

Wage and Hour Defense Supplemental Application



All liability coverage parts for which application is made apply, subject to their terms, only to claims first made or deemed made against insured during the policy period or any extended reporting period, if applicable. The limit of liability available to pay losses will be reduced by the amounts incurred as defense expenses, and defense expenses will be applied against the retention amount. The company has no duty to defend any claim unless duty-to-defend coverage is specifically provided.

The term **Applicant** means all corporations, organizations or other entities, including subsidiaries, proposed for this insurance.

1. Name of Applicant: _____
2. Are you, the firm or anyone proposed for this insurance, aware of any fact or circumstance or any actual or alleged acts, errors or omissions which are likely to give rise to a claim from an alleged violation of or investigation compliance with any wage and hour laws? Yes No
3. Have any losses, lawsuits, administrative proceedings, including audits, investigations or reviews by any government agency, hearings or demands been made against the Applicant or any entity or person proposed for this insurance during the last five years alleging violation of or investigating compliance with any wage or hour law? Yes No

If "Yes" to questions 2 or 3, please complete a Claims/Circumstance/Administrative Hearings Supplement

4. Does the Applicant retain payroll for the last four years? Yes No
5. Does the Applicant track the number of hours of salaried employees for payroll purposes? Yes No
6. Has the Applicant changed the status of any non-exempt job category to exempt in the last four years? Yes No

If "Yes," please provide details.

7. Does the applicant maintain job descriptions and update them with the assistance of an attorney? Yes No
If "Yes," does the Applicant regularly review job descriptions and update them with the assistance of an attorney? Yes No
8. Has the Applicant had a review, either internally or using outside attorneys or other advisory providers, to determine whether or not the company's wage and hour and exempt/nonexempt practices are in compliance with state and federal laws? Yes No
If "Yes," how frequent are the reviews? _____
Were you found to be in compliance? Yes No
If "No," please explain: _____
If you have not had a review, will you agree to do so within one hundred eighty (180) days of binding coverage? Yes No
9. Do all exempt management personnel, as part of their primary duties:
 - a. Have direct management control over at least 2 employees? Yes No
 - b. Have authority to hire and fire or to make recommendations on hiring and firing? Yes No
 - c. Spend less than 50% of their time supervising employees? Yes No
10. Do all exempt administrative personnel, as part of their primary duties, have authority to make some independent decisions (i.e. sign contracts, hire/fire)? Yes No
11. Do any non-exempt employees get paid less than minimum wage? Yes No
12. Do any non-exempt employees receive reduced hours in exchange for working more than 40 hours in one week in lieu of overtime pay? Yes No
13. Are any non-exempt personnel not paid for any time that they are required to be on the Applicant's premises or traveling at Applicant's request? Yes No
14. If the Applicant has Independent Contractors, do they:
 - a. Work under the direct supervision and control of Applicant employees? Yes No
 - b. Use equipment or tools supplied by Applicant? Yes No
 - c. Receive company benefits? Yes No
 - d. Wear company uniform? Yes No
 - e. Have a mandate to attend company meetings? Yes No

15. Does Applicant contract with an outside company for services to be performed on Applicant's premises by that company's employees? Yes No

If "Yes," is there a written indemnity agreement holding Applicant harmless for any wage and hour violations? Yes No

Signature Section

The undersigned authorized representative (Partner, Principal, Head of Human Resources, General Counsel or other officer acceptable to Amtrust EXEC) of the applicant declares that to the best of his/her knowledge and belief, after reasonable inquiry, the statements set forth in the attached new business or renewal application for insurance are true and complete and may be relied upon by AmTrust EXEC. If the information in any application changes prior to the inception date of the policy, the applicant will notify the company of such changes, and the company may modify or withdraw any outstanding quotation. The company is authorized to many inquiries in connection with this application.

The signing of this application does not bind the company to offer, nor the applicant to purchase, the insurance. It is agreed that this application including any material submitted therewith, shall be the basis of the insurance and shall be, in all states other than NC and UT, considered physically attached to and part of the policy, if issued. The company will have relied upon this application including any material submitted therewith, in issuing the policy.

ELECTRONICALLY REPRODUCED SIGNATURES WILL BE TREATED AS ORIGINAL.

Signature of Applicant's Authorized Representative: _____

(Partner, Principal, Officer, Head of Human Resources or General Counsel)

Name (Printed or Typed): _____ Title: _____ Date: _____

Producer Information (Only required in Florida, Iowa and New Hampshire)

Producer Signature: _____ Producer Name (Printed or Typed): _____

Agency Name: _____ Agency Code: _____

License Number: _____