

Filing at a Glance

Company: AXIS Insurance Company

Product Name: AXIS-OL-EPL-AR-0701-F

TOI: 17.1 Other Liability - Claims Made Only

Sub-TOI: 17.1010 Employment Practices

Liability

Filing Type: Form

SERFF Tr Num: PERR-125185221 State: Arkansas

SERFF Status: Closed

Co Tr Num: AXIS-OL-EPL-AR-0701-F

Co Status:

Authors: Ines Piquet, Lance Julian, Disposition Date: 07-16-2007

Laura Jennette

Date Submitted: 06-21-2007

State Tr Num: AR-PC-07-025190

State Status:

Reviewer(s): Betty Montesi, Edith Roberts

Disposition Status: Approved

Effective Date Requested (New): 07-01-2007

Effective Date Requested (Renewal): 07-01-2007

Effective Date (New):

Effective Date (Renewal):

General Information

Project Name: AXIS-OL-EPL-AR-0701-F

Project Number: AXIS-OL-EPL-AR-0701-F

Reference Organization:

Reference Title:

Filing Status Changed: 07-16-2007

State Status Changed: 06-22-2007

Corresponding Filing Tracking Number: N/A

Filing Description:

On behalf of AXIS Insurance Company (the Company), we are introducing the Employment Practices Liability Insurance Program. While this is the initial submission of this program for AXIS Insurance Company, it has been filed previously by AXIS Reinsurance Company.

Status of Filing in Domicile: Pending

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

The Employment Practices Liability Insurance Policy provides commercial liability coverage for directors, officers, trustees, employees and committee members as well as the insured organization and its subsidiaries. The Employment Practices Liability Insurance Policy will be offered only to commercial insureds. For more details on this program, please refer to the enclosed explanatory memorandum.

We respectfully request that this filing be implemented on July 1, 2007.

Enclosed is authorization for Perr&Knight to submit this filing on behalf of the Company. All correspondence related to this filing should be directed to Perr&Knight. The Company has prepared the forms contained in this filing along with the filing memorandum. If there are any requests for additional information related to items prepared by the Company, we will forward the request immediately to the Company contact. The Company response will be submitted to your attention

as soon as we receive it.

We trust you will find this submission acceptable and as such look forward to your approval.

Please do not hesitate to contact us with any questions or comments.

Company and Contact

Filing Contact Information

(This filing was made by a third party - perrandknightactuaryconsultants)

Laura Jennette, State Filings Analyst doi@perrknight.com
881 Alma Real Drive Suite 205 (310) 230-9339 [Phone]
Pacific Palisades, CA 90272 () -[FAX]

Filing Company Information

AXIS Insurance Company	CoCode: 37273	State of Domicile: Illinois
11680 Great Oaks Way	Group Code: 3416	Company Type:
Ste. 500		
Alpharetta, GA 30022	Group Name: AXIS Specialty	State ID Number:
	Limited	
(678) 746-9423 ext. [Phone]	FEIN Number: 39-1338397	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	\$50 per form filing
Per Company:	No

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
100556	\$50.00	05-22-2007

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	07-16-2007	07-16-2007

Disposition

Disposition Date: 07-16-2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment: Thanks for remembering to add the AR Amendatory and placing it at the front (top) of the filing. It's makes reviewing so much easier!

Have a great day!

Rate data does NOT apply to filing.

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Explanatory Memorandum, Letter of Authority	Approved	Yes
Form	Arkansas Amendatory Endorsement	Approved	Yes
Form	Arkansas Consent Form	Approved	Yes
Form	Certified Acts of Terrorism Exclusion	Approved	Yes
Form	Employment Practices Liability Policy	Approved	Yes
Form	Employment Practices Liability Policy Declarations	Approved	Yes
Form	Employment Practices Liability Insurance Application	Approved	Yes
Form	Defense Endorsement	Approved	Yes
Form	Discriminatory Practices Exclusion	Approved	Yes
Form	Continuity Endorsement	Approved	Yes
Form	Sublimit of Liability for Third Party Claims Endorsement	Approved	Yes
Form	Run-Off Endorsement	Approved	Yes
Form	Run-Off Endorsement	Approved	Yes
Form	Separate Retention For Third Party Claims Endorsement	Approved	Yes
Form	Amend Exclusions Endorsement	Approved	Yes
Form	Amend Exclusions Endorsement	Approved	Yes
Form	Amend Extended Reporting Period Endorsement	Approved	Yes
Form	Amend Exclusion Endorsement	Approved	Yes
Form	Amend Definition of Application Endorsement	Approved	Yes
Form	Notice of Claim Endorsement	Approved	Yes
Form	Amend Exclusion Endorsement	Approved	Yes
Form	Amend Acquisition Threshold Endorsement	Approved	Yes
Form	Pre-Approved Counsel Endorsement	Approved	Yes
Form	Bordereau Reporting of Claims Endorsement	Approved	Yes
Form	Amend Defense and Settlement Endorsement	Approved	Yes
Form	Pending and Prior Claims Exclusion Endorsement	Approved	Yes
Form	Amend Contractual Exclusion	Approved	Yes
Form	Amend Definition of "Policyholder"	Approved	Yes

Endorsement

Form	Entity Sub-limit of Liability Endorsement	Approved	Yes
Form	Pending and Prior Claims Exclusion - Entity (For Increased Limits)	Approved	Yes
Form	Professional Errors and Omissions Exclusion	Approved	Yes
Form	Entity Retention Endorsement	Approved	Yes
Form	Specific Litigation Exclusion	Approved	Yes
Form	Tie In Limits Endorsement	Approved	Yes
Form	Family Claims Exclusion	Approved	Yes
Form	Amend Item 1. of the Declarations Endorsement	Approved	Yes
Form	Specific Entity Exclusion	Approved	Yes
Form	Amend Item 1. of the Declarations Endorsement	Approved	Yes
Form	Amend Item 2. of the Declarations Endorsement	Approved	Yes
Form	Product Exclusion	Approved	Yes
Form	Amend Definition of Insured Individual	Approved	Yes
Form	Non-Stacking of Limits Endorsement	Approved	Yes
Form	Abuse and Sexual Misconduct Exclusion	Approved	Yes
Form	Correct Declarations Page Endorsement	Approved	Yes
Form	Medical Services Exclusion	Approved	Yes
Form	Insurance Exclusion	Approved	Yes
Form	Manuscript Application Endorsement	Approved	Yes
Form	Policy Period Extension Endorsement	Approved	Yes
Form	Specific Individual Exclusion	Approved	Yes
Form	Extended Reporting Period Endorsement	Approved	Yes
Form	Insurance Exclusion	Approved	Yes
Form	Amend Definition of Subsidiary Endorsement	Approved	Yes
Form	Multiple Party Claim Retention Endorsement	Approved	Yes
Form	Educators Exclusion	Approved	Yes
Form	Prior Acts Exclusion	Approved	Yes
Form	Reorganization, Downsizing, and Facility Closing Exclusion	Approved	Yes
Form	Securities Exclusion	Approved	Yes
Form	Prior and Pending Claims Endorsement	Approved	Yes
Form	Broker Commission Endorsement	Approved	Yes
Form	Delete Specified Endorsement	Approved	Yes

Form	Creditor/Debtor Exclusion Endorsement	Approved	Yes
Form	Pre-Approved Counsel Endorsement	Approved	Yes
Form	Amend Definition of Subsidiary Endorsement	Approved	Yes
Form	Knowledge Exclusion	Approved	Yes
Form	Knowledge Exclusion	Approved	Yes
Form	Trade Laws Endorsement	Approved	Yes

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Arkansas Amendantory Endorsement	EP 4139	12/03	Endorsement/New Amendantory/Conditions		0.00	EP4139-1203 Arkansas Amendantory Endorsement.pdf
Approved	Arkansas Consent Form	MU 7030	12/03	Endorsement/New Amendantory/Conditions		0.00	MU7030-1203 ARKANSAS CONSENT FORM.pdf
Approved	Certified Acts of Terrorism Exclusion	MU 7011	09/03	Endorsement/New Amendantory/Conditions		0.00	MU7011-0903 CERTIFIED ACTS OF TERRORISM EXCLUSION .pdf
Approved	Employment Practices Liability Policy	EP 0001	10/05	Policy/Coverage New Form		0.00	EP 0001 1005 EPL AIC Policy Form.pdf
Approved	Employment Practices Liability Policy Declarations	EP 0102	10/05	Declaration News/Schedule		0.00	EP 0102 1005 AIC EPL Dec Page.pdf
Approved	Employment Practices Liability Insurance Application	EP 0200	10/05	Application/ New Binder/Enrollment		0.00	EP 0200 1005 EPL AIC Application.pdf
Approved	Defense Endorsement	EP 1001	06/03	Endorsement/New Amendantory/Conditions		0.00	EP 1001 0603 Defense Endorsement.pdf
Approved	Discriminatory Practices Exclusion	EP 1003	06/03	Endorsement/New Amendantory/Conditions		0.00	EP 1003 0603 Discriminatory Practices

							Exclusion.pdf
Approved	Continuity Endorsement	EP 1005	06/03	Endorsement/Amendment/Conditions	0.00	EP 1005 0603 Continuity Endorsement.pdf	
Approved	Sublimit of Liability for Third Party Claims Endorsement	EP 1008	06/03	Endorsement/Amendment/Conditions	0.00	EP 1008 0603 Sublimit of Liability for Third Party Claims Endorsements.pdf	
Approved	Run-Off Endorsement	EP 1009	06/03	Endorsement/Amendment/Conditions	0.00	EP 1009 0603 Run Off Endorsement.pdf	
Approved	Run-Off Endorsement	EP 1010	06/03	Endorsement/Amendment/Conditions	0.00	EP 1010 0603 Run of Endorsement.pdf	
Approved	Separate Retention For Third Party Claims Endorsement	EP 1011	06/03	Endorsement/Amendment/Conditions	0.00	EP 1011 0603 Separate Retention for Third Party Claims.pdf	
Approved	Amend Exclusions Endorsement	EP 1012	06/06	Endorsement/Amendment/Conditions	0.00	EP 1012 0606 Amend Exclusions End.pdf	
Approved	Amend Exclusions Endorsement	EP 1013	06/06	Endorsement/Amendment/Conditions	0.00	EP 1013 0606 AMEND EXCLUSION ENDORSEMENT.pdf	
Approved	Amend Extended Reporting Period Endorsement	EP 1014	06/06	Endorsement/Amendment/Conditions	0.00	EP 1014 0606 AMEND EXTENDED REPORTIN	

							G PERIOD ENDORSEM ENT.pdf
Approved	Amend Exclusion Endorsement	EP 1016	06/06	Endorseme New nt/Amendm ent/Condi ons	0.00		EP 1016 0606 AMEND EXCLUSION ENDORSEM ENT.pdf
Approved	Amend Definition of Application Endorsement	EP 1017	06/06	Endorseme New nt/Amendm ent/Condi ons	0.00		EP 1017 0606 AMEND DEFINITION OF APPLICATI ON ENDORSEM ENT.pdf
Approved	Notice of Claim Endorsement	EP 1018	06/06	Endorseme New nt/Amendm ent/Condi ons	0.00		EP 1018 0606 NOTICE OF CLAIM ENDORSEM ENT.pdf
Approved	Amend Exclusion Endorsement	EP 1019	07/05	Endorseme New nt/Amendm ent/Condi ons	0.00		EP 1019 0705 AMENDED EXCLUSION ENDORSEM ENT.pdf
Approved	Amend Acquisition Threshold Endorsement	EP 1020	06/06	Endorseme New nt/Amendm ent/Condi ons	0.00		EP 1020 0606 AMEND ACQUISITIO N THRESHOL D ENDORSEM ENT.pdf
Approved	Pre-Approved Counsel Endorsement	EP 1021	06/06	Endorseme New nt/Amendm ent/Condi ons	0.00		EP 1021 0606 PRE- APPROVED COUNSEL ENDORSEM ENT.pdf

Approved	Bordereau Reporting of Claims Endorsement	EP 1022	07/06	Endorsement/Amendment/Conditions	0.00	EP 1022 0706 BORDEREAU REPORTING OF CLAIMS ENDORSEMENT.pdf
Approved	Amend Defense and Settlement Endorsement	EP 1023	01/06	Endorsement/Amendment/Conditions	0.00	EP 1023 0106 AMEND DEFENSE AND SETTLEMENT ENDORSEMENT.pdf
Approved	Pending and Prior Claims Exclusion Endorsement	EP 1024	05/06	Endorsement/Amendment/Conditions	0.00	EP 1024 0506 PENDING AND PRIOR CLAIMS EXCLUSION ENDORSEMENT.pdf
Approved	Amend Contractual Exclusion	EP 1025	01/07	Endorsement/Amendment/Conditions	0.00	EP 1025 0107 AMEND CONTRACTUAL EXCLUSION .pdf
Approved	Amend Definition of "Policyholder" Endorsement	MU 1001	02/03	Endorsement/Amendment/Conditions	0.00	MU1001-0203 Amend Definition of Policyholder Endsmt.pdf
Approved	Entity Sub-limit of Liability Endorsement	MU 1002	02/03	Endorsement/Amendment/Conditions	0.00	MU1002-0203 Entity Sublimit Endsmt.pdf
Approved	Pending and Prior Claims Exclusion -Entity	MU 1003	02/03	Endorsement/Amendment/Conditions	0.00	MU1003-0203 Pending &

	(For Increased Limits)			ons			Prior Claims Exclusion.pdf
Approved	Professional Errors and Omissions Exclusion	MU 1009	05/06	Endorsement/Amendment/Conditions	0.00	MU1009-0506	Professional Errors & Omissions Exclusion.pdf
Approved	Entity Retention Endorsement	MU 1010	02/03	Endorsement/Amendment/Conditions	0.00	MU1010-0203	Entity Retention Endorsement.pdf
Approved	Specific Litigation Exclusion	MU 1012	02/03	Endorsement/Amendment/Conditions	0.00	MU1012-0203	Specific Litigation Exclusion.pdf
Approved	Tie In Limits Endorsement	MU 1013	02/03	Endorsement/Amendment/Conditions	0.00	MU1013-0203	Tie In Limits Endsmt.pdf
Approved	Family Claims Exclusion	MU 1014	02/03	Endorsement/Amendment/Conditions	0.00	MU1014-0203	Family Claims Exclusion.pdf
Approved	Amend Item 1. of the Declarations Endorsement	MU 1016	02/03	Endorsement/Amendment/Conditions	0.00	MU1016-0203	Amend Item 1 of Declarations.pdf
Approved	Specific Entity Exclusion	MU 1017	02/03	Endorsement/Amendment/Conditions	0.00	MU1017-0203	Specific Entity Exclusion.pdf
Approved	Amend Item 1. of the Declarations Endorsement	MU 1018	02/03	Endorsement/Amendment/Conditions	0.00	MU1018-0203	Amend Item 1 of Declarations.

							pdf
Approved	Amend Item 2. of the Declarations Endorsement	MU 1019	02/03	Endorsement/Amendment/Conditions	New	0.00	MU1019-0203 Amend Item 2 of Declarations.pdf
Approved	Product Exclusion	MU 1020	02/03	Endorsement/Amendment/Conditions	New	0.00	MU1020-0203 Product Exclusion.pdf
Approved	Amend Definition of Insured Individual	MU 1025	02/03	Endorsement/Amendment/Conditions	New	0.00	MU1025-0203 Amend Definition of Insured Individual.pdf
Approved	Non-Stacking of Limits Endorsement	MU 1027	10/05	Endorsement/Amendment/Conditions	New	0.00	MU1027-1005 Non Stacking of Limits Endt.pdf
Approved	Abuse and Sexual Misconduct Exclusion	MU 1028	02/03	Endorsement/Amendment/Conditions	New	0.00	MU1028-0203 Abuse and Sexual Misconduct Exclusion.pdf
Approved	Correct Declarations Page Endorsement	MU 1029	02/03	Endorsement/Amendment/Conditions	New	0.00	MU1029-0203 Correct Declarations Page Endsmt.pdf
Approved	Medical Services Exclusion	MU 1030	10/05	Endorsement/Amendment/Conditions	New	0.00	MU1030-1005 Medical Services Exclusion.pdf
Approved	Insurance Exclusion	MU 1031	02/03	Endorsement/Amendment/Conditions	New	0.00	MU1031-0203 Insurance Exclusion.pdf
Approved	Manuscript	MU 1032	02/03	Endorsement/Amendment/Conditions	New	0.00	MU1032-

	Application Endorsement			nt/Amendm ent/Condi ons		0203 Manuscript Application Endorsemen t.pdf
Approved	Policy Period Extension Endorsement	MU 1033	02/03	Endorseme New nt/Amendm ent/Condi ons	0.00	MU1033- 0203 Policy Period Extension.pd f
Approved	Specific Individual Exclusion	MU 1034	02/03	Endorseme New nt/Amendm ent/Condi ons	0.00	MU1034- 0203 Specific Individual Exclusion.pd f
Approved	Extended Reporting Period Endorsement	MU 1035	02/03	Endorseme New nt/Amendm ent/Condi ons	0.00	MU1035- 0203 Extended Reporting Period Endorsemen t.pdf
Approved	Insurance Exclusion	MU 1036	02/03	Endorseme New nt/Amendm ent/Condi ons	0.00	MU1036- 0203 Insurance Exclusion.pd f
Approved	Amend Definition of Subsidiary Endorsement	MU 1037	02/03	Endorseme New nt/Amendm ent/Condi ons	0.00	MU1037- 0203 Amend Definition of Subsidiary Endorsemen t.pdf
Approved	Multiple Party Claim Retention Endorsement	MU 1038	02/03	Endorseme New nt/Amendm ent/Condi ons	0.00	MU1038- 0203 MULTIPLE PARTY CLAIM RETENTION ENDORSEM ENT.pdf
Approved	Educators Exclusion	MU 1039	02/03	Endorseme New nt/Amendm ent/Condi	0.00	MU1039- 0203 Educators

				ons		Exclusion.pdf
Approved	Prior Acts Exclusion	MU 1040	02/03	Endorsement/Amendment/Conditions	0.00	MU1040-0203 Prior Acts Exclusion.pdf
Approved	Reorganization, Downsizing, and Facility Closing Exclusion	MU 1041	02/03	Endorsement/Amendment/Conditions	0.00	MU1041-0203 REORGANIZATION, DOWNSIZING AND FACILITY CLOSING EXCLUSION.pdf
Approved	Securities Exclusion	MU 1043	02/03	Endorsement/Amendment/Conditions	0.00	MU1043-0203 Securities Exclusion.pdf
Approved	Prior and Pending Claims Endorsement	MU 1051	06/06	Endorsement/Amendment/Conditions	0.00	MU1051-0606 Prior & Pending Claims Endorsement.pdf
Approved	Broker Commission Endorsement	MU 1052	06/06	Endorsement/Amendment/Conditions	0.00	MU1052-0606 Broker Commission Endorsement.pdf
Approved	Delete Specified Endorsement	MU 1053	06/06	Endorsement/Amendment/Conditions	0.00	MU1053-0606 Delete Specified Endorsement.pdf
Approved	Creditor/Debtor Exclusion Endorsement	MU 1054	06/06	Endorsement/Amendment/Conditions	0.00	MU1054-0606 Creditor Debtor Exclusion Endorsement.pdf

Approved	Pre-Approved Counsel Endorsement	MU 1056	06/06	Endorsement/Amendment/Conditions	0.00	MU1056-0606 PreApproved Counsel Endorsement.pdf
Approved	Amend Definition of Subsidiary Endorsement	MU 1057	04/06	Endorsement/Amendment/Conditions	0.00	MU1057-0406 AMEND DEFINITION OF SUBSIDIARY ENDORSEMENT.pdf
Approved	Knowledge Exclusion	MU 1058	05/06	Endorsement/Amendment/Conditions	0.00	MU1058-0506 Knowledge Exclusion.pdf
Approved	Knowledge Exclusion	MU 1059	05/06	Endorsement/Amendment/Conditions	0.00	MU1059-0506 Knowledge Exclusion.pdf
Approved	Trade Laws Endorsement	MU 1061	06/06	Endorsement/Amendment/Conditions	0.00	MU1061-0606 Trade Laws Endorsement.pdf

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

ARKANSAS AMENDATORY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that:

1. Section II., COVERAGE EXTENSIONS, paragraph C. is deleted and replaced by the following:

- C. Extended Reporting Period

If the Insurer cancels or chooses not to renew or the **Parent Company** cancels or chooses not to renew this Policy, the **Policyholder** or the **Insured Individuals** shall have an automatic sixty (60) day extension of the coverage granted hereunder, but only with respect to **Wrongful Acts** occurring prior to the effective date of cancellation or nonrenewal. This period shall be referred to herein as the "Automatic Extended Reporting Period."

If the Insurer chooses not to renew or offers terms more restrictive in coverage or the **Parent Company** cancels or chooses not to renew this Policy, the **Policyholder** or the **Insured Individuals** shall also have the right, upon payment of the additional premium required by the Insurer in Item 5.(A) in the Declarations, to a one-year Extended Reporting Period following the expiration of the Automatic Extended Reporting Period, but only with respect to **Wrongful Acts** occurring prior to the effective date of cancellation or nonrenewal. The offer of renewal terms, conditions or premiums different from those in effect prior to renewal shall not constitute a refusal to renew.

This right to elect any Extended Reporting Period shall lapse unless written notice of the length of the period being elected, together with payment of the additional premium due, is given by the **Policyholder** or **Insured Individual** and is received by the Insurer within sixty (60) days following the effective date of cancellation, nonrenewal, or acquisition event, as appropriate. Coverage under the Automatic Extended Reporting Period or Extended Reporting Period shall apply only to a **Claim** that is first made against the **Policyholder** or **Insured Individual** during the Automatic Extended Reporting Period or Extended Reporting Period, and any **Claim** made during the Automatic Extended Reporting Period or Extended Reporting Period shall be deemed to have been made during the immediately preceding **Policy Period**. The Limits of Liability applicable to the Automatic Extended Reporting Period shall be part of, and not in addition to, the Limits of Liability for the immediately preceding **Policy Period**. However, the Limits of Liability for the Extended Reporting Period shall not be less than the greater of the amount of coverage remaining in the expiring Policy aggregate or fifty (50%) of the Policy's Limits of Liability at the beginning of the **Policy Period** set forth in Item 2. in the Declarations.

2. The phrase "Automatic Extended Reporting Period" is added to the phrase "Extended Reporting Period" wherever it appears in Section I., INSURING AGREEMENT and Section V., LIMITS OF LIABILITY, RETENTION, DEFENSE AND SETTLEMENT, paragraph A.

3. Section III., DEFINITIONS, paragraph S. is deleted and replaced by the following:

Punitive Damages means damages that may be imposed to punish a wrongdoer and to deter others from similar conduct, including exemplary damages, and also includes liquidated damages awarded under the Age Discrimination in Employment Act (ADEA), Equal Pay Act (EPA), and Family and Medical Leave Act (FMLA), all as amended.

All other provisions remain unchanged.

Authorized Representative

Date

ARKANSAS CONSENT FORM

Re: Defense Costs Within Limit of Liability
Policy No.: _____

As required by the Arkansas Insurance Department, this consent form will serve to advise you that **Defense Costs** reduce and may completely exhaust the Policy's Limit of Liability. To the extent that the Policy's Limit of Liability is thereby exceeded, the Insurer shall not be liable for **Defense Costs** or the amount of any judgment or settlement. Please acknowledge your consent to the provision by signing the line provided below.

Very truly yours,

Your signature indicates that you have read and understand this letter.

Signature of Insured or Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

CERTIFIED ACTS OF TERRORISM EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that:

1. The Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving a "Certified Act of Terrorism" regardless of any other cause or event, that contributes concurrently or in any sequence to the loss, even if such other event would otherwise be covered.

2. For the purposes of this endorsement "Certified Act of Terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The criteria contained in that Act for a "certified act of terrorism" include the following:
 - a. The act resulted in aggregate losses in excess of \$5 million; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

3. The terms and limitations of the exclusion contained in this endorsement, or the inapplicability or omission of a such exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Policy.

All other provisions remain unchanged.

Authorized Representative

Date

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of payment of the premium, and in reliance on all statements made in the **Application** for this Policy and all information provided to the Insurer, and subject to all the provisions of this Policy, the Insurer designated as such in the Declarations and the **Parent Company**, on behalf of all **Insureds**, agree as follows:

I. INSURING AGREEMENTS

The Insurer shall pay in connection with a **Wrongful Act** which takes place before or during the **Policy Period** all **Loss** on behalf of the **Insureds** arising from a:

A. **Claim** for a **Wrongful Employment Act** made against any **Insured** by or on behalf of any **Employee**; or

B. **Third Party Claim** for a **Wrongful Third Party Act** made against any **Insured**, but solely if **Third Party Claim** Coverage is included in Item 7 in the Declarations;

provided that the **Claim** is first made against the **Insureds** during the **Policy Period** or the Extended Reporting Period, if applicable, and reported in writing to the Insurer as soon as practicable after any **Insured** first becomes aware of such **Claim**, but in no event later than sixty (60) days after the expiration of the **Policy Period** or the Extended Reporting Period, if applicable.

II. COVERAGE EXTENSIONS

A. Spouses

If a **Claim** made against an **Insured Individual** includes a claim against the **Insured Individual's** lawful spouse solely by reason of (1) such spouse's status as a spouse of the **Insured Individual**, or (2) such spouse's ownership interest in property from which the claimant seeks recovery for the **Wrongful Acts** of the **Insured Individual**, all loss which such spouse becomes legally obligated to pay on account of such claim shall be treated for purposes of this Policy as **Loss** which the **Insured Individual** is legally obligated to pay on account of the **Claim** made against the **Insured Individual**. Such loss shall be covered under this Policy only if and to the extent that such loss would be covered under this Policy if incurred by the **Insured Individual**.

The coverage extension afforded by this Subsection does not apply to any **Claim** alleging any wrongful act or omission by an **Insured Individual's** spouse. The term "spouse" as used in this paragraph shall include any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law in the United States of America.

B. Estates and Legal Representatives

Coverage under this Policy shall extend to a **Claim** made against the estates, heirs, legal representatives or assigns of an **Insured Individual** who is deceased or against the legal representatives or assigns of an **Insured Individual** who is incompetent, insolvent or bankrupt for the **Wrongful Acts** of such **Insured Individual**.

The coverage extension afforded by this Subsection does not apply to any **Claim** alleging any wrongful act or omission by the **Insured Individual's** estates, heirs, legal representatives or assigns.

C. Extended Reporting Period

If the Insurer chooses not to renew or the **Parent Company** cancels this Policy, the **Policyholder** or the **Insured Individuals** shall have the right, upon payment of the additional premium required by the Insurer in Item 5(A) in the Declarations, to a one year Extended Reporting Period following the termination of the **Policy Period**, but only with respect to **Wrongful Acts** occurring prior to the effective date of such cancellation or nonrenewal.

The right to purchase the Extended Reporting Period shall not be available in the event of nonrenewal or cancellation of this Policy resulting from the failure to pay any premium due. The offer of renewal terms, conditions or premiums different from those in effect prior to renewal shall not constitute a refusal to renew.

This right to elect any Extended Reporting Period shall lapse unless written notice of the election, together with payment of the additional premium due, is given by the **Insured** and is received by the Insurer within sixty (60) days following the effective date of cancellation, or nonrenewal as appropriate. Coverage under the Extended Reporting Period shall apply only to a **Claim** that is first made against the **Insured** during the Extended Reporting Period, and any **Claim** made during the Extended Reporting Period shall be deemed to have been made during the immediately preceding **Policy Period**. The Limit of Liability applicable to the Extended Reporting Period shall be part of, and not in addition to, the Limit of Liability for the immediately preceding **Policy Period**.

III. DEFINITIONS

- A. **Application** means each and every signed application, any attachments to such applications, other materials submitted therewith or incorporated therein and any other such documents submitted in connection with the underwriting of this policy or the underwriting of any other employment practices liability policy issued by the Insurer, or any of its affiliates, of which this policy is a renewal, replacement or which succeed it in time, as well as any publicly available documents that are filed by the **Policyholder** prior to the inception date of this Policy with the Department of Labor or the Equal Employment Opportunity Commission (or any similar federal, state, local, or foreign regulatory agency).
- B. **Benefits** means perquisites, fringe benefits, deferred compensation or payments (including insurance premiums) in connection with an employee benefit plan and any other payment to or for the benefit of an employee arising out of the employment relationship. **Benefits** shall not include salary, wages, commissions or non-deferred cash incentive compensation.
- C. **Breach of Employment Contract** means a breach of any oral, written or implied employment contract.
- D. **Claim** means:
1. the receipt by any **Insured** of:
 - a. a written demand against any **Insured** for monetary or non-monetary relief;
 - b. a civil proceeding against any **Insured** commenced by the service of a complaint or similar pleading;
 - c. a formal, administrative, investigative or regulatory proceeding by or before the Equal Employment Opportunity Commission (EEOC), the Office of Federal Contract Compliance Programs (OFCCP), or a similar formal proceeding before another federal, state or other governmental agency against any **Insured** commenced by a notice of charges, formal investigative order or similar document; or
 - d. an arbitration or other alternative dispute resolution proceeding against any **Insured** commenced by a written demand or notice;
 2. a written request received by an **Insured** to toll or waive a statute of limitations relating to a matter described in subparagraph 1. above.

The term **Claim** shall not include any labor or grievance arbitration or other proceeding pursuant to a collective bargaining agreement. If **Third Party Claim** Coverage is included in Item 7 in the Declarations, the term **Claim** shall include a **Third Party Claim**.

- E. **Defense Costs** means reasonable and necessary legal fees and expenses (other than regular or overtime wages, salaries, fees, benefits, or other compensation of the **Insured Individuals** or **Employees** or the **Policyholder's** overhead expenses) incurred by or on behalf of the **Insureds** in defending, settling, appealing or investigating **Claims**, and the premiums for appeal, attachment or similar bonds. The Insurer, however, shall have no obligation to apply for or furnish such bonds.
- F. **Discrimination** means the violation of any Federal, State, or local statute, regulation, ordinance or common law concerning discrimination in employment anywhere in the world.
- G. **Employee** means any one or more natural persons who are past, present or future:
1. duly appointed officer of the **Policyholder**;
 2. individuals whose labor or service is directed by the **Policyholder**, whether such labor or service is on a part-time, temporary, seasonal, or full-time basis;
 3. leased employees and volunteers whose labor or service is directed solely by the **Policyholder**;
 4. applicants for prospective employment by the **Policyholder**; or
 5. any individual contracted to perform work for the **Policyholder** or who is an independent contractor for the **Policyholder**, but only if such individual performs work or services solely for or on behalf of the **Policyholder**.
- H. **Harassment** means:
1. work related sexual harassment that interferes with an **Employee's** performance or creates an intimidating hostile or offensive working environment;
 2. sexual advances, requests for sexual favors, or other conduct of a sexual nature that is made a condition of employment or that is used as a basis for employment decisions; or
 3. illegal work related harassment.
- I. **Insured** means the **Insured Individuals** and the **Policyholder**.
- J. **Insured Individual** means any one or more natural persons who are past, present or future:
1. duly elected or appointed director, officer or trustee of the **Policyholder** or their functional equivalent if serving in such a position outside the United States;
 2. individuals compensated by the **Policyholder** through wages, salary and/or commissions and whose labor or service is directed by the **Policyholder**, whether such labor or service is on a part-time, temporary, seasonal, or full-time basis;
 3. volunteers whose labor or service is directed by the **Policyholder**;
 4. individuals leased to the **Policyholder**, but only if prior to any **Claim** against such individual the **Policyholder** has agreed in writing to indemnify such individual or the company leasing that individual for matters within the scope of coverage of this Policy; or
 5. individuals contracted to perform work for the **Policyholder** or who is an independent contractor for the **Policyholder**, but only if prior to any **Claim** against such individual the **Policyholder** has agreed in writing to indemnify such individual for matters within the scope of coverage of this Policy.
- K. **Interrelated Wrongful Acts** means any or all **Wrongful Acts** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of causally or logically connected facts, circumstances, situations, events, transactions or causes.

- L. **Loss** means the amount which the **Insureds** become legally obligated to pay on account of a **Claim**, including damages (including front pay and back pay), judgments, any award of pre-judgment or post-judgment interest, settlement amounts, and costs and fees awarded pursuant to judgments, and **Defense Costs**.

Loss does not include:

1. any amounts for which the **Insureds** are legally or financially absolved from payment; or
2. taxes or the loss of tax benefits, or fines or penalties imposed by law; or
3. the multiple portion of any multiplied damage award;
4. the future salary, wages, commissions, or **Benefits** of a claimant who has been or shall be hired, promoted, or reinstated to employment pursuant to a settlement of, order in, or other resolution of any **Claim**;
5. any payment, incentive, or other compensation that is granted in the form of securities of the **Policyholder** or is based on the value of securities of the **Policyholder**;
6. any salary, wages, commissions, **Benefits** or other monetary payments which constitute severance payments or payments pursuant to a notice period;
7. any amount incurred by an **Insured** in the defense or investigation of any action, proceeding, or demand that is not then a **Claim** even if (i) such amount also benefits the defense of a covered **Claim**, or (ii) such action, proceeding or demand subsequently gives rise to a **Claim**;
8. matters uninsurable under the law applicable to this Policy; or
9. **Punitive Damages**.

However, if **Punitive Damage** Coverage is included in Item 6 in the Declarations, **Loss** shall include **Punitive Damages** to the extent such damages are insurable. In determining the insurability of **Punitive Damages**, it is agreed that the law of the jurisdiction most favorable to the insurability of those damages will control for the purpose of resolving any dispute between the Insurer and the **Insureds**, provided that such jurisdiction is:

- (a) where the **Punitive Damages** were awarded or imposed;
- (b) where the **Wrongful Act** underlying the **Claim** took place;
- (c) where either the Insurer or any **Insured** is incorporated, has its principal place of business or resides; or
- (d) where this Policy was issued or became effective.

- M. **Other Workplace Tort** means

1. an employment related misrepresentation to an employee;
2. failure to grant or adopt adequate employment related policies and procedures;
3. negligent hiring, supervision, evaluation or retention of employees;
4. employment-related invasion of privacy or defamation;
5. employment-related wrongful infliction of emotional distress; or

6. employment-related libel, slander, false arrest, detention imprisonment;

but only when alleged as part of a **Claim** for an actual or alleged **Breach of Employment Contract, Discrimination, Harassment, Retaliation, or Wrongful Job Action**.

- N. **Parent Company** means the company designated in Item 1 in the Declarations.
- O. **Policyholder** means the **Parent Company** and its **Subsidiaries**, including any such organization as a debtor in possession within the meaning of the United States Bankruptcy Code or similar legal status under foreign law.
- P. **Policy Period** means the period of time specified in Item 2 in the Declarations, subject to prior termination in accordance with Section VIII.C.
- Q. **Pollutants** means any substance located anywhere in the world exhibiting any hazardous characteristics as defined by or identified on a list of hazardous substances issued by the United States Environmental Protection Agency or any federal, state, county, municipality or locality counterpart thereof. Such substances shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, mold, spores, fungi, germs, chemicals or waste materials. **Pollutants** shall also mean any other air emission, odor, waste water, oil or oil product, infectious or medical waste, asbestos or asbestos product, lead or lead product, noise, and electric, magnetic or electromagnetic field.
- R. **Potential Claim** means an allegation or accusation, by or on behalf of a potential claimant, of a **Wrongful Employment Act** provided such allegation does not constitute a **Claim**, but subsequently may give rise to a **Claim**.
- S. **Punitive Damages** means punitive or exemplary damages and also includes liquidated damages awarded under the Age Discrimination in Employment Act (ADEA), Equal Pay Act (EPA), and Family and Medical Leave Act (FMLA), all as amended.
- T. **Retaliation** means the illegal retaliatory treatment of **Employees**, including any retaliatory treatment against an **Employee** for such **Employee** engaging in any of the following activities:
1. exercising his or her rights under the law;
 2. refusing to violate any law or opposing an unlawful practice;
 3. threatening to disclose or actually disclosing violations of the law to any governmental authority or the management of the **Policyholder**; or
 4. testifying, cooperating, or assisting with respect to an investigation or proceeding by a governmental authority against the **Policyholder**.
- U. **Subsidiary** means any entity in which and so long as the **Parent Company**, either directly or indirectly:
1. owns more than fifty (50) percent of the issued and outstanding voting equity securities, or
 2. controls voting rights representing the present right to vote for election or to appoint more than fifty (50) percent of the directors or trustees,
- on or before the effective date of this Policy, or after the effective date of this Policy if the entity is covered pursuant to Section VIII.A.1, solely with regard to **Wrongful Acts** occurring at or after the time such entity became a **Subsidiary**.
- V. **Third Party Claim** means any **Claim** brought and maintained against any **Insured** by or on behalf of any natural person who is, or attempted to be, a customer or vendor of the **Policyholder** or an

employee of such customer or vendor of the **Policyholder** for any **Wrongful Third Party Act**. **Third Party Claims** shall not include **Claims** brought by independent contractors of the **Policyholder**.

- W. **Wrongful Act** means a **Wrongful Employment Act** or a **Wrongful Third Party Act**.
- X. **Wrongful Employment Act** means any **Breach of Employment Contract, Discrimination, Harassment, Retaliation, Wrongful Job Action, or Other Workplace Torts** actually or allegedly committed or attempted by:
1. the **Policyholder**;
 2. any **Insured Individuals** in their capacities as such; or
 3. by any other persons for whom the **Insureds** are legally responsible.
- Y. **Wrongful Job Action** means wrongful:
1. dismissal, discharge or termination (either actual or constructive) of employment;
 2. wrongful failure to employ or promote;
 3. wrongful reference, discipline or deprivation of a career opportunity; or
 4. wrongful demotion or adverse change in the terms, conditions or status of employment.
- Z. **Wrongful Third Party Act** means any error, misstatement, misleading statement, act, omission, neglect, or breach of duty actually or allegedly committed or attempted by:
1. the **Policyholder**;
 2. any **Insured Individuals** in their capacities as such; or
 3. by any other persons for whom the **Insureds** are legally responsible;

and which discriminates against any natural person who is a customer or vendor of the **Policyholder**, or employee of a customer or vendor of the **Policyholder**, on the basis of that natural person's race, color, creed, national origin, gender, sexual orientation or preference, marital status, sex, religion, age, military service, disability or handicap, pregnancy, or on any other basis prohibited by law, including the sexual or other discriminatory harassment of such customer or vendor or employee of such customer or vendor.

IV. EXCLUSIONS

A. Exclusions Applicable to All **Loss**

The Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured**:

1. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any fact, circumstance, transaction, event or **Wrongful Act** which before the Inception Date set forth in Item 2 of the Declarations, was the subject of any notice of claim, loss or notice of potential claim or potential loss given under any other policy of insurance;
2. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving:
 - (a) any demand, suit, or other proceeding pending, or order, decree or judgment entered, against any **Insured** on or prior to the Pending or Prior Claim Date set forth in Item 9 in the Declarations or any **Wrongful Act**, fact, circumstance or situation underlying or alleged therein; or

- (b) any other **Wrongful Act** whenever occurring, which, together with a **Wrongful Act** described in (a) above, constitute **Interrelated Wrongful Acts**;
3. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any action that relates to a collective bargaining agreement;
 4. based upon, arising from, or in consequence of the liability of others assumed by any **Insured** under any written or oral contract or agreement; provided that this Exclusion A. 4 shall not apply to the extent that an **Insured** would have been liable in the absence of such a contract or agreement;
 5. for an actual or alleged violation of the responsibilities, obligations or duties imposed by the following laws and any amendments thereto:
 - (a) any law governing workers' compensation, unemployment insurance, social security, disability benefits or similar law;
 - (b) the Employee Retirement Income Security Act of 1974 (except Section 510 thereof) or any law that governs any employee benefit arrangement, program, policy, plan or scheme of any type (whether or not legally required or whether provided during or subsequent to employment with the **Policyholder**);
 - (c) the Fair Labor Standards Act or any law that governs wage, hour or payroll policies and practices, except the Equal Pay Act;
 - (d) the National Labor Relations Act or any law that pertains to the rights of employees with respect to unions, unionizing, or collective activities in the workplace or any obligations of employers with respect to such employee activities;
 - (e) the Worker Adjustment and Retraining Notification Act, or any law that governs any obligation of an employer to notify, discuss, or bargain with its employees or others in advance of any plant or facility closing, or mass layoff or any similar obligation;
 - (f) the Consolidated Omnibus Budget Reconciliation Act of 1985;
 - (g) the Federal False Claims Act or any similar federal, state, or local statutory law or common law anywhere in the world; or
 - (h) the Occupational Safety and Health Act or any law that governs workplace safety and health;including any other federal, state local or foreign statute or law similar to any statute or law described in (a) through (h) of this exclusion, or rules or regulations promulgated under any of such statutes or laws; provided however this Exclusion A. 5. shall not apply to any **Claim** for **Retaliation**;
 6. made against a **Subsidiary** or an **Insured Individual** of such **Subsidiary** for any **Wrongful Act** committed, attempted, or allegedly committed or attempted during anytime when such entity was not a **Subsidiary**;
 7. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving:
 - (a) any nuclear reaction, radiation or contamination;
 - (b) the actual, alleged or threatened discharge, release, escape, seepage, migration, dispersal or disposal of **Pollutants** into or on real or personal property, water or the atmosphere; or

(c) any direction or request that the **Insureds** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so;

provided that this Exclusion A. 7. shall not apply to **Claims** brought by an **Employee** for **Retaliation**;

8. for actual or alleged bodily injury, mental anguish, emotional distress, humiliation, assault, battery, sickness, disease, or death of any person or damage to or destruction of any tangible property including loss of use thereof; provided that this exclusion shall not apply with respect to any actual or alleged mental anguish or emotional distress in a **Claim** or **Third Party Claim** for a **Wrongful Act** by an **Insured**;
9. for any actual or alleged breach of any express contract between the **Policyholder** and an independent contractor of the **Policyholder**;
10. for any actual or alleged charge of contempt of court or violation of a court order;
11. based upon, arising from, or in consequence of any federal, state, or local statutory law or common law anywhere in the world that governs competition, monopolistic practices, or price fixing (including horizontal or other price fixing of wages, hours, salaries, compensation, benefits or any other terms and conditions of employment), including but not limited to the Interstate Commerce Act of 1887, the Sherman Antitrust Act of 1890, the Clayton Act of 1914, the Robinson-Patman Act of 1936, the Cellar-Kefauver Act of 1950, the Federal Trade Commission Act of 1914, or amendments to or regulations promulgated under any such law; or
12. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving:
 - (a) the gaining of any profit, remuneration, or advantage to which the **Insured** was not legally entitled; or
 - (b) any criminal or deliberately fraudulent act, error or omission by an **Insured**;if evidenced by any judgment, final adjudication, alternate dispute resolution proceeding or a document or written statement by an **Insured**.

With respect to exclusion A. 12 (b) set forth above no knowledge possessed by any **Insured Individual** shall be imputed to any other **Insured Individual**.

B. Exclusions Applicable Solely To Loss other than Defense Costs

With respect to **Claims** not excluded by Section IV Exclusions A. of the Policy, the Insurer shall only pay **Defense Costs**, and not other components of **Loss**, on account of any **Claim** made against any **Insured**, for:

1. amounts which constitute **Benefits** due or to become due or the equivalent value of such **Benefits**; provided that this Exclusion B. 1. shall not apply to any **Claim** for wrongful termination of employment;
2. amounts which constitute costs associated with providing any accommodation for persons with disabilities or any other status which is protected under any applicable federal, state, or local statutory law or common law anywhere in the world, including but not limited to the Americans With Disabilities Act, the Civil Rights Act of 1964, or amendments to or rules or regulations promulgated under any such law;
3. the recovery of amounts owing under or assumed by any **Insured** pursuant to any express written employment contract or agreement with any **Employee**; provided, however, this exclusion shall not apply to the extent the **Insured** would be liable for such amounts in the absence of such contract or agreement; or

4. any request order (including the cost of compliance with such order) or agreement for non-monetary relief including injunctive relief, declaratory relief, restitution, or any other equitable remedy.

V. LIMIT OF LIABILITY, RETENTIONS, DEFENSE AND SETTLEMENT

A. Limit of Liability

The Insurer's maximum aggregate liability under all Insuring Agreements for all **Loss** arising from all **Claims** first made during the **Policy Period** shall be the Limit of Liability set forth in Item 3 in the Declarations.

The Limit of Liability for the Extended Reporting Period, if exercised, shall be part of and not in addition to the Limit of Liability for the immediately preceding **Policy Period**. The purchase of the Extended Reporting Period shall not increase or reinstate the Limit of Liability, which shall be the maximum liability of the Insurer for such **Policy Period** and Extended Reporting Period, combined.

Defense Costs are part of, and not in addition to, the Limit of Liability set forth in Item 3 in the Declarations and the payment by the Insurer of **Defense Costs** reduces and may totally exhaust such Limit of Liability.

If the Limit of Liability is exhausted by payment of **Loss**, the Insurer's obligations under this Policy shall be completely fulfilled and extinguished.

All **Claims** arising from the same **Wrongful Act** and/or all **Interrelated Wrongful Acts** shall be deemed one **Claim**, and such **Claim** shall be deemed to be first made on the earlier date that: (i) any of the **Claims** is first made against an **Insured** under this Policy or any prior policy, or (ii) valid notice was given by the **Insureds** under this Policy or any prior policy of any **Wrongful Act**, or any fact, circumstance, situation, event, transaction or cause which underlies such **Claim**. Coverage under this Policy shall apply only with respect to **Claims** deemed to have been first made during the **Policy Period** and reported in writing to the Insurer in accordance with the terms herein.

B. Retentions

The Insurer shall be liable for only that part of **Loss** arising from a **Claim** which is excess of the Retention set forth in Item 4 in the Declarations, and such Retention shall be borne by the **Insureds** uninsured and at their own risk.

C. Defense and Settlement

The Insurer shall have both the right and the duty to defend, and appoint counsel with respect to, any **Claim** made against the **Insureds** alleging a **Wrongful Act**, even if such **Claim** is groundless, false or fraudulent. The **Insureds** shall have the right, at their own expense, to associate with the Insurer in the defense of any **Claim**, including but not limited to negotiating a settlement. However, the Insurer shall not be obligated to defend any **Claim** after the Limit of Liability set forth at Item 3 in the Declarations has been exhausted or after the rejection of a settlement offer as described below.

The **Insureds** shall not settle any **Claim**, incur any **Defense Costs**, admit or assume any liability, stipulate to any judgment, or otherwise assume any contractual obligation, without the Insurer's prior written consent, which shall not be unreasonably withheld. The Insurer shall not be liable for any settlement, **Defense Costs**, assumed obligation, admission or stipulated judgment to which it has not consented or for which the **Insureds** are not legally obligated. The **Insureds** will provide the Insurer with all information, assistance and cooperation that the Insurer reasonably requests. The **Insureds** shall not knowingly take any action which increases the Insurer's exposure for **Loss** under this Policy. Notwithstanding the foregoing, the Insurer's consent shall not be required with respect to any **Claim** if the total **Loss** (inclusive of **Defense Costs**) arising from such **Claim** is less than fifty (50) percent of the applicable Retention set forth in Item 4 in the Declarations.

If the Insurer recommends a settlement within the Policy's applicable Limit of Liability which is acceptable to the claimant and the **Insureds** unreasonably refuse to consent, then the Insurer's liability for all **Loss** on account of such **Claim** shall not exceed the amount for which the Insurer could have settled such **Claim**, plus an additional fifty (50) percent of such amount, plus **Defense Costs** up to the date the **Insureds** refused to settle such **Claim**. However, in no event shall the Insurer's liability exceed the applicable Limit of Liability set forth in Item 3 in the Declarations.

VI. AWARENESS PROVISION

- A. If during the **Policy Period** any **Insured** becomes aware of a **Potential Claim**, and the **Insured** gives written notice of such **Potential Claim** to the Insurer during the **Policy Period**, then any **Claim** subsequently arising from such **Potential Claim** shall be considered to have been made during the **Policy Period** in which the **Potential Claim** was first reported to the Insurer. No coverage shall be provided for fees and expenses incurred prior to the time such circumstances result in a **Claim**.
- B. The **Insureds** shall, as a condition precedent to exercising their rights hereunder:
1. include with any notice of **Potential Claim** a description of the circumstances, the nature of the potential **Wrongful Act**, the nature and extent of the potential damages, the names of the potential claimants, the identities of the potential defendants, and the manner in which the **Insured** first became aware of such circumstances; and
 2. give the Insurer such additional information and cooperation as it may reasonably require.
- C. Written notice of any such subsequent **Claim** resulting from a **Potential Claim** must be given to the Insurer as soon as practicable, but in no event later than sixty (60) days after such **Claim** is first made.

VII. NOTICES

All notices under any provision of this Policy must be made in writing and delivered by prepaid express courier, certified mail or fax. Notice to the **Insureds** shall be given to the **Parent Company**. Notices to the Insurer shall be given to the appropriate party at the address set forth in Item 11 in the Declarations. Notices given as described above shall be deemed to be received and effective upon actual receipt thereof by the addressee or one day following the date such notices are sent, whichever is earlier.

VIII. GENERAL CONDITIONS

A. Transactions That Impact Coverage

1. If, after the effective date of this Policy
 - (a) the **Policyholder**:
 - (i) creates or acquires an entity;
 - (ii) merges with another entity such that the **Policyholder** is the surviving entity; or
 - (iii) assumes voting rights representing the present right to vote for election or to appoint more than fifty (50) percent of the directors or trustees of an entity (hereinafter (i)-(iii) of this subsection each a "Transaction");

then such entity and any subsidiaries shall be deemed to be a **Subsidiary**, only if the total number of employees in such entity and any subsidiaries prior to such Transaction does not exceed ten percent (10%) of the total number of **Employees** immediately prior to such Transaction.

Notwithstanding the above, if the **Policyholder** engages in a Transaction and the total number of employees of the **Policyholder** after such Transaction exceeds a hundred and ten percent (110%) of the total number of **Employees** immediately prior to such Transaction, then this Policy shall provide insurance for such entities and any subsidiaries and their directors, officers, trustees, or employees, as for a period of ninety (90) days after the effective date of such Transaction. At its sole option and upon submission of any and all information as it may require, the Insurer may, upon payment of any additional premium or modification of the provisions of this Policy that may be warranted, extend the insurance otherwise afforded through this subparagraph.

There shall be no coverage for any **Wrongful Act** by such created, acquired or merged entity or by any persons or entities considered to be **Insureds** pursuant to paragraph (a) above, where such **Wrongful Act** occurred before the effective date of such creation, acquisition or merger.

(b) the **Policyholder** acquires all or substantially all of the assets of another entity, and the total number of employees of the **Policyholder** after such or acquisition exceeds a hundred and ten percent (110%) of the total number of **Employees** immediately prior to such acquisition, then this Policy shall provide insurance for such newly hired employees for a period of ninety (90) days after the effective date of such acquisition. At its sole option and upon submission of any and all information as it may require, the Insurer may, upon payment of any additional premium or modification of the provisions of this Policy that may be warranted, extend the insurance otherwise afforded through this subparagraph.

2. If, during the **Policy Period**, any of the following events occurs:

(a) the acquisition of the **Parent Company**, or of all or substantially all of its assets, by another entity, or the merger or consolidation of the **Parent Company** into or with another entity such that the **Parent Company** is not the surviving entity; or

(b) the acquisition by any person, entity or affiliated group of persons or entities of the right to elect, appoint or designate at least fifty (50) percent of the directors of the **Parent Company**;

then coverage under this Policy shall continue until termination of the **Policy Period**, and shall not be cancellable by the **Parent Company**, but only with respect to **Wrongful Acts** occurring prior to such merger, consolidation or acquisition. The **Parent Company** shall give written notice of such merger, consolidation or acquisition to the Insurer as soon as practicable together with such information as the Insurer may require. However, coverage under this Policy will cease as of the effective date of such event with respect to **Wrongful Acts** occurring after such event. The appointment by any state or federal official, agency or court of any receiver, trustee, examiner, conservator, liquidator, rehabilitator or similar official to take control of, supervise, manage or liquidate the **Parent Company**, or the **Parent Company** becoming a debtor in possession within the meaning of the United States Bankruptcy Code or similar legal status under foreign law, shall not be considered an acquisition within the meaning of this Subsection.

3. If before or during the **Policy Period** an organization ceases to be a **Subsidiary**, coverage with respect to such **Subsidiary** and its **Insureds** shall continue until termination of the Policy, but only with respect to **Wrongful Acts** occurring prior to the date such organization ceased to be a **Subsidiary**.

B. Representations and Severability with Respect to Application

In granting coverage to any one of the **Insureds**, the Insurer has relied upon the statements made in the written **Application** for this Policy and all information provided to the Insurer and upon the statements in the original written application submitted to another insurer with respect to the prior coverage incepting as of the Continuity Date, if any, set forth in Item 10 in the Declarations. All such statements are the basis of this Policy and shall be incorporated in and constitute part of this Policy.

In order to determine if coverage is available:

1. only facts pertaining to and knowledge possessed by any chairperson of the board of directors, president, chief executive officer, chief operating officer, chief financial officer, in house general counsel, human resources manager or risk manager of the **Policyholder** shall be imputed to the **Policyholder**, and
2. no declaration or statement in the **Application** or knowledge possessed by the **Policyholder** or any **Insured Individual** shall be imputed to any other **Insured Individual**. Such written Application(s) for coverage shall be construed as a separate Application for coverage by each **Insured Individual**.

C. Cancellation/Nonrenewal

1. The **Parent Company** may cancel this Policy during the **Policy Period** by giving the Insurer advance written notice of cancellation stating when thereafter such cancellation will be effective.
2. The Insurer may only cancel this Policy in the event of nonpayment of premium by giving the **Parent Company** written notice of cancellation at least twenty (20) days before the effective time of cancellation.
3. Notice of cancellation shall state the effective time of cancellation. The **Policy Period** shall end at that time.
4. If this Policy is cancelled, the Insurer shall send the **Parent Company** any premium refund as soon as practicable. If the **Parent Company** cancels, the refund shall be on the customary short rate basis. The return or tender of a return premium is not a condition precedent to the cancellation becoming effective at the time stated in the cancellation notice.
5. If the Insurer decides not to renew this Policy, the Insurer shall provide written notice to the **Parent Company** at least sixty (60) days prior to the end of the **Policy Period**.
6. If any controlling law requires a longer period of notice by the Insurer, the Insurer shall give such longer notice.

D. Other Insurance

If any **Loss** arising from any **Third Party Claim**, is insured by any other policy(ies) of insurance, prior or current, then this Policy shall apply only in excess of and will not contribute with the amount of any deductibles, retentions and limits of liability under such other policy(ies) whether such policy(ies) is stated to be primary, contributory, excess, contingent or otherwise, unless such policy(ies) is written to be specifically excess of this Policy by reference in such other policy(ies) to this Policy's Policy Number indicated in the Declarations.

In all other events, this Policy is intended to provide primary insurance.

E. Territory

This Policy shall apply to **Claims** made against the **Insureds** anywhere in the world.

F. Valuation and Currency

All premiums, limits, Retentions, **Loss**, and other amounts under this Policy are expressed and payable in the currency of the United States. If judgment is rendered, settlement is denominated or another element of **Loss** under this Policy is stated in a currency other than United States dollars, payment under this Policy shall be made in United States dollars at the rate of exchange published in *The Wall Street Journal* on the date the judgment becomes final or payment of the settlement or other element of **Loss** is due.

G. Subrogation

In the event of any payment under this Policy, the Insurer shall be subrogated to the extent of such payment to all the **Insureds'** rights of recovery, and the **Insureds** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the Insurer effectively to bring suit in the name of the **Insureds**.

H. No Action Against Insurer

No action shall lie against the Insurer unless, as a condition precedent thereto, there has been full compliance with all the terms of this Policy. No person or organization shall have any right under this Policy to join the Insurer as a party to any action against the **Insureds** to determine the **Insureds'** liability, nor shall the Insurer be impleaded by the **Insureds** or their legal representative.

I. Bankruptcy

Bankruptcy or insolvency of the **Policyholder** or of any **Insured Individual** shall not relieve the Insurer of its obligations nor deprive the Insurer of its rights or defenses under this Policy.

J. Authorization Clause

By acceptance of this Policy, the **Parent Company** agrees to act on behalf of the **Insureds** with respect to the giving and receiving of any notice provided for in this Policy (except the giving of notice to apply for any Extended Reporting Period), the payment of premiums and the receipt of any return premiums that may become due under this Policy, and the agreement to and acceptance of endorsements, and the **Insureds** agree that the **Parent Company** shall act on their behalf.

K. Alteration and Assignment

No change in, modification of, or assignment of interest under this Policy shall be effective except when made by a written endorsement to this Policy which is signed by an authorized representative of the Insurer. The **Insureds** agree that this Policy constitutes the entire agreement between the **Insureds** and the Insurer, or any of their agents or brokers. Notice to or knowledge possessed by the Insurer, the **Insureds** or any agent, broker or other person acting on behalf of the **Insureds** or Insurer shall not effect a waiver of or estop the Insurer or the **Insureds** from asserting any rights under this Policy.

L. Headings

The description in the headings and subheadings are solely for convenience, and form no part of the terms and conditions of coverage.



EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY DECLARATIONS

THIS POLICY IS WRITTEN ON A CLAIMS MADE AND REPORTED BASIS AND COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSUREDS DURING THE POLICY PERIOD OR THE EXTENDED REPORTING PERIOD, IF APPLICABLE, AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN. THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED AND MAY BE TOTALLY EXHAUSTED BY AMOUNTS INCURRED AS DEFENSE COSTS. THE AMOUNT AVAILABLE TO PAY DEFENSE COSTS IS SUBJECT TO A MAXIMUM AGGREGATE LIMIT OF LIABILITY. PLEASE READ THIS POLICY CAREFULLY.

COMPANY: Axis Insurance Company

POLICY NUMBER:

Item 1. **Parent Company:**

(Name)
(Address)

Item 2. **Policy Period:**

a. Inception Date
b. Expiration Date

Both dates at 12:01 a.m. at the
address listed in Item 1

Item 3. Limits of Liability:

Maximum aggregate Limit of Liability for all **Claims** under all Section I.
Insuring Agreements combined \$

Item 4. Retention: Each **Claim**

\$ _____

Item 5. Extended Reporting Period:

(A) Additional Premium: _____percent of annualized premium for the **Policy Period**

(B) Extended Reporting Period: One Year

Item 6. **Punitive Damages** Coverage Included:

Yes No

Item 7. **Third Party Claim** Coverage Included:

Yes No

Item 8. Terrorism Coverage:

Coverage Purchased by **Parent Company**: Yes No

If Yes, Terrorism Coverage Premium: \$

Item 9. Pending or Prior Claim Date:

Section I. Insuring Agreement A: _____

Section I. Insuring Agreement B: _____

Item 10. Continuity Date: _____

Item 11. Notices to Insurer:

Notice Of **Claim(s)** To Be Sent To:

Axis Financial Insurance Solutions Claims
Address: Connell Corporate Park
300 Connell Drive
P.O. Box 357
Berkeley Heights, NJ 07922-0357
Facsimile: (908) 508-4389
Toll-Free Number: (866) 259-5435

All Other Notices To Be Sent To:

Axis Financial Insurance Solutions
Address: Connell Corporate Park
300 Connell Drive
P.O. Box 357
Berkeley Heights, NJ 07922-0357
Facsimile: (908) 508-4301
Toll-Free Number: (866) 259-5435

Item 12. Endorsements Effective at Inception:

The Insurer has caused this Policy to be signed and attested by its authorized officers, but it shall not be valid unless also signed by another duly authorized representative of the Insurer.

Authorized Representative

Date

Richard T. Geryf

Secretary

Fred Marshall Turner II

President



EMPLOYMENT PRACTICES LIABILITY INSURANCE APPLICATION

NOTICE: THE POLICY FOR WHICH THIS APPLICATION IS SUBMITTED IS WRITTEN ON A CLAIMS MADE AND REPORTED BASIS AND COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE, AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS THEREIN. THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED AND MAY BE TOTALLY EXHAUSTED BY AMOUNTS INCURRED AS DEFENSE COSTS. PLEASE READ THE POLICY CAREFULLY.

Please fully answer all questions and submit all requested information. Terms appearing in bold face in this Application are defined in the Policy and have the same meaning in this Application as in the Policy. If you do not have a copy of the Policy, please request it from your agent or broker. This Application, including all materials submitted herewith, shall be held in confidence.

1. GENERAL INFORMATION

- (a) Applicant Name: _____
(Whenever used in this Application, the term "Applicant" shall mean the **Parent Company**, unless otherwise indicated)
- (b) Address: _____

- (c) State of Incorporation: _____ (d) Date Established: _____
- (e) Nature of Business: _____
- (f) Form of business organization: Corporation; Partnership; Other (specify) _____
- (g) SIC Code: _____ (h) Stock Symbol and Exchange (if applicable) _____
- (i) Applicant's website address (if applicable): _____
- (j) Name of Applicant's designated representative to receive all notices from the Insurer on behalf of all person(s) and entity(ies) proposed for this insurance:

- (k) Please attach a list of **Subsidiaries** proposed for coverage, including their nature of business, date acquired or created and percentage of ownership by **Parent Company**.
- (l) Does the Applicant have any foreign operations? Yes No If yes, please complete Appendix I: Foreign Operations Questionnaire.

2. COVERAGE REQUESTED

Limit Requested \$ _____

Retention Requested \$ _____

3. **POLICY PERIOD REQUESTED**

From _____ to _____ both days at 12:01 a.m. at the principal address of the Applicant.

4. **OUTSIDE POSITIONS**

Is the Applicant requesting **Outside Position** coverage? Yes No If yes, please attach a list of all proposed **Insured Individuals** by name, title, and affiliation with other organizations.

5. **PUNITIVE DAMAGES**

Is the Applicant requesting **Punitive Damages** coverage? Yes No

6. **THIRD PARTY CLAIM**

Is the Applicant requesting **Third Party Claim** coverage? Yes No If yes, please complete Appendix II: **Third Party Claim** Questionnaire.

7. **EMPLOYEE INFORMATION**

a) Total number of **Employees** in **Parent Company** and all **Subsidiaries**:

Number that are full-time

Number that are part-time

Number located in United States

Number located outside United States

Number that are unionized workers

b) Total number of the following:

Number of temporary workers

Number of independent contractors

Number of leased workers

Number of volunteers

c) Does the Applicant have a tracking system that monitors the overtime, vacation and sick pay hours of non-exempt **Employees**? Yes No

d) Please provide a breakdown of the total number of **Employees** or **Insured Individuals** in the following jurisdictions:

California Florida Massachusetts Michigan

New Jersey New York Washington, D.C. Texas

e) Percentage of **Employees** with salaries:

Less than \$50,000 % \$100,001 - \$150,000 %

\$50,001 - \$100,000 % Greater than \$150,001 %

f) **Employee** turnover percentage for the most recent three years:

Year _____ % Year _____ % Year _____ %

8. CORPORATE HISTORY

Has the Applicant in the past 36 months completed or agreed to, or does it contemplate within the next 18 months, any of the following, whether or not such transactions were or will be completed?

- (a) Merger, acquisition or consolidation with another entity? Yes No If yes, please provide details.

- (b) Sale, distribution or divestiture of any assets resulting in a reduction of the total number of **Employees** of the Applicant? Yes No
- (c) Anticipate any plant, facility, branch or office closings, consolidations or layoffs? Yes No
If yes to questions 8(b) or (c) above, please complete Appendix III: Reduction in Workforce Questionnaire.
- (d) Has the Applicant converted or does the Applicant plan to convert their traditional pension plan to a cash balance plan? Yes No If yes, please provide details.

9. EMPLOYMENT POLICIES AND PROCEDURES

- (a) Does the Applicant have a Human Resource Department? Yes No
If the answer to (a) above is no, who handles this function? _____
How many **Employees** are in the Human Resource Department?
- (b) Does the Applicant require employment terminations to be reviewed by (check all that apply):
Human Resources Yes No
Law Department Yes No
Outside Legal Counsel Yes No
- (c) What outside employment legal counsel does the Applicant use for employment and/or labor advice and/or defense? _____
- (d) Does the Applicant conduct testing for any of the following:
Drug/alcohol screening Yes No
Physical examinations Yes No
Psychological examinations Yes No
Skills testing Yes No
Polygraph testing Yes No

If yes to any of the above, please attach a copy of any written policies and procedures.
Who conducts the testing? _____
Are the above tests and examinations done pre-employment or post-offer of employment? _____
Are all **Employees** subject to these tests and examinations? Yes No If no, which **Employees** are not subject to these tests and examinations and why? _____

- (e) Does the Applicant use an employment application for all applicants? Yes No
If no, which applicants are not required to complete an application and then how is the hiring process conducted? _____
Does the Applicant utilize standard employment offer letters for all applicants? Yes No
If not, which applicants are not provided with employment offer letters and why? _____

- (f) Does the Applicant have a formal orientation program for all new **Employees**? Yes No
- (g) Does the Applicant provide annual written performance evaluations for all **Employees**? Yes No
If yes, does it include standard rating categories? Yes No

- (h) Does the Applicant conduct training on sexual harassment, harassment and discrimination prevention?
 Yes No
 Who is required to attend? _____ How often is it held? _____
 Who conducts the training? _____ Is training documented? Yes No
- (i) Does the Applicant have a formal employment contract with any **Employee**? Yes No
 If yes, are employment contract(s) created and reviewed by outside counsel? Yes No
 Total number of **Employees** with a formal employment contract.
 Total value of all contracts. \$ Total value of the largest contract. \$
 Please provide a specimen copy of the employment contract(s).
- (j) Does the Applicant have an **Employee Handbook**? Yes No
 If yes, is it distributed to all **Employees**? Yes No
 Do all **Employees** provide a written acknowledgment that they have received the handbook?
 Yes No
 Is the **Employee Handbook** uniform for all locations and subsidiaries? Yes No
 Has an employment attorney reviewed the **Employee Handbook**? Yes No
 When was the **Employee Handbook** last reviewed by an employment attorney? _____
- (k) Are uniform exit interviews conducted when an **Employee** resigns or is terminated (voluntary and involuntary)? Yes No
 Are exit interviews documented? Yes No
- (l) Is the Applicant required to file an affirmative action plan with the Office of Federal Contract Compliance Programs (OFCCP)? Yes No. If yes, please provide a copy of the plan.

 If yes, has the Applicant ever been the subject of an OFCCP investigation, which resulted in a finding of a violation? Yes No. If yes, please attach a copy of the audit or investigation report and indicate what actions Applicant has taken to remedy the violation.
- (m) Does the Applicant utilize arbitration for employment-related claims?
 Yes No. Is it mandatory? Yes No
 If yes, please provide a copy of the arbitration policy.
- (n) Are all the Applicant's locations compliant with the Americans with Disability Act (ADA)?
 Yes No If no, please provide details.

10. PAST ACTIVITIES

Has any **Insured** been involved in any of the following?

- (a) Civil or criminal action or administrative proceeding charging violation of a federal, state or foreign employment law or regulation? Yes No
- (b) Any other criminal actions? Yes No
- (c) Representative actions, class actions or derivative suits in connection with employment issues?
 Yes No
- (d) Investigation by the Equal Employment Opportunity Commission (EEOC), or similar state or foreign agency? Yes No
- (e) Is any **Insured** presently subject to any judicial or administrative order, decree, judgment or conciliation agreement that is employment-related? Yes No.

If yes to any of the questions in 10 (a), (b), (c), (d) or (e) above, attach details.

11. LOSS HISTORY

Please attach a list of all employment-related charges, investigations, litigation and administrative proceedings (including Equal Employment Opportunity Commission (EEOC), or other federal, state and local agency proceedings, including proceedings involving the National Labor Relations Board, U.S. Department of Labor, US Department of Justice, or the Office of Federal Contract Compliance Programs (OFCCP)) commenced against any **Insured** during the past three (3) years. The list should include for each complaint, litigation or proceeding: (a) the type of allegation(s), (b) the court or agency involved, (c) description of any decision, determination or judgment rendered, (d) total **Defense Costs** incurred to date in the litigation or proceeding, (e) any judgment or settlement amount, (f) whether the litigation or proceeding remains pending or is closed and (g) what corrective actions have been taken to mitigate or prevent such losses from occurring.

12. PRIOR INSURANCE

- (a) Does the **Policyholder** currently have employment practices liability insurance?
 Yes No. If yes, please provide the following:

<u>Insurer</u>	<u>Limits</u>	<u>Retention/Deductible</u>	<u>Policy Period</u>	<u>Premium</u>
_____	\$ _____	\$ _____	_____	\$ _____

Have any of the **Policyholder's** current employment practices liability insurers indicated an intent not to offer renewal terms? Yes No. If yes, attach details.

- (b) Has any **Insured** given written notice under the provisions of any prior or current employment practices liability policy of specific facts or circumstances that might give rise to a **Claim** being made against any **Insured**? Yes No. If yes, attach details.
- (c) Have any **Loss** payments been made on behalf of any proposed **Insured** under any employment practices liability policy or similar insurance? Yes No. If yes, attach details.

It is agreed that with respect to questions 10, 11, 12(b), and 12(c), if such facts or circumstances exist, any **Claims** arising therefrom is excluded from the proposed insurance for all **Insureds**.

13. PRIOR EXPERIENCE

- (a) No **Claims** have been made against any entity or person(s) proposed for this insurance in a capacity that would be insured under this Policy (including **Loss** payment and **Defense Costs**). If there are any exceptions, please attach complete details. If none, check here.
- (b) No person(s) or entity(ies) proposed for this insurance is cognizant of any fact, circumstance or situation that he/she has reason to suppose might afford grounds for any **Claim**. If there are any exceptions, please attach complete details. If none, check here.

It is agreed that with respect to questions 13(a) and 13(b) above, if such knowledge exists by any person signing this application, then any **Claim** arising therefrom is excluded from the proposed insurance for all **Insureds**.

14. **ADDITIONAL UNDERWRITING INFORMATION**

As part of this Application, submit the following documents with respect to the Policyholder:

- *Latest Annual Report*
- *Latest Employee Handbook and copies of any written employment at will, open door, discrimination, harassment/sexual harassment, Reasonable Accommodation/ADA, FMLA, severance, progressive discipline, grievance policies and procedures including termination procedures and/or exit interview forms*
- *Copies of all employment application forms currently in use, as well as offer letter forms*

- *Copies of performance appraisal forms*
- *Details on any performance appraisal or interview training*
- *Consolidated EEO-1 reports for the past three (3) years*
- *Organization chart which depicts where the Human Resource function exists*
- *Resume /Biography of the Director of Human Resources*

In addition, any and all information filed with the Securities and Exchange Commission may be generated by the Insurer via the Internet and will be utilized in the underwriting process and form a part of the Application. Additional information may be required as part of the Application process.

The undersigned authorized officer of the Applicant declares that the statements set forth herein are true. The undersigned authorized officer agrees that if the information supplied on this Application changes between the date of this Application and the effective date of the insurance, he/she shall, in order for the information to be accurate on the effective date of the insurance, immediately notify the Insurer of such changes, and the Insurer may withdraw or modify any outstanding quotations or authorizations or agreements to bind the insurance.

Signing of this Application does not bind the Applicant or the Insurer to complete the insurance contract, but it is agreed that this Application shall be the basis of the contract should a policy be issued, and it will be attached to and become part of the policy.

All written statements and materials furnished to the Insurer in conjunction with this Application are hereby incorporated by reference into this Application and made a part hereof.

The undersigned authorized officer of the Applicant hereby acknowledges that:

1. this Policy applies to **Claims** first made or deemed made, during the **Policy Period** or Extended Reporting Period, if purchased, and
2. the Limit of Liability available to pay damages or settlements will be reduced, and may be completely exhausted, by the payment of **Defense Costs**, and in such event, the Insurer shall not be responsible for the continued **Defense Costs** or for the amount of any judgment or settlement to the extent that any of the foregoing exceed any applicable Limit of Liability.

NOTICE TO ARKANSAS APPLICANTS: "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."

NOTICE TO COLORADO APPLICANTS: "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."

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: "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."

NOTICE TO FLORIDA APPLICANTS: "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 IN THE THIRD DEGREE."

NOTICE TO KENTUCKY APPLICANTS: "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."

NOTICE TO MAINE APPLICANTS: "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."

NOTICE TO NEW JERSEY APPLICANTS: "ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES."

NOTICE TO LOUISIANA AND NEW MEXICO APPLICANTS: "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 CIVIL FINES AND CRIMINAL PENALTIES."

NOTICE TO NEW YORK APPLICANTS: "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIMS 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."

NOTICE TO OHIO 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 CLAIMS CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD."

NOTICE TO OKLAHOMA APPLICANTS: "ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY."

NOTICE TO PENNSYLVANIA APPLICANTS: "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."

NOTICE TO TENNESSEE AND VIRGINIA APPLICANTS: " 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."

_____ By Applicant

_____ Title (President or CEO)

_____ Date

APPENDIX I: FOREIGN OPERATIONS QUESTIONNAIRE

1. FOREIGN EXPOSURE (attach a separate form if necessary)

Country	Nature of Operations	Relationship to Parent Company (*see chart below)	Total Number of Employees	Total Number of Full-Time Employees	Total Number of Part-Time Employees

* Relationship to Parent Company

- A = Subsidiary
- B = Affiliate
- C = Joint Venture
- D = Other - Please Describe

2. LOSS HISTORY

- (a) Please provide complete employment-related **Claim** and circumstance information for all foreign operations for the past five (5) years. The list should include for each complaint, litigation or proceeding: (i) the type of allegation(s), (ii) the country, court and agency involved, (iii) description of any decision, determination or judgement rendered, (iv) total Defense Costs incurred to date in the litigation or proceeding, (v) any judgement or settlement amount and (vi) whether the litigation or proceeding remains pending or is closed.
- (b) Describe how a non-US employment **Claim** will be investigated and managed. (If necessary, attach a separate form.) _____
- (c) Who is responsible for handling of non-US **Claims**? Include name, title and location.

3. EMPLOYMENT PRACTICES

- (a) Do the foreign operations utilize the same Employment Policies and Procedures as the U.S. operations?
 Yes No If no, describe and attach any policies or procedures that are unique to the foreign operations. _____
- (b) Is there a worldwide human resources manager? Yes No. If no, how does the Applicant insure that all employment policies and procedures are enforced? _____
- (a) Please provide an organizational chart which depicts where the non-US Human Resource function exists.
- (d) Have all the non-US operation's handbooks, employment contracts, employment applications, employment and labor policies and procedures been reviewed with outside counsel familiar with local and/or foreign law, rules, regulations? Yes No.
 If yes, when were they last reviewed and updated? _____
- (e) What outside employment legal counsel does the Applicant use for employment and/or labor and/or defense? _____

APPENDIX II: THIRD PARTY CLAIM QUESTIONNAIRE

(Complete if requesting for **THIRD PARTY CLAIM** coverage)

1. Does the Applicant have a written policy prohibiting all forms of harassment, discrimination, and civil rights violations committed against customers, clients, vendors and/or other third parties? Yes No
If yes, please attach a copy of this policy.
2. Does the Applicant have established written procedures for handling third party complaints of harassment, discrimination, and civil rights violations? Yes No. If yes, attach a copy of these written procedures.
3. (a) Does the Applicant conduct training on third party discrimination, harassment (including sexual) and civil rights violation prevention? Yes No
(b) Who is required to attend this training? _____
(c) Who conducts the training? _____
(d) How often is training conducted? _____
If necessary, please attach a separate sheet.
4. (a) During the past five years has the Applicant ever had a claim, circumstance or incident brought against them by a customer, client, vendor and/or other third party? Yes No (b) If yes, please attach a list of all such matters. Include a description or the allegations, name of the plaintiff(s), name of defendant(s), the defense counsel, court involved, current status, defense costs, indemnity costs and reserves. (c) If yes to question 4 (a) of this Questionnaire, what steps has the Applicant taken to eliminate or mitigate the chances of a similar problem in the future?

5. Approximately what percentage of the Applicant's **Employees** are in contact with customers, clients, vendors and/or other third parties? _____%
6. Do any of the Applicant's **Employees** work at customer, client, vendor or other third party locations?
 Yes No
7. Do **Employees** of any third party (i.e. security guards, etc.) perform services at your facilities?
 Yes No
If yes, are they provided with a copy of the Applicant's written policies and procedures as outlined in questions 1. and 2. above? Yes No
8. (a) Does the Applicant have contractual agreements with third parties that perform services at their facilities?
 Yes No
(a) Are the agreements in writing? Yes No
(b) Does it include a written agreement to hold the Applicant harmless and/or indemnify the Applicant for wrongful actions by such third parties? Yes No
(c) If yes, please attach a specimen agreement.
9. (a) Does the Applicant extend credit to any customer, client or other third party? Yes No
(b) If yes, is it done internally or is it outsourced? _____
(c) If it is outsourced, does the Applicant require the vendor to follow the written policies and procedures as outlined in questions 1. and 2. above? Yes No
10. Does the Applicant have any franchise operations, leased workers or independent contractors?
 Yes No. If yes, does the Applicant require them to follow the policies and procedures as outlined in questions 1. and 2. above? Yes No
11. Are any of the Applicant's **Employees** compensated by commission? Yes No If yes, please include job descriptions and the percentage of staff who work on commission. _____

APPENDIX III: REDUCTION IN WORKFORCE QUESTIONNAIRE

(Complete this section if the **Policyholder** in the past 36 months completed or agreed to, or contemplates within the next 18 months any plant, facility, branch or office closing, consolidation or layoff.)

1. Please provide the following workforce reduction details:

Date of the Reduction in Workforce	Reason for the Reduction in Workforce	Number of Employees Effected by the Reduction

2. Did or will the reduction in workforce comply with the Worker Adjustment and Retraining Notification Act (WARN)? Yes No

3. Who will make or who made the decision to reduce the workforce? _____

4. Does the Policyholder have a reduction in workforce committee? Yes No
If yes, please provide details. _____

5. Were/are impact studies conducted? Yes No If so, what were the findings? _____

6. Breakdown of the number of **Employees** to be effected by the reduction.

Category	Total Number of Employees	Category	Total Number of Employees
Male		Female	
Male White		Female White	
Male Minorities		Female Minorities	
Male Officials & Managers		Female Officials & Managers	
Male Minorities – Officials & Managers		Female Minorities – Officials & Managers	
Male 40 & Older		Female 40 & Older	
Male Minorities 40 & Older		Female Minorities 40 & Older	

7. What are the criteria to determine the workforce reduction? (i.e. departmental, seniority, performance, arbitrary)? Please provide details. _____

8. (a) Was/is severance available to all **Employees**? Yes No If no, please provide details.

(b) Is the severance package uniform? Yes No

(c) Please attach severance package details.

9. (a) Were/are the **Employees** required to sign a release for the severance package? Yes No

(b) If so, does it comply with the Age Discrimination in Employment Act (ADEA) and Older Worker Benefit Protection Act ("OWBPA") Yes No

- (c) Please provide a copy of any waiver(s) and/or release(s).
- (d) Did any **Employee** refuse to sign the release? Yes No
10. (a) Are outplacement services provided? Yes No
- (b) Are they provided to all **Employees**? Yes No
11. (a) Are exit interviews conducted? Yes No
- (b) Are they standardized? Yes No
- (c) Are they documented in writing? Yes No
- (d) Do they require the **Employee's** signature? Yes No
12. (a) Were any **Claims** filed, or are any expected to be filed, as a result of this reduction in workforce?
 Yes No
- (b) Have any of the **Employees** effected by the reduction in workforce previously filed complaints or **Claims** of discrimination, harassment, disability or workers compensation? Yes No If yes, please provide details on a separate sheet.
13. Did the Applicant consult with outside counsel familiar with employment and labor law regarding the reduction in workforce process? Yes No

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

DEFENSE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that:

1. The first paragraph in Section V.C. of this Policy is deleted and replaced in its entirety with the following:

It shall be the **Insureds'** duty and not the Insurer's duty to defend, investigate and evaluate Claims. The Insurer, however, shall have the right and shall be given the opportunity to effectively associate with the **Insureds** in the investigation, defense and settlement, including but not limited to the negotiation of a settlement, of any **Claim** that appears reasonably likely to be covered in whole or in part hereunder. The **Insureds** shall provide the Insurer with all information, assistance and cooperation which the Insurer reasonably requests and shall do nothing that may prejudice the Insurer's potential or actual rights of recovery with respect to **Loss** paid on account of a **Claim**. Subject to Section IX, Allocation, the Insurer shall advance on behalf of the **Insureds** **Defense Costs** which the **Insureds** have incurred in connection with **Claims** made against them, prior to the final disposition of such **Claims**, provided that to the extent it is finally established that any such **Defense Costs** are not covered under this Policy, the **Insureds**, severally according to their interests, shall repay such **Defense Costs** to the Insurer.

2. A new Section, Allocation, is added to this Policy as follows:

IX. ALLOCATION

If in any **Claim**, the **Insureds** who are afforded coverage for such **Claim** incur **Loss** jointly with others (including other **Insureds**) who are not afforded coverage for such **Claim**, or incur an amount consisting of both **Loss** covered by this Policy and loss not covered by this Policy because such **Claim** includes both covered and uncovered matters, then the **Insureds** and the Insurer agree to use their best efforts to determine a fair and proper allocation of covered **Loss**. The Insurer's obligation shall relate only to those sums allocated to matters and **Insureds** which are afforded coverage. In making such determination, the parties shall take into account the relative legal exposures of the **Insureds** in connection with the defense and/or settlement of the **Claim**.

If the **Insureds** and the Insurer agree on an allocation of **Defense Costs**, the Insurer shall advance **Defense Costs** allocated to the covered **Loss**. If the **Insureds** and the Insurer cannot agree on an allocation of **Defense Costs**, the Insurer shall advance on a current basis **Defense Costs** which the Insurer believes to be covered under this Policy until a different allocation is negotiated, arbitrated or judicially determined.

Any negotiated, arbitrated or judicially determined allocation of **Defense Costs** on account of a **Claim** shall be applied retroactively to all **Defense Costs** on account of such **Claim**, notwithstanding any different allocation made in connection with any prior advancement of **Defense Costs**. Any allocation or advancement of **Defense Costs** on account of a **Claim** shall not apply to or create any presumption with respect to the allocation of other **Loss** arising from such **Claim** or any other **Claim**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

DISCRIMINATORY PRACTICES EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that, the Insurer shall not be liable for any **Loss** arising from any **Claim** or **Third Party Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any actual or alleged discrimination with respect to housing, real estate, lending, securities brokerage activities, banking, investment banking, insurance or other financial products or services, including but not limited to the withholding of loans or insurance from geographical areas considered to be poor economic risks or other activities commonly referred to as "redlining."

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

CONTINUITY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that Section VIII. B., Representations and Severability With Respect to the Application, is deleted and amended to read in its entirety as follows:

In granting coverage to any one of the **Insureds**, the Insurer has relied upon the statements made in the written Application for this Policy and all information provided to the Insurer and upon the statements in the original written application submitted as of the Continuity Date, if any, set forth in Item 10. in the Declarations. All such statements are the basis of this Policy and shall be incorporated in and constitute part of this Policy.

In order to determine if coverage is available:

1. only facts pertaining to and knowledge possessed by any chair person of the board of directors, president, chief executive officer, chief operating officer, in house general counsel, human resources manager or risk manager of the **Policyholder** shall be imputed to the **Policyholder**; and
2. no declaration or statement in the Application or knowledge possessed by the **Policyholder** or any **Insured Individual** shall be imputed to any other **Insured Individual**. Such written Application(s) for coverage shall be construed as a separate Application for coverage by each **Insured Individual**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

SUBLIMIT OF LIABILITY FOR THIRD PARTY CLAIMS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that the Insurer's maximum limit of liability for **Third Party Claims** for **Wrongful Third Party Acts** is \$*<sublimit>* which amount is part of and not in addition to the maximum aggregate Limit of Liability set forth in Item 3. of the Declarations of this Policy.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

RUN-OFF ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of *<insert "an additional" or "a return">* premium of *<\$dollars>*, it is agreed that:

1. The Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured** for any **Wrongful Act** actually or allegedly committed on or after *<date>*.
2. Item 2. of the Declarations is deleted and amended to read in its entirety as follows:

Item 2. **Policy Period:**

From 12:01 AM (Local time at the address stated in Item 1) on *<keep original date>*
To 12:01 AM (Local time at the address stated in Item 1) on _____
3. Section II. C., Section VIII A.2. of this Policy and Item 5. of the Declarations are deleted in their entirety.
4. All references in this Policy to Extended Reporting Period are hereby deleted.
5. Section VIII C., Cancellation/Nonrenewal, subparagraphs 1. and 4. of this Policy are hereby deleted in their entirety. The premium for this Policy shall be deemed fully earned as of the inception of this **Policy Period** listed in Item 2. of the Declarations.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

RUN-OFF ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that:

1. Section I. Insuring Agreements of this Policy is deleted and amended to read in its entirety as follows:

I. **INSURING AGREEMENTS**

The Insurer shall pay in connection with a **Wrongful Act** which takes place before *<date>* all **Loss** on behalf of the **Insureds** arising from:

A. a **Claim** for a **Wrongful Employment Act** made against any **Insured** by or on behalf of any **Employee**; or

B. a **Third Party Claim** for a **Wrongful Third Party Act** made against any **Insured**, but solely if **Third Party Claim** Coverage is included in Item 7. in the Declarations; or

provided that the **Claim** is first made against the **Insureds** during the **Policy Period** or the Extended Reporting Period, if applicable, and reported in writing to the Insurer as soon as practicable after any **Insured** first becomes aware of such **Claim**, but in no event later than sixty (60) days after the expiration of the **Policy Period** or the Extended Reporting Period, if applicable.

2. Section II. C., Section VIII. A. 2. of this Policy and Item 5. of the Declarations are deleted in their entirety.

3. Section VIII. C., Cancellation/Nonrenewal, subparagraphs 1. and 4. of this Policy are hereby deleted in their entirety. The premium for this Policy shall be deemed fully earned as of the inception of this **Policy Period** listed in Item 2. of the Declarations.

4. In all events the Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured** for any **Wrongful Act** actually or allegedly committed on or after *<date>*.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

SEPARATE RETENTION FOR THIRD PARTY CLAIMS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged, notwithstanding anything in this Policy to the contrary it is agreed that with respect to **Third Party Claims** for **Wrongful Third Party Acts** the Insurer shall only be liable for that part of **Loss** that is excess of \$_____, such amount shall be the retention with respect to such **Third Party Claims**, regardless of whether such **Third Party Claims** is indemnifiable, and such retention shall be uninsured and borne by the **Policyholder** at its own risk.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND EXCLUSIONS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that:

1. Section IV., Exclusions, A. 11. is deleted.
2. Section IV., Exclusions, A. 10. is amended by adding the word "or" to the end thereof.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that Section IV., Exclusions, A. 8. is deleted and amended to read in its entirety as follows:

- "8. based upon, arising out of, directly or indirectly resulting from, in consequence or in any way involving bodily injury, sickness, disease or death of any person or damage to or destruction of any tangible property including loss of use thereof; provided that this exclusion shall not apply to with respect to any actual or alleged mental anguish or emotional distress in a **Claim** or **Third Party Claim** for a **Wrongful Act** by an **Insured**."

The Insurer shall not have the duty to defend any **Claim** which is excluded by the amendments made by this endorsement to the above exclusion.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND EXTENDED REPORTING PERIOD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that Section II. C. of this Policy is deleted in its entirety and amended to read as follows:

If the Insurer chooses not to renew or the **Parent Company** cancels or nonrenews this Policy, the **Policyholder** or the **Insured Individuals** shall have the right, upon payment of the additional premium required by the Insurer in Item 5(A) in the Declarations, to a one year Extended Reporting Period following the termination of the **Policy Period**, but only with respect to **Wrongful Acts** occurring prior to the effective date of such cancellation or nonrenewal.

The right to purchase the Extended Reporting Period shall not be available in the event of nonrenewal or cancellation of this Policy resulting from the failure to pay any premium due. The offer of renewal terms, conditions or premiums different from those in effect prior to renewal shall not constitute a refusal to renew.

This right to elect any Extended Reporting Period shall lapse unless written notice of the election, together with payment of the additional premium due, is given by the **Insured** and is received by the Insurer within sixty (60) days following the effective date of cancellation, or nonrenewal as appropriate. Coverage under the Extended Reporting Period shall apply only to a **Claim** that is first made against the **Insured** during the Extended Reporting Period, and any **Claim** made during the Extended Reporting Period shall be deemed to have been made during the immediately preceding **Policy Period**. The Limit of Liability applicable to the Extended Reporting Period shall be part of, and not in addition to, the Limit of Liability for the immediately preceding **Policy Period**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that Section IV. A. 12. of this Policy is deleted in its entirety and amended to read in its entirety as follows:

12. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving:
 - (a) the gaining of any profit, remuneration, or advantage to which the **Insured** was not legally entitled; or
 - (b) any criminal or deliberately fraudulent act, error or omission by an **Insured**;

if evidenced by any judgment, final adjudication or alternate dispute resolution proceeding.

With respect to exclusion A. 12 (b) set forth above no knowledge possessed by any **Insured Individual** shall be imputed to any other **Insured Individual**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND DEFINITION OF APPLICATION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that Section III. A., of this Policy is deleted in its entirety and replaced with the following:

Application means each and every signed application, any attachments to such applications, other materials submitted therewith or incorporated therein and any other such documents submitted in connection with the underwriting of this policy or the underwriting of any other employment practices liability policy issued by the Insurer, or any of its affiliates, of which this policy is a renewal, replacement or which succeed it in time.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

NOTICE OF CLAIM ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that Section I. Insuring Agreements is deleted and amended to read in its entirety as follows:

I. INSURING AGREEMENTS

The Insurer shall pay in connection with a **Wrongful Act** which takes place before or during the **Policy Period** all **Loss** on behalf of the **Insureds** arising from a:

- A. **Claim** for a **Wrongful Employment Act** made against any **Insured** by or on behalf of any **Employee**; or
- B. **Third Party Claim** for a **Wrongful Third Party Act** made against any **Insured**, but solely if **Third Party Claim** Coverage is included in Item 7. in the Declarations;

provided that the **Claim** is first made against the **Insureds** during the **Policy Period** or the Extended Reporting Period, if applicable, and reported in writing to the Insurer as soon as practicable after the President, Chairperson of the Board of Directors, Chief Executive Officer, Chief Operations Officer, Chief Financial Officer, Human Resource Manager, general counsel or risk manager of the **Policyholder**, or the equivalent thereof, first becomes aware of such **Claim**, but in no event later than sixty (60) days after the expiration of the **Policy Period** or the Extended Reporting Period, if applicable.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMENDED EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that Section IV. A. 1., EXCLUSIONS, is deleted and replaced in its entirety with the following:

1. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any fact, circumstance, transaction, event or Wrongful Act which before the Inception Date set forth in Item 2. of the Declarations, was the subject of any notice of claim, loss or notice of potential claim or potential loss given under any other policy of insurance that includes coverage for any Wrongful Employment Act or Wrongful Third Party Act.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND ACQUISITION THRESHOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that Section VIII. A. 1. (a) of this Policy is deleted and amended to read in its entirety as follows:

(a) the **Policyholder**:

- (i) creates or acquires an entity;
- (ii) merges with another entity such that the **Policyholder** is the surviving entity; or
- (iii) assumes voting rights representing the present right to vote for election or to appoint more than fifty (50) percent of the directors or trustees of an entity (hereinafter (i)-(iii) of this subsection each a "Transaction");

then such entity and any subsidiaries shall be deemed to be a **Subsidiary**, only if the total number of employees in such entity and any subsidiaries prior to such Transaction does not exceed twenty-five percent (25%) of the total number of **Employees** immediately prior to such Transaction.

Notwithstanding the above, if the **Policyholder** engages in a Transaction and the total number of employees of the **Policyholder** after such Transaction exceeds one hundred and twenty five percent (125%) of the total number of **Employees** immediately prior to such Transaction, then this Policy shall provide insurance for such entities and any subsidiaries and their directors, officers, trustees, or employees, as for a period of ninety (90) days after the effective date of such Transaction. At its sole option and upon submission of any and all information as it may require, the Insurer may, upon payment of any additional premium or modification of the provisions of this Policy that may be warranted, extend the insurance otherwise afforded through this subparagraph.

There shall be no coverage for any **Wrongful Act** by such created, acquired or merged entity or by any persons or entities considered to be **Insureds** pursuant to paragraph (a) above, where such **Wrongful Act** occurred before the effective date of such creation, acquisition or merger.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

PRE-APPROVED COUNSEL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that notwithstanding anything to the contrary in this Policy, but subject to the conditions set forth below, the **Insureds** will be permitted to use **<NAME OF FIRM>**, to represent them in defense of **Claims** under this Policy, subject to the notice provisions of this Policy. No coverage will be provided for any **Defense Costs** incurred under this Policy, including by the law firm named above, prior to the **Insured** providing notice of such **Claim** to the Insurer and the **Insured** obtaining the Insurer's consent to incur such costs. The foregoing permission, and the Insurer's obligation to pay **Defense Costs** to such counsel pursuant to this endorsement, is expressly conditioned on the Insurer's receipt from such counsel of a written consent, in form reasonably acceptable to the Insurer, to the following:

- a) Such counsel shall adhere in all respects to the Insurer's Litigation Management Program, Procedures for Reporting and Billing guidelines for counsel; and
- b) The Insurer shall pay such counsel a maximum rate of **\$<DOLLAR AMOUNT>** dollars per hour for work performed by a partner of the law firm mentioned above and a maximum rate of **\$<DOLLAR AMOUNT>** per hour for all work performed by any associates of such firm. Additionally, the maximum rate the Insurer will pay for services performed by a paralegal shall be **\$<DOLLAR AMOUNT>**.

The Insurer's consent to use the law firm listed above is limited to the following area of expertise or practice area:

<PRACTICE AREA>

Additionally, the Insurer's permission to use the law firm listed above shall be limited to the following geographic area:

<GEOGRAPHIC AREA>

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

BORDEREAU REPORTING OF CLAIMS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that:

1. In lieu of the reporting obligations set forth in Section I. of this Policy, except as specified herein, the **Policyholder**, on behalf of all **Insureds**, shall provide to the Insurer at quarterly intervals during the **Policy Period** a bordereau report of all **Claims** first made against the **Insureds** during the **Policy Period**. The first of these reports shall be provided three (3) months after the inception of the **Policy Period** and every three (3) months thereafter. The last of these reports must be received by the Insurer no later than sixty (60) days after the expiration of the **Policy Period** or the Extended reporting Period, if applicable.

Bordereau reporting shall apply only to **Claims** and not to matters that may be reported pursuant to Section VI., Awareness Provision of this Policy.

The bordereau report must provide the following information for each **Claim** listed thereon, current as of the date of the report:

- a. Claimant(s) identity ;
 - b. Date the **Claim** was first made against any **Insured** and the date(s) of the acts alleged to have given rise to the **Claim**;
 - c. Brief description of the nature of the **Claim** and the allegations contained in the **Claim**;
 - d. Form and forum of the **Claim** (indicate the court, administrative proceeding, arbitration or other proceeding venue, as well as written demand if that is the form of **Claim**);
 - e. Amount of monetary relief sought;
 - f. List all counsel retained to represent the **Insureds**;
 - g. details of any offers of settlement made in the **Claim**; and
 - h. Status of **Claim** and **Defense Costs** incurred to date.
2. In consideration of bordereau reporting, it is agreed that the **Insureds** shall waive any right to receive a written statement of the Insurer's position with regard to coverage for any **Claim** reported on the bordereau, unless and until the **Insureds** are required or elect to report such **Claim** individually in addition to listing on the bordereau, as specified below.

The following **Claims** must be individually reported pursuant to the Insurer as soon as practicable after any **Insured** first becomes aware of such **Claim** pursuant to Section I. Insuring Agreements of this Policy, in addition to listing on the bordereau:

- a. Class actions, including alleged class actions prior to certification, or **Claims** those involving two or more claimants in a single suit or proceeding;
- b. **Third Party Claims**;
- c. A civil proceeding brought or maintained by a governmental entity, department or agency alleging **Wrongful Acts** by an **Insured** against one or more classes or groups of similarly situated individuals; and
- d. any **Claim**, other than those listed in a, b or c. above, in which, and at such time as, the incurred

Defense Costs, expected settlement or other amounts or other **Loss**, separately or in combination, exceed 50% of the Retention set forth in Item 4 of the Declarations or \$250,000, whichever is less.

3. With respect to any **Claims** not reported to the Insurer pursuant to paragraphs 1 or 2. above, the **Policyholder** shall provide notice to the Insurer of such **Claim** in accordance with Section I Insuring Agreement and the other notice provisions of this Policy.
4. At its option, the **Policyholder** may elect to individually report any **Claim** in addition to listing on the bordereau, and the Insurer, at its option, may at any time require individual reporting of and/or additional information and documents with respect to a **Claim** otherwise listed on the bordereau.
5. The first paragraph in Section V.C. of this Policy is deleted and replaced with the following:

It shall be the **Insureds'** duty and not the Insurer's duty to defend, investigate and evaluate Claims. The **Insureds** have the right to select defense counsel with respect to a **Claim**. All **Defense Costs** for which coverage shall be afforded under this Policy are subject to an hourly attorney rate cap of \$250 for law firm partners, \$185 for law firm associates and \$90 for law firm paralegals. The **Insureds** shall be responsible for all **Defense Costs** in excess of the above referenced rate caps and such rates shall be applicable within the retention amount as well as until the conclusion of the **Claim**.

The Insurer, however, shall have the right and shall be given the opportunity to effectively associate with the **Insureds** in the investigation, defense and settlement, including but not limited to the negotiation of a settlement, of any **Claim** that appears reasonably likely to be covered in whole or in part hereunder. The **Insureds** shall provide the Insurer with all information, assistance and cooperation which the Insurer reasonably requests and shall do nothing that may prejudice the Insurer's potential or actual rights of recovery with respect to **Loss** paid on account of a **Claim**. The **Insureds** must give the Insurer, in writing, notice of their selection of defense counsel within forty five (45) days of the time **Defense Costs** exceed \$100,000. Any attorney designated as defense counsel to represent any **Insured** in the defense of **Claims** shall comply with the billing requirements in Axis' litigation management guidelines, a copy of which are attached to this endorsement. In addition, any such attorney shall have a minimum of five (5) years of employment/labor law experience, shall have no conflict or potential conflict with the **Insured** being represented and shall cooperate with the Insurer and its monitoring counsel, if any, in the defense of a **Claim**.

Subject to Section IX., Allocation, the Insurer shall advance on behalf of the **Insureds Defense Costs** which the **Insureds** have incurred in connection with **Claims** made against them, prior to the final disposition of such **Claims**, provided that to the extent it is finally established that any such **Defense Costs** are not covered under this Policy, the **Insureds**, severally according to their interests, shall repay such **Defense Costs** to the Insurer.

6. A new Section, Allocation, is added to this Policy as follows:

IX. ALLOCATION

If in any **Claim**, the **Insureds** who are afforded coverage for such **Claim** incur **Loss** jointly with others (including other **Insureds**) who are not afforded coverage for such **Claim**, or incur an amount consisting of both **Loss** covered by this Policy and loss not covered by this Policy because such **Claim** includes both covered and uncovered matters, then the **Insureds** and the Insurer agree to use their best efforts to determine a fair and proper allocation of covered **Loss**. The Insurer's obligation shall relate only to those sums allocated to matters and **Insureds** which are afforded coverage. In making such determination, the parties shall take into account the relative legal exposures of the **Insureds** in connection with the defense and/or settlement of the **Claim**.

If the **Insureds** and the Insurer agree on an allocation of **Defense Costs**, the Insurer shall advance **Defense Costs** allocated to the covered **Loss**. If the **Insureds** and the Insurer cannot agree on an allocation of **Defense Costs**, the Insurer shall advance on a current basis **Defense Costs** which the Insurer believes to be covered under this Policy until a different allocation is negotiated, arbitrated or judicially determined.

Any negotiated, arbitrated or judicially determined allocation of **Defense Costs** on account of a **Claim** shall be applied retroactively to all **Defense Costs** on account of such **Claim**, notwithstanding any different allocation made in connection with any prior advancement of **Defense Costs**. Any allocation or advancement of **Defense Costs** on account of a **Claim** shall not apply to or create any presumption with respect to the allocation of other **Loss** arising from such **Claim** or any other **Claim**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND DEFENSE AND SETTLEMENT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that the reference to "fifty (50) percent" in the third paragraph of Section V. C., Defense and Settlement, of this Policy is amended to read "seventy (70) percent".

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

PENDING AND PRIOR CLAIMS EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged it is agreed that:

1. The term **Policyholder**, as defined in Section III., Definitions, of this Policy, is amended to include the following entities (each an "Additional Insured"):

<name of entity(ies)>

2. Notwithstanding anything in this Policy to the contrary the Insurer shall not be liable for **Loss** arising from any **Claim** made against any Additional Insured or any **Insured Individuals** thereof based upon, arising from, or attributable to:
 - (a) any demand, suit or other proceeding pending, or order, decree or judgment entered, against any Additional Insured or any **Insured Individuals** thereof on or prior to the *<DATE>*, or any **Wrongful Act**, fact, circumstance or situation underlying or alleged therein; or
 - (b) any other **Wrongful Act** whenever occurring, which together with a **Wrongful Act** described in (a) above, constitute **Interrelated Wrongful Acts**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND CONTRACTUAL EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE

In consideration of the premium charged, it is agreed that:

1. Section III. DEFINITIONS, C. **Breach of Employment Contract** of this Policy is deleted.
2. Any and all references to the term **Breach of Employment Contract** within this Policy are deleted.
3. Section IV. Exclusions, B. 3. of this Policy is deleted.
4. The Insurer shall not be liable for **Loss**, including **Defense Costs** arising from any **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving the actual or alleged liability of an **Insured** pursuant to a contract or agreement, whether written, oral, express and/or implied, and including liability of others assumed by an **Insured**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND DEFINITION OF "POLICYHOLDER" ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, the term **Policyholder**, as defined in Section III. Definitions of the Policy, is amended to include:

<name of entity(ies)>

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

ENTITY SUB-LIMIT OF LIABILITY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, solely with respect to **Claims** against the **Policyholder** the Insurer's maximum aggregate limit of liability under this Policy shall be *<dollar sub-limit amount>*, which amount shall be part of and not in addition to the Insurer's maximum aggregate limit of liability set forth in Item 3. of the Declarations of this Policy.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

PENDING AND PRIOR CLAIMS EXCLUSION - ENTITY (FOR INCREASED LIMITS)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, with respect to the limit of liability *<limit>* excess of *<limit>* of this Policy, the Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Policyholder** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any demand, suit or other proceeding pending, or order, decree or judgment entered, against any **Insured** on or prior to *<date>*, or any **Wrongful Act**, fact, circumstance or situation underlying or alleged therein.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

PROFESSIONAL ERRORS AND OMISSIONS EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that:

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured** alleging, arising out of, based upon or attributable to the **Policyholder's** or any **Insured's** performance of or failure to perform professional services, legal services or medical services for others, or any act, error or omission relating thereto. This exclusion applies regardless of whether such services are performed on a compensated or uncompensated basis.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

ENTITY RETENTION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged:

1. Solely with respect to **Claims** against the **Policyholder** the Insurer shall only be liable for that part of **Loss** arising from a **Claim** which is excess of *<amount>*, such amount to be uninsured and borne by the **Policyholder** at its own risk.
2. The amount set forth in paragraph 1. above shall be deemed to be the amount set forth in Item 4. of the Declarations with respect to **Claims** against the **Policyholder**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

SPECIFIC LITIGATION EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that the Insurer shall not be liable for any **Claim** or notice of circumstances provided to the Insurer pursuant to Section VI., Awareness Provision, which is based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving the following, including any **Wrongful Act**, fact, circumstance or situation underlying or alleged therein:

<list litigation>

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

TIE IN LIMITS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, the **Insureds** and the Insurer hereby agree that this Policy has been issued in conjunction with *<name of other policy(ies) and policy number(s)>* (the "Other Policy(ies)") with the intention that this Policy and all the Other Policy(ies) would share a single aggregate limit of liability. Accordingly, any payments by the Insurer under this Policy shall reduce, and possibly exhaust, the limit of liability available for the payment of claims under the Other Policy(ies).

Similarly, any payments by the Insurer or an affiliate thereof under the Other Policy(ies) shall reduce and possibly exhaust the limit of liability available for the payment of **Claims** under this Policy.

In all events, the Insurer's maximum limit of liability under this Policy is *<enter limit of liability for this Policy>*. Additionally, when the sum total of **Claims** paid under this Policy and claims under the Other Policy(ies), equals *<enter the largest limit of liability of the tied policies>*, then the Insurer's obligations under this Policy as well as all of the Other Policy(ies) shall be completed fulfilled and extinguished.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

FAMILY CLAIMS EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that the Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured** by or on behalf of or in the name or right of:

1. *<specify person>*;
2. any person related to *<specify person>* through the 5th degree of consanguinity;
3. any spouse of any individual listed in paragraphs 1. or 2. above;
4. any heir, agent, trustee, assignee, representative, estate, or other legal representative of any individual listed in 1., 2., or 3. above; or
5. any corporation, limited liability company, limited partnership, partnership, or other entity in which any individual or entity named in 1., 2., 3., or 4. above has more than a five (5) percent equity interest.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND ITEM 1. OF THE DECLARATIONS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that address listed in Item 1. of the Declarations is deleted and amended to read in its entirety as follows:

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

SPECIFIC ENTITY EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that the Insurer shall not be liable for **Loss** arising from:

1. Any **Claim** made against any **Insured** brought by or on behalf of or in the name or right of *<specify entity>*; or
2. Any portion of a **Claim** made against *<specify entity>*.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND ITEM 1. OF THE DECLARATIONS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that Item 1. of the Declarations is deleted and amended to read in its entirety as follows:

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND ITEM 2. OF THE DECLARATIONS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of a *<insert "return" or "additional">* return premium of \$*<premium amount>*, it is agreed that, Item 2. of the Declarations is deleted and amended to read in its entirety as follows:

Item 2. Policy Period:

From 12:01 AM (Local time at the address stated in Item 1.) on *<date>*

To 12:01 AM (Local time at the address stated in Item 1.) on *<expiration date>*

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

PRODUCT EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that the Insurer shall not be liable for **Loss** from any **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving:

1. The manufacture, sale, distribution, supply, handling, installation, alteration, improvement, modification, maintenance, repair, disposal or of any goods, products, materials, parts or equipment, or any container thereof, by the **Insured**, by others on behalf of the **Insured**, by others for whom the **Insured** is legally responsible, by others trading under the **Insured's** name or by others under lease, license or other grant from the **Insured**;
2. The express or implied warranties or representations made by the **Insured** at any time regarding fitness, quality, durability, merchantability or performance of any goods, products, materials, parts, equipment or any container thereof;
3. The providing of or failure to provide adequate warnings or instructions with respect to any goods, products, materials, parts or equipment, or any container thereof; or
4. The actual or alleged malfunction of any product to perform in any manner as a result of any defect, deficiency or inadequacy in the design or manufacture of any goods, products, materials, parts or equipment, or any container thereof, by the **Insured**, by others on behalf of the **Insured**, by others for whom the **Insured** is legally responsible, by others trading under the **Insured's** name or by others under lease, license or other grant from the **Insured**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND DEFINITION OF INSURED INDIVIDUAL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that the term **Insured Individual**, as defined in the Policy, is amended to include *<name of person>* in their capacity as *<title, capacity or position>* of the **Policyholder**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

NON-STACKING OF LIMITS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that as respects any **Claim** under this Policy for which coverage is also provided by one (1) or more other policies issued by the **Insurer**, an affiliate thereof, or by any other member of what is commonly referred to as the "Axis Group of Insurance Companies", or if coverage would be provided but for the exhaustion of the limit of liability or the applicability of the retention amount or retention of such policies (any such policy an "Axis Insurance Policy"), the limit of liability provided by virtue of this Policy shall be reduced by the limit of liability provided under other said Axis Insurance Policy.

Notwithstanding the above, in the event such other Axis Insurance Policy has a provision like this one, then the above paragraph will not apply but instead:

- 1) the **Insurer** shall not be liable under this Policy for a greater proportion of the loss than the applicable limit of liability under this Policy bears to the total limit of liability of all such policies, and
- 2) the maximum amount payable under all such policies shall not exceed the limit of liability of the policy which has the highest available limit of liability.

Nothing contained in this endorsement shall be construed to increase the limit of liability of this Policy, which shall in all events be the maximum liability of the **Insurer** under this Policy.

All other terms remained unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

ABUSE AND SEXUAL MISCONDUCT EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that, no coverage will be available under this Policy for **Loss**, including **Defense Costs**, from any **Claim** based upon, based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving, in whole or in part, any:

1. Abuse, including but not limited to sexual abuse, of a minor or adult, including any assault or battery;
2. **Sexual Misconduct** by an **Insured**; or
3. **Sexual Misconduct** committed against a person in the care or custody of an **Insured** or for whom an **Insured** is otherwise responsible.

For the purposes of this endorsement the term "**Sexual Misconduct**" means any actual or attempted verbal or non-verbal act, communication, contact or other conduct that constitutes or is perceived as sexual discrimination, intimidation, molestation, harassment, abuse or lewdness.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

CORRECT DECLARATIONS PAGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that Item <NUMBER> of the Declarations is deleted and amended to read in its entirety as follows:

<RESTATE THE ENTIRE ITEM OF THE DECLARATIONS THAT IS BEING REPLACED, INCLUDE EVERYTHING FROM "ITEM # TO THE END OF THE SECTION">

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

MEDICAL SERVICES EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that the **Insurer** shall not be liable for loss arising from any **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving the rendering or failure to render professional services in connection with the **Insured's** business as a provider of medical services or medical related services, which professional services include but are not limited to:

- 1) Providing medical, surgical, dental, psychiatric or nursing treatment, care, diagnosis or services, including the furnishing of food or beverage in connection therewith;
- 2) Furnishing or dispensing drugs or medical, dental or surgical supplies or appliances, if the injury occurs after the **Insured** has relinquished possession thereof to others;
- 3) Handling, arranging or performing post mortem examinations on human bodies;
- 4) Providing veterinary services;
- 5) Providing services as a member of or participant in a formal medical accreditation or similar medical professional board or committee of an **Insured**, a hospital or a professional society;
- 6) Providing services as a member of or participating in a formal medical peer review committee, board or similar medical peer review group of an **Insured**, hospital or professional society; or
- 7) Offering of any advice by the **Insured** in connection with any of the above.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

INSURANCE EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that the Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving the failure of an **Insured** to obtain, effect or maintain insurance or to comply with the terms of any insurance agreement.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

MANUSCRIPT APPLICATION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed by the Insurer and **Insureds** that the application or proposal dated <date> and submitted to <other carrier's name > on <other carriers >'s form shall be accepted by the Insurer as the Application for this Policy.

Any and all references to an Application or application in this Policy shall mean the application or proposal described above. The Insurer has relied upon all statements, warranties and other information and documents contained in or submitted with such other application or proposal as if they were submitted directly to Insurer using its own Application form.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

POLICY PERIOD EXTENSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of an additional premium of *<\$dollar amount>*, it is agreed that Item 2. **Policy Period** of the Declarations is deleted and amended to read in its entirety as follows:

Item 2. **Policy Period:**

From 12:01 AM (Local time at the address stated in Item 1.) on *<keep original date>*

To 12:01 AM (Local time at the address stated in Item 1.) on *<new expiration date>*

It is further understood and agreed that the Limits of Liability for the **Policy Period** set forth above shall remain unchanged and that this extension of the **Policy Period** shall not operate in any way to increase the Limits of Liability as stated in Item 3. of the Declarations.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

SPECIFIC INDIVIDUAL EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that the Insurer shall not be liable for **Loss** arising from:

1. Any **Claim** made against any **Insured** brought by or on behalf of or in the name or right of *<specific individual>*; or
2. Any portion of a **Claim** made against, *<specific individual>*.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

EXTENDED REPORTING PERIOD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of an additional premium of \$*<ERP premium amount>* charged, it is agreed that the **Insureds** have elected the *<number of years>* year Extended Reporting Period described in Section II. of the Policy.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

INSURANCE EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that:

1. Whenever used in this endorsement the term "Insurance Contract" shall mean any policy or agreement of insurance, reinsurance or indemnity, including, but not limited to, bonds, annuities, endowments, pension contracts and risk management self-insurance programs, pools or similar programs.
2. The Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any of the **Insureds** based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:
 - a. the actual or alleged refusal to offer, issue or renew, or the cancellation of, any Insurance Contract;
 - b. the actual or alleged failure or refusal to pay, or delay in the payment of, benefits due or alleged to have been due under any Insurance Contract;
 - c. the actual or alleged lack of good faith or unfair dealing in the handling of any claim or obligation under any Insurance Contract, or the brokering or underwriting of insurance policies or risks;
 - d. the actual or alleged conduct of the **Policyholder** or of any of the **Insured Individuals** as an insurance agent or insurance broker or insurance company in the negotiation, placement or maintenance of any Insurance Contract;
 - e. the failure to obtain, effect or maintain reinsurance or to comply with the terms of any reinsurance agreement;
 - f. the failure to obtain, effect or maintain insurance or to comply with the terms of any insurance agreement;
 - g. the rendering of professional services for others in the **Policyholder's** capacity as investment counselor, manager or advisor, investment banker, securities broker or dealer, financial planner or analyst, insurance agent or broker, general partner, limited partner or partnership unit distributor, or any similar capacity;
 - h. the sponsorship, ownership, control, management or operation of any investment company required to be registered with the United States Securities and Exchange Commission by the Investment Company Act of 1940;
 - i. the offering or sale of shares of any unit investment trust or management investment company or of variable annuity plans; or

- j. any diminution of assets in connection with the activities described in subparagraphs (2)(h) and (2)(i).

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND DEFINITION OF SUBSIDIARY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, the term **Subsidiary**, as defined in Section III. Definitions of the Policy, is amended to include:

<name of entity(ies)>

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

MULTIPLE PARTY CLAIM RETENTION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that:

1. Notwithstanding anything in the Policy to the contrary, it is agreed that with respect to a **Multiple Party Claim** the Insurer shall only be liable for that part of **Loss** that is excess of *<amount>* and such amount shall be the retention with respect to such **Multiple Party Claim**, regardless of whether such **Multiple Party Claim** is indemnifiable. Further, such retention shall be uninsured and borne by the **Policyholder** at its own risk.
2. For the purposes of this endorsement, the term **Multiple Party Claim** means a **Claim** that is:
 - a. a civil proceeding brought or maintained by or on behalf of a putative or certified class of plaintiffs pursuant to Rule 23 of the Federal Rules of Civil Procedure, or a similar state rule of civil procedure;
 - b. a civil proceeding brought or maintained by or on behalf of two (2) or more plaintiffs; or
 - c. a civil proceeding brought or maintained by a governmental entity, department or agency alleging **Wrongful Acts** by an **Insured** against one or more classes or groups of similarly situated individuals.
3. The **Multiple Party Claim** retention as set forth in paragraph 1. above applies to the type of **Multiple Party Claim** described in paragraph 2.a. of this endorsement upon the service of the first complaint, or amended complaint therein, which attempts to qualify or certify the proceeding as a class action.
4. If different parts of **Loss** arising from a single **Claim** are subject to different Retentions, the applicable Retention will be applied separately to each part of such **Loss**, but the sum of such Retentions shall not exceed the largest applicable Retention.
5. If a **Claim** that is not a **Multiple Party Claim** becomes a **Multiple party Claim**, then the **Multiple Party Claim** retention set forth in paragraph 1 above shall apply to such **Claim**. The **Multiple Party Claim** retention shall continue to apply to a **Claim** that at any time qualified as a **Multiple Party Claim** under paragraph 2. above, even if such **Claim** has been separated into multiple actions by different plaintiffs and no longer meets the definition of a **Multiple Party Claim**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

EDUCATORS EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that the Insurer shall not be liable for **Loss** arising from any **Claim** made against an **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving, in whole or in part, the rendering or failure to render professional services in connection with an **Insured's** business or services as an educator. Such services shall include but are not limited to, educational instruction, career guidance, discipline, corporal punishment, student consumerism, class content, grading practices, admittance procedures, expulsion procedures, integration, desegregation, student enrollment, participation in any educational or extracurricular program, bussing and other student transportation practices relating to a program or plan of integration or desegregation, or any advice in connection with any of the above.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

PRIOR ACTS EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that, the Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any **Wrongful Act** actually or allegedly occurring before **<DATE>** (hereinafter "Prior Acts") or any **Wrongful Act** whenever occurring, which together with any Prior Acts constitutes **Interrelated Wrongful Acts**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

REORGANIZATION, DOWNSIZING AND FACILITY CLOSING EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that the Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any liability arising out of a **Wrongful Act** which takes place after a **Policyholder** reorganizes, downsizes operations, or closes one or more plants or places of business operations resulting in the termination within a sixty (60) day period of more than *<spell out number>* percent (*<number>*%) of the **Employees** of the **Policyholder**, exclusive of temporary or seasonal employees, at any plant or place of business operation.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

SECURITIES EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that the Insurer shall not be liable for any **Loss** for any **Claim** based upon, arising out of, directly or indirectly resulting from in consequence of, or in any way involving any actual or alleged violation of:

- a. the Securities Act of 1933, the Securities Exchange Act of 1934, or any rules or regulations of the U.S. Securities and Exchange Commission promulgated thereunder;
- b. any federal, state ("blue sky"), local or provincial statute relating to securities, or any rules or regulations promulgated thereunder; or
- c. any local or common law imposing liability in connection with the purchase and sale of, or the offer to purchase or sell, securities.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

PRIOR AND PENDING CLAIMS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that notwithstanding anything in the Policy to the contrary the Insurer shall not be liable for **Loss** arising from any **Claim** made against:

*<list entity **Insureds** to which this exclusion applies>*

or any **Insured Individual** thereof based upon, arising out of, directly or indirectly resulting from, in consequence or in any way involving :

- (a) any demand, suit or other proceeding pending, or order, decree or judgment entered, against any **Insured** on or prior to the *<Date>*, or any **Wrongful Act**, fact, circumstance or situation underlying or alleged therein; or
- (b) any other **Wrongful Act** whenever occurring, which together with a **Wrongful Act** described in (a) above, constitute **Interrelated Wrongful Acts**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

BROKER COMMISSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that the Declarations of this Policy is amended to include the following at the end thereof:

Commission: <percentage>%

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

DELETE SPECIFIED ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that Endorsement No. *<number>* of the Policy is deleted.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

CREDITOR / DEBTOR EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that there shall be no coverage under this Policy for any **Claim**:

1. brought or made by or behalf of or in the name or right of any creditor, debtor, lender, mortgage holder, debt holder, lien holder, receiver, bankruptcy trustee of the **Policyholder**; or
2. arising out of any liability (whether alleged or actual) to pay or collect accounts, including but not limited to claims alleging misrepresentation in connection with the extension of credit or purchase or a debt instrument, or alleging any deterioration in the value of the debt as a result or, in part or in whole, the bankruptcy or insolvency of the **Insured(s)**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

PRE-APPROVED COUNSEL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that notwithstanding anything to the contrary in the Policy, but subject to the conditions set forth below, the **Insureds** will be permitted to use **<NAME OF FIRM>**, to represent them in defense of **Claims** under this Policy, subject to the notice provisions of the Policy. No coverage will be provided for any **Defense Costs** incurred under this Policy, including by the law firm named above, prior to the **Insured** providing notice of such **Claim** to the Insurer and the **Insured** obtaining the Insurer's consent to incur such costs. The foregoing permission, and the Insurer's obligation to pay **Defense Costs** to such counsel pursuant to this endorsement, is expressly conditioned on the Insurer's receipt from such counsel of a written consent, in form reasonably acceptable to the Insurer, to the following:

- a) Such counsel shall adhere in all respects to the Insurer's Litigation Management Program, Procedures for Reporting and Billing guidelines for counsel; and
- b) The Insurer shall pay such counsel a maximum rate of **\$<DOLLAR AMOUNT>** dollars per hour for work performed by a partner of the law firm mentioned above and a maximum rate of **\$<DOLLAR AMOUNT>** per hour for all work performed by any associates of such firm. Additionally, the maximum rate the Insurer will pay for services performed by a paralegal shall be **\$<DOLLAR AMOUNT>**.

The Insurer's consent to use the law firm listed above is limited to the following area of expertise or practice area:

<PRACTICE AREA>

Additionally, the Insurer's permission to use the law firm listed above shall be limited to the following geographic area:

<GEOGRAPHIC AREA>

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND DEFINITION OF SUBSIDIARY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of an additional premium of \$<dollar amount>, it is agreed that the term **Subsidiary** as defined in Section III of this Policy shall include the following entity(ies):

Subsidiary	Prior Acts Date
<name of entity>	<date>

The Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Subsidiary** listed above, or any **Insured Individual** thereof based upon, arising from, or attributable to any **Wrongful Act** actually or allegedly occurring before the applicable Prior Acts Date listed opposite such **Subsidiary's** name above (hereinafter "Prior Acts") or any **Wrongful Act** whenever occurring, which together with any Prior Acts constitutes **Interrelated Wrongful Acts**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

KNOWLEDGE EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that this Policy does not apply for **Loss** from **Claims** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any fact, circumstance, situation, transaction, event of which, as of the inception date of the of the **Policy Period**, any **Insured** had knowledge and had reason to suppose might give rise to a **Claim** that would fall within the scope of the insurance afforded by this Policy.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

KNOWLEDGE EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that this Policy does not apply for **Loss** from **Claims** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any fact, circumstance, situation, transaction, event of which, as of the inception date of the of the **Policy Period**, any **Insured** had knowledge and had reason to suppose might give rise to a **Claim** that would fall within the scope of the insurance afforded by this Policy.

If this Policy is a renewal or another policy issued to the **Insured** by the Insurer, the references in this Endorsement to the "inception date of the **Policy Period**" will be deemed to refer instead to the inception date under the first Policy under which the Insurer provided the **Insured** with coverage renewed by this Policy.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

TRADE LAWS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that payment of **Loss** under this Policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

All other provisions remain unchanged.

Authorized Representative

Date

Rate Information

Rate data does NOT apply to filing.

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status: Approved 07-16-2007

Comments:

Attachments:

2007 NAIC FFS.pdf
2007 NAIC PCTD.pdf

Satisfied -Name: Explanatory Memorandum, Letter of
Authority

Review Status: Approved 07-16-2007

Comments:

Attachments:

AXIS EPL - Forms Memo.pdf
LOA.pdf

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		AXIS-OL-EPL-AR-0701-F		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		N/A		
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Employment Practices Liability Policy Form	EP 0001 1005	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
02	Employment Practices Liability Policy Declarations	EP 0102 1005	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
03	Employment Practices Liability Application	EP 0200 1005	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
04	Defense Endorsement	EP 1001 0603	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
05	Discriminatory Practices Exclusion	EP 1003 0603	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
06	Continuity Endorsement	EP 1005 0603	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
07	Sublimit of Liability for Third Party Claims Endorsement	EP 1008 0603	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
08	Run-Off Endorsement	EP 1009 0603	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
09	Run-Off Endorsement (New Risk)	EP 1010 0603	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
10	Separate Retention For Third Party Claims Endorsement	EP 1011 0603	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
11	Amend Exclusions Endorsement	EP 1012 0606	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
12	Amend Exclusions Endorsement	EP 1013 0606	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
13	Amend Extended Reporting Period Endorsement	EP 1014 0606	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		

FORM FILING SCHEDULE (Continued)

(This form must be provided ONLY when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		AXIS-OL-ELP-AR-0701-F		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		N/A		
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
14	Amend Exclusion Endorsement	EP 1016 0606	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
15	Amend Definition of Application Endorsement	EP 1017 0606	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
16	Notice of Claim Endorsement	EP 1018 0606	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
17	Amend Exclusion Endorsement	EP 1019 0705	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
18	Amend Acquisition Threshold Endorsement	EP 1020 0606	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
19	Pre-Approved Counsel Endorsement	EP 1021 0606	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
20	Bordereau Reporting of Claims Endorsement	EP 1022 0706	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
21	Amend Defense and Settlement Endorsement	EP 1023 0106	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
22	Pending and Prior Claims Exclusion Endorsement	EP 1024 0506	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
23	Amend Contractual Exclusion	EP 1025 0107	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
24	Amend Definition of Policyholder Endorsement	MU 1001 0203	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
25	Entity Sub-limit of Liability Endorsement	MU 1002 0203	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
26	Pending and Prior Claims Exclusion -Entity (For Increased Limits)	MU 1003 0203	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		

FORM FILING SCHEDULE (Continued)

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		AXIS-OL-ELP-AR-0701-F		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		N/A		
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
27	Professional Services Exclusion	MU 1009 0506	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
28	Entity Retention Endorsement	MU 1010 0203	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
29	Specific Litigation Exclusion	MU 1012 0203	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
30	Tie-in Limits Endorsement	MU 1013 0203	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
31	Family Exclusion	MU 1014 0203	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
32	Amend Item 1 of the Declarations	MU 1016 0203	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
33	Specific Entity Exclusion	MU 1017 0203	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
34	Amend Item 1 of the Declarations	MU 1018 0203	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
35	Amend Item 2 of the Declarations	MU 1019 0203	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
36	Product Exclusion	MU 1020 0203	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
37	Amend Definition of Insured Individual	MU 1025 0203	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
38	Non Stacking Endorsement	MU 1027 1005	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
39	Abuse and Sexual Misconduct Exclusion	MU 1028 0203	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		

FORM FILING SCHEDULE (Continued)

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		AXIS-OL-ELP-AR-0701-F		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		N/A		
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
40	Correct Declarations Page Endorsement	MU 1029 0203	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
41	Medical Services Exclusion	MU 1030 1005	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
42	Insurance Exclusion	MU 1031 0203	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
43	Manuscript Application Endorsement	MU 1032 0203	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
44	Policy Period Extension Endorsement	MU 1033 0203	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
45	Specific Individual Exclusion	MU 1034 0203	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
46	Extended Reporting Period endorsement	MU 1035 0203	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
47	Insurance Exclusion	MU 1036 0203	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
48	Amend Definition of Subsidiary Endorsement	MU 1037 0203	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
49	Multiple Party Claim Retention Endorsement	MU 1038 0203	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
50	Educators Exclusion	MU 1039 0203	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
51	Prior Acts Exclusion	MU 1040 0203	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
52	Reorganization, Downsizing, and Facility Closing Exclusion	MU 1041 0203	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		

FORM FILING SCHEDULE (Continued)

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		AXIS-OL-ELP-AR-0701-F		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		N/A		
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
53	Securities Exclusion	MU 1043 0203	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
54	Prior and Pending Claims Endorsement	MU 1051 0606	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
55	Broker Commission Endorsement	MU 1052 0606	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
56	Delete Specified Endorsement	MU 1053 0606	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
57	Creditor/Debtor Exclusion	MU 1054 0606	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
58	Pre-approved Counsel Endorsement	MU 1056 0606	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
59	Amend Definition of Subsidiary Endorsement	MU 1057 0406	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
60	Knowledge Exclusion	MU 1058 0506	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
61	Knowledge Exclusion	MU 1059 0506	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
62	Trade Laws Endorsement	MU 1061 0606	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
63	Arkansas Amendatory Endorsement	EP 4139 1203	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
64	Arkansas Consent Form	MU 7030 1203	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
65	Terrorism Endorsement	MU 7011 0903	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	AXIS-OL-EPL-AR-0701-F
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21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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On behalf of AXIS Insurance Company ("the Company"), we are introducing a new Employment Practices Liability Insurance Program. While this is the initial submission of this program for AXIS Insurance Company, it has been filed previously by AXIS Reinsurance Company.

The Employment Practices Liability Insurance Policy provides commercial liability coverage for directors, officers, trustees, employees and committee members as well as the insured organization and its subsidiaries. The Employment Practices Liability Insurance Policy will be offered only to commercial insureds. For more details on this program, please refer to the enclosed explanatory memorandum.

Enclosed is authorization for Perr&Knight to submit this filing on behalf of the Company. All correspondence related to this filing should be directed to Perr&Knight. The Company has prepared the forms contained in this filing along with the filing memorandum. If there are any requests for additional information related to items prepared by the Company, we will forward the request immediately to the Company contact. The Company response will be submitted to your attention as soon as we receive it.

We respectfully request that this filing be implemented **July 1, 2007**.

22. Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: 100556

Amount: \$50.00

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

AXIS INSURANCE COMPANY

EXPLANATORY MEMORANDUM

Employment Practices Liability Insurance Program

FORMS

AXIS Insurance Company is submitting an independent forms filing for the Employment Practices Liability Insurance Program. While this filing is the initial submission of this program for AXIS Insurance Company, the program has been previously filed by AXIS Reinsurance Company. The Employment Practices Liability Insurance Policy provides commercial liability coverage for directors, officers, trustees, employees and committee members as well as the insured organization and its subsidiaries. The Employment Practices Liability Insurance Policy will be offered only to commercial insureds. In addition to the above-mentioned policy form, this filing contains corresponding application, declarations and endorsements. The program being submitted is similar, but not identical, to the AXIS Reinsurance Company filing. The differences are as follows:

- The policy form has been changed to: 1) add back coverage for emotional distress in the bodily injury and property damage exclusion and 2) clarify a typographical error in the original form.
- Endorsements are included with this filing that were not a part of the AXIS Reinsurance Company filing.

It should be noted that the policy permits the Policyholder to cancel for any reason at any time. The Insurer may cancel only for non-payment of premium upon twenty days written notice to the Policyholder, unless amended to comply with applicable law. The Rating Plan for the program is also included in this filing.



May 16, 2007

Re: **AXIS Insurance Company**
NAIC Number 3416-37273, FEIN 39-1338397

To Whom It May Concern:

Perr&Knight is hereby authorized to submit rate, rule, and form filings on behalf of **AXIS Insurance Company**. This authorization includes providing additional information and responding to questions regarding the filings on our behalf as necessary. This authorization is deemed to be in effect until rescinded in writing.

Please direct all correspondences and inquiries related to this filing to Perr&Knight at the following address:

State Filings Department
Perr&Knight
881 Alma Real Drive, Suite 205
Pacific Palisades, CA 90272
Phone: (310) 230-9339
Fax: (310) 230-8529

Please contact me if you have any questions regarding this authorization.

Sincerely,

A handwritten signature in cursive script that reads "Dave Clark".

Dave Clark, CPCU, ARe
Vice President
Underwriting Compliance
Telephone 678-746-9423
Fax 678-746-9317
Dave.clark@axiscapital.com