employees in employee count above and provide:
   a) Name of Subsidiary(s) _____
   b) Is the Subsidiary(s) at least 50% owned by the Applicant? . . . . . O Yes O No
   c) Does the Subsidiary(s) fall within the same class of business as the Applicant? . . . . . O Yes O No
5. Expiring Policy

Retroactive Date / /	Limits $	Retention $	Premium $
Expiration Date / /	Carrier:		

III HUMAN RESOURCES

A. Written Guideline Requirements:

1. Does each entity proposed for Insurance have a written Email/Internet Policy currently in place or is willing to implement one? . . . . . O Yes O No
2. Does each entity proposed for insurance have a written Anti-Discrimination and Anti-Harassment Policy? . . . . . O Yes O No
3. Does the company have an employee grievance reporting and resolution process? . . . . . O Yes O No
4. Does the company have a HR Coordinator? . . . . . O Yes O No

If "No", describe how HR functions are administered. _____

_____

_____

5. Do all employees receive training in the proper implementation of your human resources policies and procedures? . . . . . O Yes O No
If "Yes," please provide a description and number of hours each employees is required to take.

_____

_____

6. Do you have a written policy with respects to progressive discipline for Employees? . . . . . O Yes O No

IV BUSINESS PRACTICES

A. 1. Has any entity proposed for insurance closed, sold, merged-with or acquired any company in the past 12 months or anticipate doing so in the next 12 months? . . . . . O Yes O No

2. Has any entity proposed for insurance downsized, laid off, or reduced staff in the past 12 months or anticipate doing so in the next 12 months? . . . . . O Yes O No
If "Yes," please complete the following three questions.
   a) What percentage of the workforce was/will be affected? . . . . . _____ %
   b) How and why were the individuals selected? *Provide details on separate sheet of paper.*
   c) What will be offered? *(Check all that apply):*
      O Re-location arrangements O Re-training O Severance package O Out-placement

B. Has any Policy for Employment Practices Liability Insurance ever been cancelled or non-renewed by the carrier? . . . . . O Yes O No

C. Do you own any other entities? . . . . . O Yes O No *If "Yes", please provide details on Supplemental Application.*

V CLAIMS HISTORY

A. Within the last 5 years, has any employment related, or 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? . . . . . O Yes O No ***If "Yes," complete Claim Supplemental for each claim.***

B. Is any person proposed for this Insurance aware of any fact, circumstance, or situation which may result in an employment claim, or third party discrimination, or third party harassment claim against any entity proposed for Insurance or any of its Directors, Officers, Members (if LLC), or Employees? . . . . . O Yes O No
If "Yes," complete Claim Supplemental for each claim.

VI OPTIONAL COVERAGES

A. Are you looking for Wage and Hour coverage? . . . . . O Yes O No
If "Yes", please complete Wage and Hour supplemental application.

B. Are you looking for Third Party coverage? . . . . . O Yes O No

C. Are you looking for Defense Outside the Limits of Liability Coverage? . . . . . O Yes O No

VII ADDITIONAL APPLICANT INFORMATION

Applicant's
Mailing Address _____

City _____ State _____ Zip _____

FRAUD STATEMENTS

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 on 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 otherwise.

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 Colorado division of insurance within the department of regulatory agencies.

District of Columbia Fraud Statement: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Florida Fraud Statement: Any person who knowingly and with in- tent 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.

Florida 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 obligated of an insolvent unlicensed insurer.

Florida and Illinois Punitive Damages 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.

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, pur- ported insurer, broker or any agent thereof, any written 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 pol- icy 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.

Kentucky Fraud Statement: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance 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.

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 im - prisonment, fines or a denial of insurance benefits. A binder may not be withdrawn 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.

Maine 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 may include imprisonment, fines or denial of insurance benefits. A binder may not be withdrawn 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.

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.

Minnesota Notice: Authorization or agreement to bind the insurance may be withdrawn or modified only based on changes to the information contained in this application prior to the effective date of the insurance applied for that may render inaccurate, untrue or incomplete any statement made with a minimum of 10 days notice given to the insured prior to the effective date of cancellation when the contract has been in effect for less than 90 days or is being canceled for nonpayment of premium.

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

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 extended 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 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 pe- riod. 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 in- dependent overall rate increases until the claims-made relationship has matured.

North Dakota Fraud Statement: Notice to North Dakota app-li cants-Any person who knowingly and with the intent to defraud an 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.

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. 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 the statements made in the insurance application are incorporated into, and shall form part of, this policy.

THE INSURED UNDERSTANDS AND AGREES THAT ANY MATERI- AL 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..

Oklahoma Fraud Statement: WARNING: Any person who knowing- ly, 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 felony.

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

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 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.

Utah Notice: I understand that Punitive Damages are not insur- able 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.

Utah 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.

Vermont Fraud Statement: 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 subject to fines and confinement in prison.

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 ex- tended 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 supplication 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 invalidates coverage unless it is clearly proven that such statement was material to the risk when assumed and was untrue.

Virginia Fraud Statement: Any person who knowingly and with intent to defraud an insurer, submits an Application for insurance or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Washington Fraud Statement: It is a crime to knowingly provide false, incomplete or misleading information to an insurance com- pany for the purpose of defrauding the company. Penalties may include imprisonment, fines or a 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 is guilty of a crime and may be subject to fines and confinement in prison.

Missouri & 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's Organization has more than 200 employees, that Defense Costa 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 Costa is 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.

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

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 matter 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 under- writing 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 the 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 state value of the claim for each such violation.

Applicant's Signature _____ Title _____
President, Chairperson of the Board, Managing Member or Executive Director

Date _____

Retail agency name _____ License No. _____

Agent's signature _____ Phone No. ( )
(Required in New Hampshire)

Email Address _____

Agency mailing address _____

City _____ State _____ Zip _____