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CONFIDENTIAL

BB&T INSURANCE SERVICES

Paula D. Layton

110 Dixie Street

Carrollton, Georgia 30117

1-800-356-9804

Office (770) 214-1991

Fax 1-888-751-2997

E-Mail Address:

PDLayton@BBandT.com

TO: _____

COMPANY: _____

FAX #: _____

DATE: _____

SUBJECT: DATIA Professional Liability Application
Commercial Lines Supplemental Application
Employment Practices Liability Application (Including
Third Party)

This is a 22 page document (including cover sheet)

Please find the attached applications as requested. Please complete all information and fax or mail back to my office. If you do not want a quote for any of the above coverages offered, please write "REJECTED", sign and return those forms also.

For your convenience, we have included a fax cover sheet to our office.

Thank you!

NOTE:

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US. THANK YOU.

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TO: Paula D. Layton Phone Number: 1-800-356-9804

COMPANY: BB&T Insurance Services, Inc.
110 Dixie Street
Carrollton, Georgia 30117

FAX #: 1-888-751-2997

E-MAIL: PDLayton@BBandT.com

DATE:

FROM:

SUBJECT: DATIA Professional Liability
Commercial Lines Coverages
Employment Practices Liability (Including Third Party)

This is a page document (including cover sheet)

Please quote the DATIA Professional Liability as per the attached application. I understand that I will be receiving this proposal from Paula D. Layton.

Please quote Commercial Lines Coverages as per the attached information. I understand that I will be receiving this proposal from Lisa Clear.

Toll Free: (877) 643-6227 toll-free #1 then #5 or Direct Line: (919) 716-9827
E-Mail: LClear@BBandT.com

Please quote Employment Practices Liability as per the attached application. I understand that this application will be submitted to the carrier to quote and I will receive this proposal from Paula D. Layton when received from the carrier.

NOTE:

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MARKEL INSURANCE COMPANY

DRUG & ALCOHOL TESTING INDUSTRY ASSOCIATION ERRORS AND OMISSIONS LIABILITY APPLICATION

APPLICANTS INSTRUCTIONS:

1. Answer all questions. If the answer requires detail, please attach a separate sheet.
2. Application must be signed and dated by owner, partner or officer.
3. Note: Membership in DATIA is required for consideration in this program.
4. Signing of this application does not bind the Company to offer nor the Applicant to accept insurance.
5. It is agreed that this application will be part of the insurance policy, if issued. This is an application form for a claims made policy.

I. GENERAL INFORMATION:

- A. Name and address of Applicant: _____

- Phone Number: _____ Fax Number: _____
 Federal ID Number or Social Security Number : _____
- B. Executive Officer in Daily Management: _____
 (Name) (Title)
- C. Sole Proprietorship Corporation Partnership LLC
- D. Year Business Began? _____ (If under one year, indicate month also)
- E. Member of Datia? Yes No Member # _____
- F. Are you accredited? Yes No

II. LOSS HISTORY:

- A. Furnish loss history (3 years) for all claims alleging errors in the drug testing process)
If no prior claims, write NONE.
- | Date Claim First Made | Paid Damages/Expenses Including Attorney Fees | Outstanding Damages/Expenses Including Attorney Fees | Total Damages |
|-----------------------|---|--|---------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Please provide a full description of each claim on a separate sheet.

- B. Are you aware of any facts, incidents or circumstances which may result in claims being made against you under the proposed insurance policy?
 (If yes, please provide details on separate sheet) ___Yes ___No
- C. Has the proposed coverage ever been purchased before, whether specifically or as part of another insurance contract? ___Yes ___No
- D. Has any insurer ever canceled or non-renewed this type of coverage?
 (If yes, please provide details on separate sheet) ___Yes ___No
- E. Have you or any of your employees ever been the subject of disciplinary or investigative proceedings or reprimanded by an administrative or governmental agency, hospital or professional association?
 (If yes, please provide details on separate sheet) ___Yes ___No
- F. Provide the following information for any similar insurance, if any, carried during the last three years.
If no prior coverage, write NONE.

Company	Policy Limit	Deductible	Annual Premium	Policy Term
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

III. EMPLOYEES:

1. Number of employees: Full Time: _____ Part Time: _____

IV. SCOPE OF BUSINESS SERVICES:

Please answer the following and also attach your current service description brochures.

Do you perform any or all of the following services? (If you provide some, but not all of the services, please explain on an attached sheet.)	Please Check If Yes	% of Clients' Total Tests
As a Third Party Administrator/Facilitator:		
(1) Obtaining, contracting with and managing collection sites, breath alcohol technicians, laboratories, medical review officers (MRO).	_____	_____
(2) Do you or your employees actually perform any of the above listed services. If so, which (√): <u>Collection</u> <input type="checkbox"/> /lab tests <input type="checkbox"/> / medical review <input type="checkbox"/>	_____	_____
(3) Urinalysis or alcohol blind specimen quality assurance	_____	_____
(4) Preparation of or consulting on company policies on substance abuse.	_____	_____
(5) Random testing administration.	_____	_____
(6) 24-hour post accident and reasonable cause testing administration.	_____	_____
(7) Other _____	_____	_____

V. TEST ADMINISTRATION

(1) Please provide estimated testing count for the coming year for the following classes:

	No. of Tests
A Drug Test (Urine)	
(1) Collection only (by you/employee)	_____
(2) Lab Test only (by you/employee)	_____
(3) Collection, Lab Test and/or Medical Review (by you/employee)	_____
(4) Facilitation Only (TPA)	_____
B Alcohol Test (Breath or Blood)	
(1) Performed by you/employee	_____
(2) Performed by Independent Contractor	_____
C. DRUG OR ALCOHOL TEST	
Hair	_____
Chemical Profiling	_____
Immediate Response Urine Test/Rapid Drug Test	_____
Adulteration Testing	_____
Surface Detection of Illegal Drugs	_____
Sweat	_____
Oral Fluid	_____
Fingernail or Toenail	_____
D. DNA Testing (Paternity only)	_____
E. HIV Testing	_____
F. Background Checks (Outside Company used to provide service)	_____

TOTAL TESTS

TRAINING SESSIONS FOR CLIENTS Number per Year
(as it relates to drug testing only) _____

Further explanation:

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VI. MEDICAL REVIEW OFFICER (for each associated MRO):

Name _____

Address: _____

Employee _____ Independent _____

Accrediting Organization _____

VII. LABORATORY:

Please list all laboratories that provide testing services to any of your employer clients:

SAMHSA Certified

Yes No

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.

X

Date

Applicant's Authorized Signature (Principal, Partner or Officer)

Title

**MAIL OR FAX TO:
BB&T INSURANCE SERVICES, INC.
110 Dixie Street
Carrollton, Georgia 30117
Toll Free 1-800-356-9804
Phone: (770) 214-1991
Fax: 1-888-751-2997**

PROPERTY

(if more than one building, please make a copy and submit for each)

Building Limit: _____

Business Personal Property: _____

Construction of Building: _____
(Needed if owned or leased)

Type Roof: _____

Square Footage: _____
(Needed if owned or leased)

Year Built _____
(if over 20 years, need date Roof, Electrical, Plumbing & HVAC updated)
(Needed if owned or leased)

Inside/Outside City Limits? Inside Outside

Distance from fire department: _____

Sprinklered? Yes No

Type Alarm: _____

Smoke Detector? Yes No

MOBILE EQUIPMENT (Goes off premises)

Year	Make	Model	Limit
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

GENERAL LIABILITY

Current Carrier: _____

Desired Limits of Liability (\$1,000,000 is standard): _____

Sales/Revenue: _____

Payroll: _____

WORKERS COMPENSATION

Employees: ___ # Clerical employees: ___ # Owners/Officers: ___

Employee Duties	Payroll	# Part Time	# Full Time
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Individuals, Partners, & Officers Information – (Not listed above)

Name	Title	Ownership %	Duties	Include or Exclude	Payroll
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

AUTOMOBILE

DRIVER NAME	DATE OF BIRTH	DRIVERS LICENSE #	STATE LICENSED	ANY ACCIDENTS OR VIOLATIONS
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

YEAR	MAKE	MODEL	ID NUMBER	GROSS VEHICLE WEIGHT	USAGE
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

LIABILITY LIMIT: _____
 UNINSURED MOTORISTS LIMIT: _____
 MEDICAL PAYMENT LIMIT: _____
 COLLISION DEDUCTIBLE: _____
 OTHER THAN COLLISION DEDUCTIBLE: _____

WHICH VEHICLES DO YOU WANT "COLLISION" & "OTHER THAN COLLISION" QUOTED ON?

1. Are driver's allowed to take vehicles home? [] Yes [] No

Lisa Clear
BB&T Insurance Services, Inc.
PO Box 31128
Raleigh, NC 27622

(877) 643-6227 toll-free #1 then #5
(919) 716-9827 direct
(888) 831-8413 fax



Employment Practices Liability

WHY YOU NEED EMPLOYMENT PRACTICES LIABILITY INSURANCE (EPL):

- ▶ A private company is more likely to have an Employment Practices claim than a General Liability or property claim.
- ▶ 3 out of every 5 employers are sued by former employees
- ▶ 65% of all companies that have ever fired an employee have been hit with an employment related lawsuit
- ▶ In 2006, the median award for all plaintiff verdicts was over \$200,000
- ▶ Over 40% of all Employment Practices claims are brought against firms with less than 100 employees

The following are important coverages that we offer in our EPL policy. Make sure that your policy includes all of these features.

COVERAGE FEATURES	OUR GROUP	COMPETITORS' POLICY
Fair Labor Standards Act (FLSA) - \$100,000 sub-limit for defense costs and loss (available in most jurisdictions). This helps protect employers in the event they are confronted with wage and hour disputes	✓	?
Defense and Settlement provision ("Hammer Clause") softened to cover 75% of defense costs and loss after Insured's final refusal to consent to settle a claim	✓	?
Defense outside the limit – We bear all costs of defense above the retention and defense costs do not erode the Limit of Liability (if a \$500k or higher limit is chosen and there are fewer than 200 employees)	✓	?
Duty to Defend - We have an obligation to defend all claims (as defined by the policy) even if found to be groundless, false or fraudulent. We use expert outside defense counsel and in-house claim adjusters to control defense costs as well as to reduce overall claim costs	✓	?
Full Prior Acts available for most risks - provides coverage for acts occurring prior to the inception of the policy that result in claims made during the policy period (Not available in CA)	✓	?
Punitive Damages are included in the definition of Loss with most favorable venue wording (available in most jurisdictions). Punitive damages can be one of the largest EPL exposures for an organization. Most favorable venue wording is especially important for organizations with multiple locations as punitive damages are not insurable in all states	✓	?
Third Party coverage available for most classes of business provides coverage for claims made by non-employees, usually customers or vendors, that allege that an employee harassed or discriminated against them	✓	?
Independent Contractors are included in the definition of Employee.	✓	?
Risk Management Services- Free unlimited employment practices consultation helpline PLUS Sexual Harassment Prevention Training online at a 50% discount (satisfies state mandated training for CA, CT and ME)	✓	?

(Not available in CA, AL, Hawaii, Missouri, RI, CT, DC, OH, & WV)

WHY CHOOSE TO BE INSURED WITH UNITED STATES LIABILITY INSURANCE GROUP?

- ▶ One of only 20 A++ rated insurance groups in the United States by A.M. Best.
- ▶ A proud member of the Berkshire Hathaway Group, recently voted the #1 most admired Property & Casualty Company in the world (Fortune Magazine).

Insure your financial well-being with a A++ stable company that will be there to pay your claim

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 Broker. A specimen policy is available from an Agent of the Company. Your actual Policy Conditions may be amended by Endorsement or affected by State Laws.



Employment Practices Help Line and Loss Prevention

FREE EMPLOYMENT PRACTICES LIABILITY (EPL) HELP LINE

United States Liability Insurance Group (USLI) has contracted with PeopleSystems® to provide a **Human Resource Help Line free of charge** for applicants who purchase an EPLI, Non Profit Directors & Officers with EPLI, Corporate Directors & Officers with EPLI, or Medical Providers EPLI policy.

The PeopleSystems® Help Line provides toll-free consultation with a team of HR specialists trained to help Principals/Managers respond effectively to their unique personnel issues such as:

- Wage and Hour regulations
- Human Rights
- Sexual Harassment and Discrimination
- Personnel policies and practices
- Corrective discipline, suspension, termination and warnings
- Employment laws including but not limited to: The Americans with Disabilities Act, The Family Medical Leave Act, COBRA and The Fair Labor Standards Act

ONLINE SEXUAL HARASSMENT PREVENTION TRAINING

In addition, policyholders now have access to an Online Sexual Harassment Prevention Training Program at a **50% discount** to PeopleSystems® standard rates!

The PeopleSystems® Online Sexual Harassment Prevention Training program satisfies state mandated training requirements.

- Currently, California, Connecticut and Maine mandate training, including what is to be covered and how long an employee must undergo training. Additional states are likely to follow.
- With the PeopleSystems® program, employers can view a free demonstration and sign up all their managers and/or employees at \$15 per person. Each employee can participate individually at a time convenient for them.

For a free demonstration, go to www.peoplesystems.com and select "Free Preview" from the menu on the left.

PeopleSystems® provides other human resource services at an additional cost. These are NOT a part the services above and include but are not limited to: Unemployment Cost Control, Management Seminars and Payroll and Tax reporting.



Employment Practices Liability Insurance

DATIA PROGRAM

EMPLOYMENT PRACTICES LIABILITY APPLICATION

All questions must be answered and application must be signed by the Chairperson or President of Applicant.
This is an application for a claims made policy. Please read your policy carefully.
Defense Costs shall be applied against the retention.

PLEASE QUOTE:
THIRD PARTY COVERAGE
FULL PRIOR ACTS
(IF AVAILABLE)

1. Name of Applicant: _____
 Primary Address: _____
 City: _____ State: _____ Zip: _____
 Website Address: _____

2. Person to receive all notices on behalf of the Insured:
 _____ Title: _____ Email Address: _____

3. Does the Applicant have more than one location? Yes No
 Are there any locations in Louisiana or outside the U.S.? Yes No
 If there is more than one location, please attach a list of all locations, including the address and the number of employees at each.

4. Is the Applicant a Subsidiary of another organization? Yes No
 Name of Parent: _____ Location: _____

5. Is the Applicant a franchisee of another organization? Yes No

6. Description of Operations: Rating Class per USLI - Drug Rehab Center for DATIA

7. Total number of Employees.	Current 12 months	Prior 12 months	Anticipated next 12 months (If operating less than 3 years)
Full Time:	_____	_____	_____
Part Time:	_____	_____	_____
Temporary/Seasonal:	_____	_____	_____
Independent Contractors:	_____	_____	_____
Leased:	_____	_____	_____

8. Has the Applicant been in business longer than three years? Yes No

9. Has the Applicant closed, downsized, laid off, reduced staff, sold, merged or acquired any company in the past 12 months? Yes No
 Does the Applicant anticipate doing so in the next 12 months? Yes No
 If yes to either, please attach details.

10. Do more than 50% of all Employees currently earn more than \$75,000? Yes No
 Exception-Consultants: Do more than 50% of all Employees currently earn more than \$100,000? Yes No

11. Does the Applicant currently carry Employment Practices Liability Insurance? Yes No
 If yes, provide the following:

Name of Insurer	Limits	Policy Period	Deductible/Retention	Premium	Retroactive date
-----------------	--------	---------------	----------------------	---------	------------------

12. Does the Applicant want any Subsidiary(s) covered? Yes No
 Is the Subsidiary(s) at least 50% owned by the Applicant? Yes No
 Does the Subsidiary(s) fall within the same class of business as the Applicant? Yes No
 Have the Employees of the Subsidiary(s) been included in your total Employee count? Yes No
 Please provide name(s) of the Subsidiary(s).

13. 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 the Applicant or any person proposed for Insurance in the capacity of either Director, Officer or Employee of the Applicant? Yes No

If "Yes," please complete a United States Liability Insurance Group Supplemental claim application for each claim.

14. 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 sexual harassment claim against the Applicant or any of its Directors, Officers or Employees? Yes No

If "Yes," please complete a United States Liability Insurance Group Supplemental claim application for each claim.

15. Does the Applicant have an Email/Internet Policy currently in place? Yes No
If no, is the Applicant willing to implement one? (Sample can be provided by the Company) Yes No

A premium credit will be applied for having, or agreeing to implement, an Email/Internet Policy.

Please submit a copy of current or newly implemented policy within 21 days after the inception date of this insurance.

Mandatory Written Employment Policies.

Does the Applicant have an Anti-Discrimination and Anti-Harassment Policy currently in place? Yes No

If "yes", does it include:

1. A definition of "Sexual Harassment" as well as Harassment in general? Yes No
2. At least two positions (e.g. President and HR Manager) to whom an Employee can report allegations of Discrimination or Harassment? Yes No
3. Is it distributed to all Employees for them to read and then sign in acknowledgement? Yes No

If you answered "yes" to all of the above, you do not need to submit a copy to us.


If you do not have an Anti-Discrimination and Anti-Harassment Policy or answered "no" to any of the above, please (1) implement, (2) distribute to all Employees and (3) forward to us such a policy containing the above provisions within 21 days after the inception date of this insurance (sample can be provided by the Company). Failure to do so will result in rescission of the binder for this insurance.

SEE ENCLOSED SAMPLES

Virginia Notice: You have an option to purchase a separate limit of liability for the extension period, Policy common conditions VII. If you do not elect this option, the limit of liability for the extension period shall be part of the and not in addition to limit specified in the declarations. 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.

Minnesota Notice: The clause "and/or authorization or agreement to bind the insurance." is replaced with "Authorization or agreement to bind the insurance may be withdrawn or modified 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.

Missouri and Arkansas Disclosure Notices: I understand and acknowledge that this policy contains a defense within the limits provision which means that "defense costs" will reduce my limits of insurance and exhaust them completely. Should that occur, I shall be liable for any further legal "defense costs" and damages. This provision applies to the directors and officers liability coverage part and also applies to the employment practices liability coverage part if I have more than 200 employees or if my limits of liability are less than \$500,000.

Signed and accepted by the insured 

Signature of President or Chairman

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.

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 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.

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 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 a denial of insurance benefits.

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.

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.

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 that took place prior to the 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 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 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 of 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 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.

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 and Virginia 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 is guilty of a crime and may be subject to fines and confinement in prison.

If the primary address of the location listed in item #1 is in the state of **New York, Iowa or Florida**, the states of **New York, Iowa and Florida** require that we have the name and address of your (insured's) authorized Agent or Broker.

Name of authorized Agent or Broker Paula D. Layton BB&T Insurance Service
Address 110 Dixie Street, Carrollton, GA 30117
Agent or Broker License number _____
Mail completed Application through local Agent or Broker to: 110 Dixie Street
Carrollton, GA 30117

The undersigned represents that to the best of his/her knowledge and belief the particulars and statements set forth herein are true and agrees that those particulars and statements are material to acceptance of the risk assumed by the Company. The undersigned further declares that any changes to the information contained in this application prior to the effective date of the insurance applied for which may render inaccurate, untrue, or incomplete any statement made will immediately be reported in writing to the Company and the Company may withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance. The Company 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 Company not to make or to limit any investigation or inquiry shall not be deemed a waiver of any rights by the Company and shall not estop the Company from relying on any statement in this application. The signing of this application does not bind the undersigned to purchase the insurance, nor does the review of this application bind the Company to issue a policy. It is understood the Company is relying on this application in the event the Policy is issued. It is agreed that this Application, including any material submitted therewith, shall be the basis of the contract should a policy be issued and it will be attached and become a part of the policy.

Signature: X
(Chairperson of the Board or President)

Name: _____
Title: _____ Date: _____

E-mail, Internet and Other Electronic Communications Policy

EMAIL

The Company assumes no responsibility for the content of e-mails or for maintaining their privacy, and the Company employees have no expectation that such privacy will be maintained. The Company reserves the right to review, audit, interpret, access and disclose any messages created, received or sent over the e-mail system for any purpose. Confidentiality of e-mail communications should not be assumed.

No e-mail messages should be created, sent or forwarded which may be deemed to be intimidating, hostile or offensive in nature, or which are discriminatory on the basis of race, color, religion, sex, nation origin, sexual orientation, disability, or any other basis that is unlawful under applicable state and federal law. Nor should any obscene, profane, abusive or offensive language be transmitted.

Any employee who violates this policy or uses the e-mail system for improper purposes as determined by management shall be subject to discipline, up to and including discharge.

INTERNET, INTRANET AND EXTRANET GUIDELINES

As with e-mail, the Company provides Internet access solely to facilitate the conduct of the Company's business. Access to the Internet, Intranet or Extranet may be limited at the Company's sole discretion. Employees are expected to use the Internet, Intranet and Extranet at all times in a manner that benefits the Company and not for personal use. Employees should have no expectations of privacy for their use of the Internet, Intranet and Extranet and the Company may monitor employees' use to insure compliance with this policy. Use of the Internet, Intranet and Extranet in a manner which violates this policy as determined by management may result in disciplinary action, up to and including discharge. Examples of conduct which is specifically forbidden include, but is not limited to:

- ▶ Using the Internet, Intranet or Extranet for personal gain or for commercial activity unrelated to the Company
- ▶ Sending, reviewing or viewing material or information that is threatening, intimidating, hostile, harassing, offensive or discriminatory on the basis of race, color, religion, sex, national origin, sexual orientation, disability or any other basis prohibited by applicable law. In addition, the receipt of such material and/or showing such material to co-workers is strictly prohibited.
- ▶ Using the Internet, Intranet or Extranet for any activities not specified here that are in violation of federal, state or local laws.

This is a sample policy. An insured considering the adoption, formulation or revision of this or any other "E-mail, Internet and Other Electronic Communications Policy" is advised to consult with an attorney or other expert in the field. The United States Liability Insurance Group makes no representation that this sample policy is appropriate for use by particular insureds.

WE HAVE ADOPTED THIS POLICY.

Company Name: _____

Date Adopted: _____

Signature: _____

X _____
Chairperson of the Board or President

Anti-Discrimination and Anti-Harassment Guide

The Company will not condone, permit or tolerate any form of discrimination and/or harassment by or against any employee, customer, vendor, independent contractor or other individual with whom our employees come into contact in connection with their employment with this Company based upon age, race, color, creed, religion, sex, sexual orientation, national origin, disability or other protected class or characteristic established under applicable federal, state or local statute or ordinance.

Sexual harassment is a form of illegal sex discrimination. Sexual harassment refers to behavior that is unwelcome, personally offensive, and which interferes with our work effectiveness. Federal law defines unlawful sexual harassment as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, whether by male or female, when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Individuals who believe they have been subjected to discrimination or harassment as described or have questions about whether certain conduct is unlawful should immediately speak to their supervisor or _____ This is particularly important in cases involving sexual harassment where there can be uncertainty about what is unlawful conduct.

Supervisors who receive complaints of discrimination or harassment or who are made aware of conduct that may constitute discrimination or harassment must immediately notify _____ (or, if appropriate _____, in place of _____).

All complaints will be investigated promptly and the existence of a complaint will be disclosed only to the extent necessary to make a prompt and thorough investigation or to take appropriate corrective measures. In all cases, the person who initiated the complaint will be informed of the findings and disposition of the matter at the conclusion of the investigation. Management will ensure that there is no coercion, retaliation, intimidation, discrimination or harassment directed against any individual who registers a complaint or serves as a witness on behalf of another individual.


PERSONS WHO ENGAGE IN PROHIBITED DISCRIMINATION OR HARASSMENT WILL BE SUBJECT TO APPROPRIATE DISCIPLINE UP TO AND INCLUDING TERMINATION OF EMPLOYMENT.

WE HAVE ADOPTED THIS GUIDE.

Company Name: _____

Date Adopted: _____

Date: _____

Signature:  _____
Chairperson of the Board or President



Claim Supplement - Professional Liability

CLAIM SUPPLEMENT

When any one of the Claims questions is answered yes, please complete this form for each claim.

1. Name of Claimant: _____
2. When did claim occur? _____
3. Details and background of Claim (include positions of persons involved and if they are still employed) If claim is open and involves harassment, attach copy of complaint: _____

4. Has the Equal Employment Opportunity Commission (EEOC) or State of Human Rights Agency ruled on this case? Yes No
If yes, was the ruling: Probable cause No probable cause
(Please attached a copy of the ruling.)
5. Is the claim open or closed? Open Closed
6. Amount of Defense Costs paid? _____
7. Settlement amount (if any)? _____
8. Was the Claim covered by Insurance? Yes No
a. If yes, what amount was paid by the Insurer? _____
b. If the claim is still open, what amount of reserve has been set up by the Insurer? _____
9. What remedial measures have been taken to prevent a recurrence of a similar claim? _____

The information on this supplement is material to the Company underwriting this risk and shall be made a part of this Policy as if physically attached hereto.

Signature: _____

Date: _____

(President or Chairman of Board of Insured)

UNITED STATES LIABILITY INSURANCE GROUP

190 South Warner Road
Wayne, Pennsylvania 19087

MISSOURI DISCLOSURE NOTICE

TO BE ATTACHED TO AND MADE A PART OF ALL POLICIES IN THE STATE OF MISSOURI.

I understand and acknowledge that if a \$100,000 or \$250,000 Limit of Liability is chosen, that **Defense Costs** are a part of the Limit of Liability. 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. 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.

Section III. DEFINITIONS, paragraph D. "**Defense Costs**" of EPLJ. I understand that if a \$500,000 or \$1,000,000 Limit of Liability is chosen, defense is outside the Limit of Liability (other than for the Extended Reporting Period).

I have read and accepted the above (To be signed by the **Insured**)

Signature

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Application Addendum modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY


FLORIDA ADDENDUM TO APPLICATION

**TO BE ATTACHED TO AND MADE A PART OF ALL APPLICATIONS IN THE
STATE OF FLORIDA.**

I understand that there is no coverage for punitive damages assessed directly against an insured under Florida 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 law.

Therefore, if any Policy is issued to the Applicant as a result of the **Application** to which this Addendum is attached and such Policy provides coverage for punitive damages, I understand and acknowledge that the coverage for **Claims** brought in the State of Florida is limited to "vicariously assessed punitive damages" and that there is no coverage for directly assessed punitive damages.

I have read and accepted the above:

 _____
Signature

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Application Addendum modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY


ARIZONA ADDENDUM TO APPLICATION

**TO BE ATTACHED TO AND MADE A PART OF ALL APPLICATIONS IN THE
STATE OF ARIZONA.**

Misrepresentations, omissions, concealment of facts and incorrect statements shall prevent recovery under the policy only if any of the following apply:

1. 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.
2. 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.

I have read and accepted the above:

 _____
Signature

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Application Addendum modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

ILLINOIS ADDENDUM TO APPLICATION

**TO BE ATTACHED TO AND MADE A PART OF ALL APPLICATIONS IN THE
STATE OF ILLINOIS.**

I understand that there is no coverage for punitive damages assessed directly against an insured under 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 Illinois law.

Therefore, if any Policy is issued to the Applicant as a result of the **Application** to which this Addendum is attached and such Policy provides coverage for punitive damages, I understand and acknowledge that the coverage for **Claims** brought in the State of Illinois is limited to “vicariously assessed punitive damages” and that there is no coverage for directly assessed punitive damages.

X _____

UNITED STATES LIABILITY INSURANCE
GROUP

190 South Warner road
Wayne, Pennsylvania 19087

MINNESOTA ADDENDUM TO APPLICATION

TO BE ATTACHED TO AND MADE A PART OF ALL APPLICATIONS IN THE
STATE OF MINNESOTA.

EP-5 Employment Practices Liability Application is amended to replace the following clause: "and/or authorization or agreement to bind the insurance." with "Authorization or agreement to bind the insurance may be withdrawn or modified based on the previous sentence with a minimum of 10(ten) 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 cancelled for nonpayment of premium.

I have read and accepted the above (To be signed by the Insured)

X

Signature

UNITED STATES LIABILITY INSURANCE
GROUP

190 South Warner Road
Wayne, Pennsylvania 19087

✕ UTAH ADDENDUM TO APPLICATION ↗

TO BE ATTACHED TO AND MADE A PART OF ALL APPLICATIONS IN THE STATE OF UTAH

I understand that Punitive damages are not insurable in the state of Utah. If this coverage option is chosen, there will still be no coverage afforded for Punitive Damages for any Claim brought in the state of Utah. This coverage option 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.

I have read and accepted the above (To be signed by the Insured)

Signature