

SERFF Tracking Number: REGU-125343479 State: Arkansas
 Filing Company: Axis Insurance Company State Tracking Number: AR-PC-07-026615
 Company Tracking Number: AIC-AR-FIS-07
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: Axis FIS PL Multi-Program Forms
 Project Name/Number: /

Filing at a Glance

Company: Axis Insurance Company
 Product Name: Axis FIS PL Multi-Program Forms SERFF Tr Num: REGU-125343479 State: Arkansas
 TOI: 17.0 Other Liability - Claims Made/Occurrence SERFF Status: Closed State Tr Num: AR-PC-07-026615
 Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations Co Tr Num: AIC-AR-FIS-07 State Status:
 Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
 Author: Jason Graciolett Disposition Date: 11/06/2007
 Date Submitted: 10/31/2007 Disposition Status: Approved
 Effective Date Requested (New): On Approval Effective Date (New):
 Effective Date Requested (Renewal): On Approval Effective Date (Renewal):

General Information

Project Name: Status of Filing in Domicile: Pending
 Project Number: Domicile Status Comments:
 Reference Organization: Reference Number:
 Reference Title: Advisory Org. Circular:
 Filing Status Changed: 11/06/2007
 State Status Changed: 11/01/2007 Deemer Date:
 Corresponding Filing Tracking Number:
 Filing Description:
 AXIS Insurance Company is submitting independent endorsements for use with various Professional Liability policies. These endorsements are designed to be used with the policy forms previously filed by the company for various professional liability programs. Also attached is a forms index which describes each filed endorsement and indicates the policy form(s) to which the endorsement is applicable.

There is no overall rating impact anticipated from the use of these endorsements. As necessary, the pricing of individual accounts (to reflect endorsement usage) will be adjusted via appropriate selection of applicable pricing factors contained

SERFF Tracking Number: REGU-125343479 State: Arkansas
 Filing Company: Axis Insurance Company State Tracking Number: AR-PC-07-026615
 Company Tracking Number: AIC-AR-FIS-07
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: Axis FIS PL Multi-Program Forms
 Project Name/Number: /

in the previously submitted rating plans for these programs.

The following items are enclosed for your review:

1. State Required Filing Forms
2. Explanatory Memorandum
3. Forms Index
4. Independent Forms

An EFT in the amount of \$1,000.00 to cover the required filing fee has been submitted via SERFF.

We ask that this filing become effective for all policies effective upon approval.

Company and Contact

Filing Contact Information

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

Jason Graciolett, Analyst jasongraciolett@ircllc.com
 50 Broad Street (212) 571-3989 [Phone]
 New York, NY 10004 ()-[FAX]

Filing Company Information

Axis Insurance Company	CoCode: 37273	State of Domicile: Illinois
50 Broad Street	Group Code: 3416	Company Type:
Suite 501		
New York, NY 10004	Group Name:	State ID Number:
(212) 571-3989 ext. [Phone]	FEIN Number: 39-1338397	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$1,000.00
Retaliatory?	Yes
Fee Explanation:	IL is \$50 per form - 20 forms filed.

SERFF Tracking Number: REGU-125343479 State: Arkansas
Filing Company: Axis Insurance Company State Tracking Number: AR-PC-07-026615
Company Tracking Number: AIC-AR-FIS-07
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: Axis FIS PL Multi-Program Forms
Project Name/Number: /
Per Company: No

SERFF Tracking Number: REGU-125343479 State: Arkansas
Filing Company: Axis Insurance Company State Tracking Number: AR-PC-07-026615
Company Tracking Number: AIC-AR-FIS-07
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: Axis FIS PL Multi-Program Forms
Project Name/Number: /

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Axis Insurance Company	\$1,000.00	10/31/2007	16404297

SERFF Tracking Number: REGU-125343479 State: Arkansas
Filing Company: Axis Insurance Company State Tracking Number: AR-PC-07-026615
Company Tracking Number: AIC-AR-FIS-07
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: Axis FIS PL Multi-Program Forms
Project Name/Number: /

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	11/06/2007	11/06/2007

SERFF Tracking Number: REGU-125343479 State: Arkansas
Filing Company: Axis Insurance Company State Tracking Number: AR-PC-07-026615
Company Tracking Number: AIC-AR-FIS-07
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: Axis FIS PL Multi-Program Forms
Project Name/Number: /

Disposition

Disposition Date: 11/06/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment: We will begin the process to refund the overpayment of \$950.00. Thank You.

Rate data does NOT apply to filing.

SERFF Tracking Number: REGU-125343479 State: Arkansas
 Filing Company: Axis Insurance Company State Tracking Number: AR-PC-07-026615
 Company Tracking Number: AIC-AR-FIS-07
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: Axis FIS PL Multi-Program Forms
 Project Name/Number: /

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Filing Authorization	Approved	Yes
Supporting Document	Explanatory Memorandum	Approved	Yes
Supporting Document	Forms Index	Approved	Yes
Form	SELLING SHAREHOLDER COVERAGE ENDORSEMENT	Approved	Yes
Form	PROFESSIONAL SERVICES EXCLUSION ENDORSEMENT	Approved	Yes
Form	UNDERWRITER AND IPO LADDERING EXCLUSION	Approved	Yes
Form	SECTION 11 AND 12 ENDORSEMENT	Approved	Yes
Form	AMEND SUBROGATION PROVISION ENDORSEMENT	Approved	Yes
Form	WAGE AND HOUR EXCLUSION ENDORSEMENT	Approved	Yes
Form	RETENTION ENDORSEMENT	Approved	Yes
Form	APPLICATION FOR AXIS PRO MID-SIZE LAWYERS PROFESSIONAL LIABILITY INSURANCE: APPLICATION STATEMENT	Approved	Yes
Form	AMEND OPTIONAL EXTENDED REPORTING PERIOD ENDORSEMENT	Approved	Yes
Form	RUN-OFF ENDORSEMENT	Approved	Yes
Form	INSURED PAYMENT ENDORSEMENT	Approved	Yes
Form	SEXUAL MISCONDUCT AND ABUSE EXCLUSION	Approved	Yes
Form	AMEND ITEM 2. OF THE DECLARATIONS ENDORSEMENT	Approved	Yes
Form	PRODUCT EXCLUSION	Approved	Yes
Form	SEXUAL MISCONDUCT AND ABUSE EXCLUSION	Approved	Yes
Form	CREDITOR / DEBTOR EXCLUSION	Approved	Yes
Form	PAYMENTS EXCLUSION	Approved	Yes
Form	KNOWLEDGE EXCLUSION	Approved	Yes

SERFF Tracking Number: REGU-125343479 State: Arkansas
Filing Company: Axis Insurance Company State Tracking Number: AR-PC-07-026615
Company Tracking Number: AIC-AR-FIS-07
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: Axis FIS PL Multi-Program Forms
Project Name/Number: /

Form	TRADE LAWS ENDORSEMENT	Approved	Yes
Form	REGULATORY CLAIMS SUBLIMIT ENDORSEMENT	Approved	Yes

SERFF Tracking Number: REGU-125343479 State: Arkansas
 Filing Company: Axis Insurance Company State Tracking Number: AR-PC-07-026615
 Company Tracking Number: AIC-AR-FIS-07
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: Axis FIS PL Multi-Program Forms
 Project Name/Number: /

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	SELLING SHAREHOLDER COVERAGE ENDORSEMENT	DO 1012 0203	0203	Endorsement/Amendment/Conditions	New	0.00	DO 1012 0203 SELLING SHAREHOLDER COVERAGE ENDORSEMENT.pdf
Approved	PROFESSIONAL SERVICES EXCLUSION ENDORSMENT	DO 1039 0203	0203	Endorsement/Amendment/Conditions	New	0.00	DO 1039 0203 Professional Services Exclusion.pdf
Approved	UNDERWRITER AND IPO LADDERING EXCLUSION	DO 1042 0203	0203	Endorsement/Amendment/Conditions	New	0.00	DO 1042-0203 Underwriter and IPO Laddering.pdf
Approved	SECTION 11 AND 12 ENDORSEMENT	DO 1057 0507	0507	Endorsement/Amendment/Conditions	New	0.00	DO 1057 0507 Sec 11 and 12 Endorsement.pdf
Approved	AMEND SUBROGATION PROVISION ENDORSEMENT	DO 1062 0907	0907	Endorsement/Amendment/Conditions	New	0.00	DO 1062 0907 Amend Subrogation Provision Endorsement.pdf
Approved	WAGE AND HOUR	EP 1030 0807	0807	Endorsement/Amendment	New	0.00	EP 1030 0807 Wage

SERFF Tracking Number: REGU-125343479 State: Arkansas
 Filing Company: Axis Insurance Company State Tracking Number: AR-PC-07-026615
 Company Tracking Number: AIC-AR-FIS-07
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: Axis FIS PL Multi-Program Forms
 Project Name/Number: /

	EXCLUSION ENDORSEMENT			ent/Condi tions		and Hour Exclusion Endorsemen t.pdf
Approved	RETENTION ENDORSEMENT	EP 1033 0907	0907	Endorseme nt/Amendm ent/Condi tions	0.00	EP 1033 0907 Retention Endorsemen t.pdf
Approved	APPLICATION FOR AXIS PRO MID-SIZE LAWYERS PROFESSIONAL LIABILITY INSURANCE: APPLICATION STATEMENT	LM 0225 1007	1007	Application/ New Binder/Enro llment	0.00	LM 0225 1007 Supplement al Application - AIC Representati on Statement.p df
Approved	AMEND OPTIONAL EXTENDED REPORTING PERIOD ENDORSEMENT	LM 1800 0507	0507	Endorseme nt/Amendm ent/Condi tions	0.00	LM 1800 0507 Amend Optional Extended Reporting Endorsemen t.pdf
Approved	RUN-OFF ENDORSEMENT	NP 1033 0807	0807	Endorseme nt/Amendm ent/Condi tions	0.00	NP 1033 0807 Run- Off.pdf
Approved	INSURED PAYMENT ENDORSEMENT	SE 1028 0706	0706	Endorseme nt/Amendm ent/Condi tions	0.00	SE 1028 0706 Insured Payment Endt.pdf
Approved	SEXUAL MISCONDUCT AND ABUSE EXCLUSION	SE 1074 1007	1007	Endorseme nt/Amendm ent/Condi tions	0.00	SE 1074 1007 Sexual Misconduct and Abuse

SERFF Tracking Number: REGU-125343479 State: Arkansas
 Filing Company: Axis Insurance Company State Tracking Number: AR-PC-07-026615
 Company Tracking Number: AIC-AR-FIS-07
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: Axis FIS PL Multi-Program Forms
 Project Name/Number: /

Approval	Description	MU	Code	Category	Value	File Name
Approved	AMEND ITEM 2. OF THE DECLARATIONS ENDORSEMENT	MU 1019	0203	Endorsement/Amendment/Conditions	0.00	MU 1019 0203 Amend Item 2. of the Declarations Endorsement.pdf
Approved	PRODUCT EXCLUSION	MU 1020	0807	Endorsement/Amendment/Conditions	0.00	MU 1020 0807 Product Exclusion.pdf
Approved	SEXUAL MISCONDUCT AND ABUSE EXCLUSION	MU 1028	1007	Endorsement/Amendment/Conditions	0.00	MU 1028-1007 Sexual Misconduct and Abuse Exclusion.pdf
Approved	CREDITOR / DEBTOR EXCLUSION	MU 1054	0606	Endorsement/Amendment/Conditions	0.00	MU 1054-0606 Creditor Debtor Exclusion.pdf
Approved	PAYMENTS EXCLUSION	MU 1055	0606	Endorsement/Amendment/Conditions	0.00	MU 1055-0606 Payments Exclusion.pdf
Approved	KNOWLEDGE EXCLUSION	MU 1059	0506	Endorsement/Amendment/Conditions	0.00	MU 1059 0506 Knowledge Exclusion.pdf
Approved	TRADE LAWS ENDORSEMENT	MU 1061	0507	Endorsement/Amendment/Conditions	0.00	MU 1061 0507 Trade Laws

SERFF Tracking Number: REGU-125343479 State: Arkansas
 Filing Company: Axis Insurance Company State Tracking Number: AR-PC-07-026615
 Company Tracking Number: AIC-AR-FIS-07
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: Axis FIS PL Multi-Program Forms
 Project Name/Number: /

				ons		Endorsemen t.pdf
Approved	REGULATORY	MU 1075	0807	Endorseme New	0.00	MU 1075
	CLAIMS	0807		nt/Amendm		0807
	SUBLIMIT			ent/Condi		Regulatory
	ENDORSEMENT			ons		Claims
						Sublimit
						Endorsemen
						t.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: _____

SELLING SHAREHOLDER COVERAGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

In consideration of the additional premium charged \$<dollars>, it is agreed that:

1. The term **Insured Individual** is amended to include **Selling Shareholders** but only:
 - a. with respect to **Selling Shareholder Wrongful Acts**; and
 - b. when such **Selling Shareholders** are named in a **Claim** that is made and continuously maintained against an **Insured**, other than a **Selling Shareholder**.
2. For the purposes of this endorsement the term **Selling Shareholders** means any director, officer, partner or principal of the **Policyholder** listed as selling shareholders of securities of the **Policyholder** in the following registration statement(s) filed with the United States Securities and Exchange Commission:

Registration Statement(s):
<list of registration statements>

3. For the purposes of this endorsement the term **Selling Shareholder Wrongful Act** shall mean any error, misstatement, misleading statement, act, omission, neglect, or breach of duty actually or allegedly committed or attempted by any **Selling Shareholder** in their capacity as such.
4. With respect to **Claims** made against the **Selling Shareholders**, the term **Wrongful Act** as defined in Section III Definitions of the Policy is amended to include **Selling Shareholder Wrongful Acts**.

All coverage under this endorsement shall be part of and not in addition to the Insurer's maximum aggregate Limit of Liability as set forth 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: _____

PROFESSIONAL SERVICES EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

In consideration of the premium charged it is hereby understood that the Insurer shall not be liable to make any payment for **Loss** in connection with 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 **Policyholder's** or any **Insured's** performance of or failure to perform professional services or medical services for others for a fee, or any act, error or omission relating thereto, including, but not limited to any software design, development, implementation to installation or computer programming services offered in connection therewith.

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: _____

UNDERWRITER AND IPO LADDERING EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE 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** which is based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any:

- a. securities underwriter actually or allegedly receiving undisclosed, excessive or improper commissions or other compensation;
- b. securities underwriter actually or allegedly entering into tie-in or laddering arrangements with certain investors pursuant to which the investors would be allocated securities of the **Policyholder** in a securities offering in exchange for the investors agreeing to purchase additional securities of the **Policyholder** in the after-market;
- c. securities underwriter actually or allegedly improperly allocating securities of the **Policyholder** to certain investors; or
- d. securities underwriter or any **Insured** actually or allegedly misrepresenting, omitting to disclose or failing to accurately disclose or represent any of the foregoing, intentionally or otherwise;

in connection with the offering and/or distribution of securities by or on behalf 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: _____

SECTION 11 AND 12 ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

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

1. The Insurer will not assert that the portion of any settlement in a **Securities Claim** arising from an initial or subsequent public offering of the **Policyholder's** securities is not within the definition of **Loss**, as set forth in this Policy, due to the alleged violations of Section 11 and/or 12 of the Securities Act of 1933 as amended; provided that all such **Loss** shall still be subject to the exclusions to the definition of **Loss** listed in Section III Definitions I., numbered subparagraphs 1-6 of this Policy.
2. Section IV. EXCLUSIONS A. 10. (a) of this Policy will not apply to allegations in a **Securities Claim** asserted against any **Insured Individual** under Section 11 and/or 12 of the Securities Act of 1933 as amended arising out of an initial or subsequent public offering of the **Policyholder's** 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: _____

AMEND SUBROGATION PROVISION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

In consideration the premium charged, it is agreed that Section VIII. GENERAL CONDITIONS, H. Subrogation of this Policy is deleted and replaced in its entirety by the following:

“H. 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**. In no event, however, shall the Insurer exercise its rights of subrogation against an **Insured** under this Policy unless such **Insured** has been convicted of a criminal act; or has committed a deliberate fraudulent act, if a judgment or final adjudication or an alternative dispute resolution proceeding adverse to the **Insured** establishes that such deliberate fraudulent act was committed; or has obtained any profit or advantage to which a judgment or final adjudication or an alternative dispute resolution proceeding adverse to the **Insured** establishes the **Insured** was not legally entitled.”

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: _____

WAGE AND HOUR 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 following Exclusion is hereby added to this Policy and shall be deemed to be an Exclusion set forth in Section IV. EXCLUSIONS, A. of this Policy:

“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:

- a. refusal, failure, inability, misrepresentation, breach of contract, or **Wrongful Act** of any **Insured** to pay wages, overtime pay, commissions, or other compensation for services rendered (hereinafter, “**Earned Wages**”) (as opposed to tort-based **Back Pay** or **Front Pay** damages);
 - b. improper payroll deductions taken by any **Insured** from any **Employee** or purported employee;
 - c. unfair business practice claim alleged because of the failure to pay **Earned Wages**;
 - d. **Claim** seeking **Earned Wages** because any **Employee** or purported employee was improperly classified or mislabeled as “exempt” or “non-exempt”;
 - e. **Claim** for “off the clock” work;
 - f. failure to provide rest or meal periods; or
 - g. failure to timely pay **Earned Wages**.”
2. For the purposes of this Endorsement, the term **Back Pay** shall mean all wages and/or other employment benefits an employee would have earned if the alleged **Wrongful Act** that affected the employee's job-related compensation had not occurred, less any amounts the employee received or was actually paid during the time period between the loss of employment caused by the **Wrongful Act** and the time of the judgment. **Back Pay** does not include any wages or other employment benefits already earned by an employee.
 3. For the purposes of this Endorsement, the term **Front Pay** shall mean prospective wages and/or other employment benefits awarded in lieu of traditional rightful place relief such as hiring, promotion, or reinstatement.

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: _____

RETENTION 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. No retention shall apply to **Loss** incurred by an **Insured Individual** for which:
 - a. the **Policyholder** is not permitted by law to indemnify such **Insured Individual**; or
 - b. the **Policyholder** is permitted or required by law to indemnify such **Insured Individual**, but does not do so solely by reason of **Financial Impairment**.
2. For the purposes of this Policy, the term **Financial Impairment** means:
 - a. 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 **Policyholder**; or
 - b. the **Policyholder** becoming a debtor in possession within the meaning of the United States Bankruptcy Code or similar legal status under foreign law.

All other provisions remain unchanged.

Authorized Representative

Date



APPLICATION FOR AXIS PRO MID-SIZE LAWYERS PROFESSIONAL LIABILITY INSURANCE
REPRESENTATION STATEMENT

NOTICE: THIS IS AN APPLICATION FOR A POLICY, WHICH IF ISSUED, WILL BE ON A CLAIMS MADE AND REPORTED BASIS AND COVERS ONLY CLAIMS FIRST MADE AND REPORTED AGAINST THE INSURED DURING THE POLICY PERIOD OR THE EXTENDED REPORTING PERIOD, IF APPLICABLE. THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED AND MAY BE TOTALLY EXHAUSTED BY AMOUNTS INCURRED AS CLAIM EXPENSES. PLEASE READ THIS POLICY CAREFULLY.

Firm Name: _____

Firm Address: _____ City: _____ ST __: Zip _____:

Firm Phone: _____ Firm Fax: _____

Re: Application for Axis Pro Mid-Size Lawyers Professional Liability Insurance

Application: _____ Date Application signed: _____
(Name of Carrier/Professional Liability Program) (Month/Day/Year)

Submitting Broker: _____ Broker No.: _____
(Name & Phone Number)

This document acknowledges receipt by the above broker of your firm's request for lawyers professional liability insurance with Axis Insurance Company (the **Company**). Your firm's request for coverage was provided by the above-noted broker and included an application for lawyers professional liability insurance as referenced above.

In lieu of requiring your firm to complete our application, we are willing to use the submitted application subject to the following:

- i) you agree that we may use the information contained in such application in underwriting your account;
- ii) you hereby represent to the **Company** that all of the statements made in the application referenced above shall be deemed to be made to the **Company**;
- iii) you hereby represent that the statements and information contained in said application are true as of the date of this statement and that there have been no material changes to the statements made in the application since the date thereof;
- iv) you hereby represent that your firm and any person proposed for coverage ("the **Insured**"), after inquiry of all partners, officers and managers of the **Insured**, is not aware of any claims against the **Insured** or circumstances, incidents, disputes or fee problems that may give rise to a claim against the **Insured**, other than those disclosed in the application;
- v) you hereby represent that all claims or circumstances against the **Insured** have been reported to prior insurance carriers.
- vi) you hereby agree the **Company** will be issuing its policy in reliance upon the conditions and statements made in this letter and the application both of which shall be deemed to be part of the policy.

Your signature below represents your acceptance of the above provisions.

Applicant hereby represents after inquiry, that the information contained in the above referenced application is true, accurate and complete and that no material facts have been suppressed or misstated. Applicant acknowledges a continuing obligation to report to the Company as soon as practicable any material changes in all such information, after signing below and prior to issuance of the policy, and acknowledges that the Company shall have the right to withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance based upon such changes. This letter and the above referenced application will be the basis of the contract and will be incorporated by reference into and made part of the policy.

WARNING

ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT (S)HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT MAY BE GUILTY OF INSURANCE FRAUD.

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 LOUISIANA 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 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 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 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 CLAIM 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 THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY."

NOTICE TO OREGON 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 MAY BE GUILTY OF INSURANCE FRAUD WHICH MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES, INCLUDING BUT NOT LIMITED TO FINES, DENIAL OF INSURANCE BENEFITS, CIVIL DAMAGES, CRIMINAL PROSECUTION AND CONFINEMENT IN STATE PRISONS."

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."

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."

Name of Applicant/Named Insured (please print): _____

Name and position of authorized representative completing this form:

SIGNATURE OF OFFICER OR PARTNER OF FIRM

DATE

PRINT NAME OF OFFICER OR PARTNER

POSITION

Please note that it is imperative to report to your current carrier before the expiration of the current policy (1) any claim made against you during the current policy term, and (2) any act or omission of which you are aware that may reasonably be expected to be the basis of a claim. Failure to do so may create a lack of coverage.

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 OPTIONAL EXTENDED REPORTING PERIOD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AXIS PRO MID-SIZE LAWYERS PROFESSIONAL LIABILITY POLICY

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

1. Section VI. EXTENDED REPORTING PERIODS, B. Optional **Extended Reporting Period**, 1. and 2. are deleted and amended to read in their entirety as follows:

“1. If this Policy is canceled or non-renewed by either the **Company** or by the **Named Insured**, then the **Named Insured** shall have the right to purchase a one (1) year, two (2) year, or three (3) year optional **Extended Reporting Period**. Such right must be exercised by the **Named Insured** within sixty (60) days of the termination of the **Policy Period** by providing:

- a. written notice to the **Company**; and
- b. with the written notice, the amount of additional premium described below.

2. The additional premium for the optional **Extended Reporting Period** shall be based upon the rates for such coverage in effect on the date this Policy was issued or last renewed and shall be for one (1) year at 125% of such premium, two (2) years at 200% of such premium, or three (3) years at 250% of such premium.”

2. Item 5. of the Declarations is deleted and amended to read in its entirety as follows:

“Item 5. **Extended Reporting Period**:

(A) Additional Premium: 125% (1 year), 200% (2 years), 250% (3 years), percent of annualized premium for the **Policy Period**

(B) Length of **Extended Reporting Period**: one (1) year, two (2) year, or three (3) year optional **Extended Reporting 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: _____

RUN-OFF ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

NOT-FOR-PROFIT ORGANIZATION 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 AGREEMENT

The Insurer shall pay in connection with a **Wrongful Act(s)** which takes place before <DATE> all **Loss** on behalf of any **Insured(s)**, which such **Insured(s)** becomes legally liable to pay arising from any **Claim** for a **Wrongful Act(s)** first made against such **Insured(s)** during the **Policy Period** and reported in writing to the Insurer as soon as practicable after a director, officer or trustee of the **Policyholder**, or an individual serving a similar functional capacity, first becomes aware of such **Claim**, but in no event later than sixty (60) days after the expiration of the **Policy Period**.”

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 the **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: _____

INSURED PAYMENT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

SECUREXCESS POLICY

In consideration of the premium charged, it is agreed that the second paragraph of Section I., INSURING AGREEMENT, of this Policy is deleted and amended to read in its entirety as follows:

The insurance afforded under this Policy shall apply only after the **Underlying Insurers** and/or the **Insureds** or the **Policyholder** shall have paid, in currency of legal tender, the full amount of the **Underlying Limits** for covered loss under the **Underlying Insurance** and the **Policyholder** or the **Insureds** shall have paid the full amount of the applicable retention amount under any **Underlying Insurance**.

As a condition precedent to any such payment by the **Insureds**, the **Insureds** must promptly notify the Insurer and obtain the Insurers written consent, such consent not to be unreasonably withheld.

In no way shall such payment by the **Insureds** constitute a waiver of any terms, conditions or exclusion of the **Underlying Insurance** or this Policy and nothing herein shall affect the Insurer's rights under this Policy to adjust, investigate or deny claims or to otherwise reserve its rights under this Policy with respect to any **Claim** under any Insuring 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: _____

SEXUAL MISCONDUCT AND ABUSE 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, 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: _____

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">* 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, or disposal 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: _____

SEXUAL MISCONDUCT AND ABUSE 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: _____

CREDITOR / DEBTOR 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 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: _____

PAYMENTS 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 to make any payment for **Loss** in connection with any **Claim** made against any **Insured** alleging, arising out of, based upon, or attributable to:

- (i) Payments, commissions, gratuities, benefits or any other favors to or for the benefit of any full or part-time domestic or foreign government or armed services officials, agents, representatives, employees or any members of their family or any entity with which they are affiliated; or
- (ii) Payments, commissions, gratuities, benefits or any other favors to or for the benefit of any full or part-time officials, directors, agents, partners, representatives, principal shareholders, or owners or employees, or "Affiliates" (as that term is defined in The Securities Exchange Act of 1934, Including any officers, directors, agents, owner, partners, representatives, principal shareholders or employees of such Affiliates) of any customers of the company or any members of their family or any entity with which they are affiliated; or
- (iii) Political contributions, whether domestic or foreign.

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 **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 of 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:

<POLICYFORM-NAME>

In consideration of the premium charged, it is agreed that payments under this Policy shall only be made in full compliance with all applicable economic or trade sanction laws or regulations including, but not limited to, the laws or regulations of the United States of America. This Policy does not apply to the extent that economic or trade sanctions or other laws or regulations prohibit the coverage provided by this Policy, 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

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: _____

REGULATORY CLAIMS SUBLIMIT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF FORM>

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

1. The Insurer's maximum aggregate limit of liability under this Policy for all **Regulatory Claims** 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.
2. For the purposes of this Policy the term **Regulatory Claim** means any **Claim(s)** made against any **Insured(s)** based upon arising from or attributable to any violation(s) of any local, state or federal administrative or regulatory statute, code, rule or regulation or procedure as well as any and all **Claim(s)** brought by any local, state or federal governmental body and/or any agency or subdivision thereof.

All other provisions remain unchanged.

Authorized Representative

Date

SERFF Tracking Number: REGU-125343479 State: Arkansas
Filing Company: Axis Insurance Company State Tracking Number: AR-PC-07-026615
Company Tracking Number: AIC-AR-FIS-07
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: Axis FIS PL Multi-Program Forms
Project Name/Number: /

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: REGU-125343479 State: Arkansas
Filing Company: Axis Insurance Company State Tracking Number: AR-PC-07-026615
Company Tracking Number: AIC-AR-FIS-07
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: Axis FIS PL Multi-Program Forms
Project Name/Number: /

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty	Review Status: Approved	11/06/2007
Comments:		
Attachment: AR - NAIC.pdf		
Satisfied -Name: Filing Authorization	Review Status: Approved	11/06/2007
Comments:		
Attachment: Authorization Letter.pdf		
Satisfied -Name: Explanatory Memorandum	Review Status: Approved	11/06/2007
Comments:		
Attachment: 2. Explanatory Memo - All Programs.pdf		
Satisfied -Name: Forms Index	Review Status: Approved	11/06/2007
Comments:		
Attachment: FIS AIC MULTI STATE Optional Endorsements List.pdf		

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only

2. Insurance Department Use only	
a. Date the filing is received:	
b. Analyst:	
c. Disposition:	
d. Date of disposition of the filing:	
e. Effective date of filing:	
New Business	
Renewal Business	
f. State Filing #:	
g. SERFF Filing #:	
h. Subject Codes	

3. Group Name	Group NAIC #
AXIS Capital Holdings	3416

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Axis Insurance Company	IL	37273	39-1338397	

5. Company Tracking Number	AIC-AR-FIS-07
-----------------------------------	---------------

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Jason Graciolett - IRC, LLC 50 Broad Street, Suite 501 New York, NY 10004	Analyst	(212) 571-3989	(212) 571-2502	jasongraciolett@ircllc.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Jason Graciolett

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	17.0 Other Liability - Claims Made/Occurrence
10. Sub-Type of Insurance (Sub-TOI)	17.0000 Other Liability Sub-TOI Combinations
11. State Specific Product code(s) (if applicable)[See State Specific	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: Upon Approval Renewal: Upon Approval
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	October 31, 2007
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking # AIC-AR-FIS-07

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

AXIS Insurance Company is submitting independent endorsements for use with various Professional Liability policies. These endorsements are designed to be used with the policy forms previously filed by the company for various professional liability programs. Also attached is a forms index which describes each filed endorsement and indicates the policy form(s) to which the endorsement is applicable.

There is no overall rating impact anticipated from the use of these endorsements. As necessary, the pricing of individual accounts (to reflect endorsement usage) will be adjusted via appropriate selection of applicable pricing factors contained in the previously submitted rating plans for these programs.

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 #: N/A - EFT submitted via SERFF
Amount: \$1,000.00

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.)**

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 #	AIC-AR-FIS-07
-----------	--	---------------

2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	
-----------	---	--

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	Selling Shareholder Coverage Endorsement	DO 1012 0203	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Section 11 and 12 Endorsement	DO 1057 0507	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Professional Services Exclusion Endorsement	DO 1039 0203	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Amend Subrogation Provision Endorsement	DO 1062 0907	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Underwriter and IPO Laddering Exclusion	DO 1042 0203	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Wage and Hour Exclusion Endorsement	EP 1030 0807	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Retention Endorsement	EP 1033 0907	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Amend Optional Extended Reporting Period Endorsement	LM 1800 0507	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Application For AXIS Pro Mid-Size Lawyers Professional Liability Insurance	LM 0225 1007	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Amend Item 2. of the Declarations Endorsement	MU 1019 0203	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11	Blanket Product Liability Exclusion	MU 1020 0807	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	Creditor/Debtor Exclusion Endorsement	MU 1054 0606	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13	Payments Exclusion	MU 1055 0606	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
14	Knowledge Exclusion	MU 1059 0506	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
15	Trade Law Endorsement	MU 1061 0507	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

©2007 National Association of Insurance Commissioners

PC FFS-1



16	Regulatory Claims Sublimit Endorsement	MU 1075 0807	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
17	Run-Off Endorsement	NP 1033 0807	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
18	Insured Payment Endorsement	SE 1028 0706	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
19	Sexual Misconduct and Abuse Exclusion	MU 1028 1007	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
20	Sexual Misconduct and Abuse Exclusion	SE 1074 1007	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
			<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		



October 30, 2007

LETTER OF FILING AUTHORIZATION

I, Roseanna Kreis, am a duly authorized Filing Regulatory Analyst of AXIS Insurance Company. This letter authorizes Insurance Regulatory Consultants, LLC (IRC) to file on behalf of AXIS Insurance Company, multiple endorsements for our Professional Lines programs. This authorization extends to all correspondence and inquiries in connection with this multiple endorsements filing.

Please direct all correspondence regarding this Program to:

Insurance Regulatory Consultants, LLC (IRC)
50 Broad Street, Suite 501
New York, NY 10004

AXIS Insurance Company

Roseanna Kreis
Name

Regulatory Filings Analyst
Title


Signature

AXIS INSURANCE COMPANY
EXPLANATORY MEMORANDUM

Professional Liability Endorsements

With this filing, AXIS Insurance Company is submitting independently developed endorsements prepared for use with its various Professional Liability policies. These endorsements are designed to be used with the policy forms previously filed by the company for the following professional liability programs:

- Directors & Officers Liability
- Employment Practices Liability
- Not-For-Profit Liability
- SecurExcess
- Mid-Size Lawyers Professional Liability

The endorsement numbering prefix protocol corresponds with the policy form to which the endorsement will be used as follows:

- DO – Directors & Officers Liability
- EP – Employment Practices Liability
- NP - Not-For-Profit Liability
- SE - SecurExcess
- LM - Mid-Size Lawyers Professional Liability
- MU – Multiple-Use (with more than one of the above policy forms)

The enclosed forms index describes the endorsements by policy type, and indicates the policy forms to which each of the specific multiple-use endorsements apply.

There is no overall rating impact anticipated from the use of these endorsements. As necessary, the pricing of individual accounts (to reflect endorsement usage) will be adjusted via appropriate selection of applicable pricing factors contained in the previously submitted rating plans for these programs.

**SUPPLEMENTAL ENDORSEMENTS INDEX
MULTI-STATE**

FORM NO.	If MULTI-USE (MU), COMPATIBLE FORMS	FORM TITLE & DESCRIPTION
DO 1012 0203		Selling Shareholder Coverage Endorsement This endorsement is being amended by inserting the wording "In consideration of the additional premium charged \$<dollars>..."
DO 1057 0507		Section 11 and 12 of the Securities Act of 1933
DO 1039 0203		Professional Services Exclusion Endorsement This endorsement is being amended to correct a typographical error (deletion of repetitive wording, "In consideration of the premium charged, it is agreed that in consideration of the premium charged...")
DO 1062 0907		Amend Subrogation Provision Endorsement Amend subrogation to align with fraud and personal profit exclusions
DO 1042 0203		This endorsement is used to exclude coverage for any 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 laddering claims.
EP 1030 0807		Wage and Hour Exclusion Endorsement This endorsement is amended to correct a typographical error (deletion of duplicate wording "<insert "return" or "additional"> return premium of \$<premium amount>")
EP 1033 0907		Retention Endorsement No retention for non-indemnifiable claims.
LM 1800 0507		Amend Optional Extended Reporting Period Endorsement This endorsement is amended to by deleting the second mention of return, "<insert "return" or "additional"> return premium of \$<premium amount>"
LM 0225 1007		This endorsement is being developed to correct a typographical error (deletion of AXIS Reinsurance Company)
MU 1019 0203	D&O,EP,FL,NP,SE,CR	Amend Item 2. of the Declarations Endorsement This endorsement is amended to by deleting the second mention of return, "<insert "return" or "additional"> return premium of \$<premium amount>"
MU 1020 0807	D&O,EP,FL,NP	Blanket product liability exclusion Endorsement MU 1020 0203 is withdrawn and replaced by MU 1020 0807. Item 1 of this endorsement has been revised to editorially correct the phrase "The manufacture, sale, distribution...maintenance, repair, or disposal of any goods, products."
MU 1054 0606	D&O,EP,FL,NP	Creditor/Debtor Exclusion Endorsement Commissions, gratuities, political contributions exclusion. This endorsement was previously filed under the name Commissions Contributions. It is being refiled under the title Payments Exclusion to more accurately reflect the purpose of the endorsement. Only the title is being revised - no other changes are made to the endorsement.
MU 1055 0606	D&O,EP,FL,NP,SE	Payments Exclusion Commissions, gratuities, political contributions exclusion. This endorsement was previously filed under the name Commissions Contributions. It is being refiled under the title Payments Exclusion to more accurately reflect the purpose of the endorsement. Only the title is being revised - no other changes are made to the endorsement.

FORM NO.	If MULTI-USE (MU), COMPATIBLE FORMS	FORM TITLE & DESCRIPTION
MU 1059 0506	D&O,EP,FL,NP	<p>Knowledge Exclusion This endorsement is amended to by deleting the word "or" and replacing it with "of". It should state "If this Policy is a renewal of another policy issued to the Insured". Knowledge Exclusion - also called an inverted warranty. For RENEWAL policies where date is NOT being advanced</p>
MU 1061 0507	D&O,EP,FL,NP,SE,CR	<p>Trade Law Endorsement Trade sanction laws - OFAC (Office of Foreign Assets Control) Endorsement</p>
MU 1075 0807	D&O,EP,FL,NP,SE	<p>Regulatory Claims Sublimit Endorsement Use to establish a sublimit for all Regulatory Claims under the Policy</p>
NP 1033 0807		<p>Run-Off Endorsement New Business (from Inception) Run-off - Changes the insuring agreement, premium fully earned/noncan; deletes ERP and conversion of coverage for acquisition provisions.</p>
SE 1028 0706		<p>Insured Payment Endt Recognize insured payment when made with Axis' consent.</p>
MU 1028 1007	CR, EPL, D&O,NP	<p>Sexual Misconduct and Abuse Exclusion This endorsement is being amended by revising the title from Abuse and Sexual Misconduct Exclusion to Sexual Misconduct and Abuse Exclusion. (NOT FOR USE WITH SECUREXCESS AND FIDUCIRAY)</p>
SE 1074 1007		<p>Sexual Misconduct and Abuse Exclusion Exclude abuse and sexual misconduct</p>