

Filing at a Glance

Company: ACE American Insurance Company

Product Name: 07-PR-233(F)

TOI: 17.1 Other Liability - Claims Made Only

Sub-TOI: 17.1019 Professional Errors &

Omissions Liability

Filing Type: Form

SERFF Tr Num: ACEH-125243827 State: Arkansas

SERFF Status: Closed

Co Tr Num: 07-PR-233(F)

Co Status:

Authors: Bob Wolfrom, Sharon

Yacuzzo, Viola McBride

Date Submitted: 08-01-2007

State Tr Num: AR-PC-07-025646

State Status:

Reviewer(s): Betty Montesi, Edith

Roberts, Brittany Yielding

Disposition Date: 08-01-2007

Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date Requested (Renewal): On Approval

Effective Date (New):

Effective Date (Renewal):

General Information

Project Name: Architects & Engineers 2007, Revisions

Project Number: 07-PR-233 (F)

Reference Organization:

Reference Title:

Filing Status Changed: 08-01-2007

State Status Changed: 08-01-2007

Corresponding Filing Tracking Number:

Filing Description:

ACE American Insurance Company currently has forms, rates and rules on file with your department which are applicable to our Architects & Engineers Professional Liability program. The coverage provides claims made professional liability insurance to consulting design professional firms legally qualified to engage in the design of traditional building construction and land development. We are now submitting revisions to this program.

Status of Filing in Domicile: Pending

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

Company and Contact

Filing Contact Information

Robert Wolfrom, CPCU, Regulatory Specialist robert.wolfrom@ace-ina.com

436 Walnut Street

Philadelphia, PA 19106

(215) 640-5123 [Phone]

(215) 640-4986[FAX]

Filing Company Information

ACE American Insurance Company

PO Box 1000

436 Walnut Street

CoCode: 22667

Group Code: 626

State of Domicile: Pennsylvania

Company Type:

Philadelphia, PA 19106
(215) 640-5123 ext. [Phone]

Group Name:
FEIN Number: 95-2371728

State ID Number:

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation:
Per Company: No

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
PS 00299664	\$50.00	07-09-2007

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	08-01-2007	08-01-2007

Amendments

Item	Schedule	Created By	Created On	Date Submitted
Marked up Arkansas Amendatory Endorsement	Supporting Document	Viola McBride	08-01-2007	08-01-2007

Disposition

Disposition Date: 08-01-2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment: Contingent upon compliance with AID Order 94-253 - This coverage form may only be used for risks whose limits are a minimum of \$1,000,000 and with signed consent form (filed in this filing) acknowledging defense within limits.

Thanks.

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 Memo	Approved	Yes
Supporting Document	Reference Filing Numbers	Approved	Yes
Supporting Document	Explanatory Memo Policy Form	Approved	Yes
Supporting Document	AR PDF Pipeline	Approved	Yes
Supporting Document	Marked up Arkansas Amendatory Endorsement	Approved	Yes
Form	ACE Advantage Professional Liability Policy for Design Professionals Application	Approved	Yes
Form	ACE Advantage Professional Liability Policy for Design Professionals Renewal Application	Approved	Yes
Form	ACE Advantage Professional Liability Policy for Small Design Professionals Application	Approved	Yes
Form	Application - Specific Project/Client Excess - Professional Liability insurance	Approved	Yes
Form	Construction Management - Design/Build Supplemental Application	Approved	Yes
Form	Supplemental Additional Limit of Liability Questionnaire	Approved	Yes
Form	ACE Advantage Professional Liability Policy for Design Professionals	Approved	Yes
Form	ACE Advantage Professional Liability policy for Design Professionals Declarations	Approved	Yes
Form	Additional Insured - Vicarious Liability Endorsement	Approved	Yes
Form	Additional Insured - vicarious Liability, Project Specific Endorsement	Approved	Yes
Form	Additional Insured Endorsement	Approved	Yes
Form	Annual Reinstatement of Limits Endorsement	Approved	Yes
Form	Specific Professional Services Exclusion Endorsement	Approved	Yes
Form	Claims Mediation Endorsement	Approved	Yes
Form	Termination of the Policy by the Insurer Endorsement (Material Misrepresentation, Unpaid Premium)	Approved	Yes
Form	Limits of Liability - Specific Professional Services Endorsement	Approved	Yes

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Form	Additional Limits of Liability & Amend Retro Date - Specific Projects	Approved	Yes
Form	Notice of Termination Endorsement	Approved	Yes
Form	Specific Projects - Deductible Gap Endorsement	Approved	Yes
Form	Aggregate Retention with Maintenance Endorsement	Approved	Yes
Form	Audit Rate Endorsement	Approved	Yes
Form	Additional Insured - Client Blanket Endorsement	Approved	Yes
Form	Contractors' Pollution Liability (Specified Insureds)	Approved	Yes
Form	Free Pre-Claim Assistance Deleted	Approved	Yes
Form	Fungi Sublimit	Approved	Yes
Form	Retroactive Date Amended	Approved	Yes
Form	Subcontracted Design professional Insurance Endorsement	Approved	Yes
Form	Retention - Blanket Reimbursement	Approved	Yes
Form	Amended Premium - Optional Extended Reporting Period	Approved	Yes
Form	Bordereau Reporting for Claims Within Retention	Approved	Yes
Form	Choice of Counsel Endorsement - Blanket	Approved	Yes
Form	Choice of Counsel - Endorsement - Specified Counsel	Approved	Yes
Form	Cost Estimate Exclusion	Approved	Yes
Form	Defense and Settlement	Approved	Yes
Form	Defense and Settlement - Consent to Settle (50% Defense Costs)	Approved	Yes
Form	Defense and Settlement - Consent to Settle (50% Loss)	Approved	Yes
Form	Discrimination Exclusion Amended	Approved	Yes
Form	Endorsement Removal	Approved	Yes
Form	Failure of General Contractor or Construction Manager at Risk to Complete Project or Professional Services on Schedule Exclusion	Approved	Yes
Form	Intellectual Property Exclusion	Approved	Yes
Form	Limit of Liability - Future Claims, Effective Date, P&P Endorsement	Approved	Yes
Form	Limit of Liability - Future Claims, Specified Date, P&P Endorsement	Approved	Yes
Form	Prior Knowledge Exclusion Deleted	Approved	Yes

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Form	Prior or Pending Proceeding Date	Approved	Yes
Form	Prior or Pending Proceeding Date	Approved	Yes
Form	Amended - Specified Insured Retention (Split Retention For Defense costs & "Loss Other Than Defense Costs")	Approved	Yes
Form	Retention Amended - Contractual Limitation on Liability	Approved	Yes
Form	Retroactive Date - Specific Projects	Approved	Yes
Form	Retroactive Date Amended - Specified Insured	Approved	Yes
Form	Safety Precautions or Programs Exclusion (With Carveback)	Approved	Yes
Form	Silica, Dust, And Particulate Matter Exclusion	Approved	Yes
Form	Termination of the Policy Amended - Renewal Term Endorsement	Approved	Yes
Form	Termination of the Policy	Approved	Yes
Form	Territory Amended (Worldwide Coverage)	Approved	Yes
Form	Territory Amended (Worldwide Coverage, No Duty to Defend For Insurer)	Approved	Yes
Form	Waiver of Application	Approved	Yes
Form	Retention (First Dollar Defense)	Approved	Yes
Form	Terrorism Exclusion Endorsement	Approved	Yes
Form	Terrorism Limits Endorsement	Approved	Yes
Form	Insured Coinsurance Defense Expenses Only Endorsement	Approved	Yes
Form	Insured Coinsurance Endorsement	Approved	Yes
Form	Limitation of Liability Contractual Condition Endorsement	Approved	Yes
Form	Project Coverage - Excess Liability Endorsement	Approved	Yes
Form	Nuclear Facility Exclusion Endorsement	Approved	Yes
Form	Predecessor Position Professional Liability Endorsement	Approved	Yes
Form	Arkansas Notice to Policyholders	Approved	Yes
Form	Annual Reinstatement of Limits Endorsement - Arkansas	Approved	Yes
Form	Amendatory Endorsement - Arkansas	Approved	Yes
Form	Amended Premium - Optional Extended Reporting Period	Approved	Yes

Amendment Letter

Amendment Date:

Submitted Date: 08-01-2007

Comments:

Attcahed marked up Amendatory Endorsement PF-15484a

Changed Items:

Supporting Document Schedule Item Changes:

User Added -Name: Marked up Arkansas Amendatory Endorsement

Comment:

AR Amendatory_PF15484a(R).pdf

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	ACE Advantage Professional Liability Policy for Design Professionals Application	PF-14497a	(11/06)	Endorsement/Amendment/Conditions Replaced	PF-14497 (07/03)	0.00	AE Application_PPF14497a.pdf
Approved	ACE Advantage Professional Liability Policy for Design Professionals Renewal Application	PF-22383	(11/06)	Endorsement/Amendment/Conditions New		0.00	AE Renewal Application_PPF22383.pdf
Approved	ACE Advantage Professional Liability Policy for Small Design Professionals Application	PF-22384	(11/06)	Application/ New Binder/Enrollment		0.00	AE Small Business Application_PPF22384.pdf
Approved	Application - Specific Project/Client Excess - Professional Liability insurance	PF-22385	(11/06)	Application/ New Binder/Enrollment		0.00	Specific Project Client Excess Application_PPF22385.pdf
Approved	Construction Management - Design/Build Supplemental Application	PF-22386	(11/06)	Application/ New Binder/Enrollment		0.00	Construction Mgmt-Design Build Suppl Appl_PPF22386.pdf
Approved	Supplemental Additional Limit of Liability Questionnaire	PF-22387	(11/06)	Other New		0.00	Suppl Additional Limit of Liability Quest_PPF22387.pdf
Approved	ACE Advantage Professional Liability Policy for Design	PF-14373a	(11/06)	Policy/Coverage Form Replaced	PF-14373 (07/03)	0.00	AE Policy_PPF14373a.pdf

Professionals						
Approved	ACE Advantage Professional Liability policy for Design Professionals Declarations	PF-14382a	(11/06)	Declaration Replaced s/Schedule	PF-14382 (07/03) 0.00	AE Declarations _PF14382a.pdf
Approved	Additional Insured - Vicarious Liability Endorsement	PF-14506a	(11/06)	Endorsement/Amendment/Conditions	PF-14506 (03/03) 0.00	Additional Insured-Vicarious Liability_PF14506a.pdf
Approved	Additional Insured - vicarious Liability, Project Specific Endorsement	PF-14507a	(11/06)	Endorsement/Amendment/Conditions	PF-14507 (03/03) 0.00	Additional Insured-Vicarious Liability Project Specific_PF14507a.pdf
Approved	Additional Insured Endorsement	PF-14508a	(11/06)	Endorsement/Amendment/Conditions	PF-14508 (03/03) 0.00	Additional Insured_PF14508a.pdf
Approved	Annual Reinstatement of Limits Endorsement	PF-14516b	(11/06)	Endorsement/Amendment/Conditions	PF-14516 (03/03) 0.00	
Approved	Specific Professional Services Exclusion Endorsement	PF-14520a	(11/06)	Endorsement/Amendment/Conditions	PF-14520 (03/03) 0.00	Specific Professional Services Exclusion_P F14520a.pdf
Approved	Claims Mediation Endorsement	PF-14524a	(11/06)	Endorsement/Amendment/Conditions	PF-14524 (03/03) 0.00	Claims Mediation_P F14524a.pdf
Approved	Termination of the Policy by the Insurer Endorsement (Material Misrepresentation , Unpaid Premium)	PF-14527a	(11/06)	Endorsement/Amendment/Conditions	PF-14527 (03/03) 0.00	Termination of the Policy by Insurer-Material Misrep, Unpaid Prem_PF14527a.pdf
Approved	Limits of Liability -	PF-	(11/06)	Endorsement/Amendment/Conditions	PF-14528 (03/03) 0.00	Limit of

	Specific Professional Services Endorsement	14528a		nt/Amendment/Conditions			Liability-Specific Professional Services_PF14528a.pdf
Approved	Additional Limits of Liability & Amend Retro Date - Specific Projects	PF-14529a	(11/06)	Endorsement Replaced/Amendment/Conditions	PF-14529 (03/03)	0.00	Additional Limits of Liability & Amend Retro Date-Specific Projects_PF14529a.pdf
Approved	Notice of Termination Endorsement	PF-14533a	(11/06)	Endorsement Replaced/Amendment/Conditions	PF-14533 (03/03)	0.00	Notice of Termination_PF14533a.pdf
Approved	Specific Projects - Deductible Gap Endorsement	PF-14534a	(11/06)	Endorsement Replaced/Amendment/Conditions	PF-14534 (03/03)	0.00	Specific Projects-Deductible Gap_PF14534a.pdf
Approved	Aggregate Retention with Maintenance Endorsement	PF-14536a	(11/06)	Endorsement Replaced/Amendment/Conditions	PF-14536 (03/03)	0.00	Aggregate Retention With Maintenance_PF14536a.pdf
Approved	Audit Rate Endorsement	PF-14539a	(11/06)	Endorsement Replaced/Amendment/Conditions	PF-14539 (03/03)	0.00	Audit Rate_PF14539a.pdf
Approved	Additional Insured - Client Blanket Endorsement	PF-14541a	(11/06)	Endorsement Replaced/Amendment/Conditions	PF-14541 (03/03)	0.00	Additional Insured-Client Blanket_PF14541a.pdf
Approved	Contractors' Pollution Liability (Specified Insureds)	PF-14542a	(11/06)	Endorsement Replaced/Amendment/Conditions	PF-14542 (03/03)	0.00	Contractors Pollution Liability_Specified Insureds_PF14542a.pdf
Approved	Free Pre-Claim Assistance	PF-14543a	(11/06)	Endorsement Replaced/Amendment	PF-14543 (03/03)	0.00	Free Pre-Claim

	Deleted			ent/Condi tions			Assistance Deleted_PF1 4543a.pdf
Approved	Fungi Sublimit	PF- 14548a	(11/06)	Endorseme Replaced nt/Amendm ent/Condi tions	PF-14548 (03/03)	0.00	Fungi Sublimit_PF 14548a.pdf
Approved	Retroactive Date Amended	PF- 14555a	(11/06)	Endorseme Replaced nt/Amendm ent/Condi tions	PF-14555 (03/03)	0.00	Retroactive Date Amended_P F14555a.pdf
Approved	Subcontracted Design professional Insurance Endorsement	PF- 14556a	(11/06)	Endorseme Replaced nt/Amendm ent/Condi tions	PF-14556 (03/03)	0.00	Subcontract ed Design Professional Insurance_P F14556a.pdf
Approved	Retention - Blanket Reimbursement	PF- 17932a	(11/06)	Endorseme Replaced nt/Amendm ent/Condi tions	PF-17932 (02/05)	0.00	Retention- Blanket Reimburse ment_PF1793 2a.pdf
Approved	Amended Premium - Optional Extended Reporting Period	PF-22388	(11/06)	Endorseme Withdrawn nt/Amendm ent/Condi tions	03-PR-273	0.00	Amended Premium- Optional ERP_PF223 88.pdf
Approved	Bordereau Reporting for Claims Within Retention	PF-22390	(11/06)	Endorseme New nt/Amendm ent/Condi tions		0.00	Bordereau Reporting For Claims Within Retention_P F22390.pdf
Approved	Choice of Counsel Endorsement - Blanket	PF-22391	(11/06)	Endorseme New nt/Amendm ent/Condi tions		0.00	Choice of Counsel _Blanket__P F22391.pdf
Approved	Choice of Counsel - Endorsement - Specified Counsel	PF-22392	(11/06)	Endorseme New nt/Amendm ent/Condi tions		0.00	Choice of Counsel _Specified__ PF22392.pdf
Approved	Cost Estimate Exclusion	PF-22393	(11/06)	Endorseme New nt/Amendm ent/Condi tions		0.00	Cost Estimate Exclusion_P F22393.pdf

Approved	Defense and Settlement	PF-22394 (11/06)	Endorsement/Amendment/Conditions	New	0.00	Defense and Settlement _Section C Revised__PF22394.pdf
Approved	Defense and Settlement - Consent to Settle (50% Defense Costs)	PF-22395 (04/07)	Endorsement/Conditions	New	0.00	Defense and Settlement Consent to Settle _50% Def Costs__PF22395.pdf
Approved	Defense and Settlement - Consent to Settle (50% Loss)	PF-22396 (04/07)	Endorsement/Conditions	New	0.00	Defense and Settlement Consent to Settle _50% Loss__PF22396.pdf
Approved	Discrimination Exclusion Amended	PF-22397 (11/06)	Endorsement/Conditions	New	0.00	Discrimination Exclusion Amended_P F22397.pdf
Approved	Endorsement Removal	PF-22398 (11/06)	Endorsement/Conditions	New	0.00	Endorsement Removal_P F22398.pdf
Approved	Failure of General Contractor or Construction Manager at Risk to Complete Project or Professional Services on Schedule Exclusion	PF-22399 (11/06)	Endorsement/Conditions	New	0.00	Failure of Contractor Constr Mgr to Complete on Sched Excl_P F22399.pdf
Approved	Intellectual Property Exclusion	PF-22400 (11/06)	Endorsement/Conditions	New	0.00	Intellectual Property Exclusion_P F22400.pdf
Approved	Limit of Liability - Future Claims, Effective Date, P&P	PF-22401 (11/06)	Endorsement/Conditions	New	0.00	Limit of Liability- Future Claims,

Endorsement				Effective Date, P&P_PF22401.pdf
Approved	Limit of Liability - Future Claims, Specified Date, P&P Endorsement	PF-22402 (11/06)	Endorsement/New Amendment/Conditions	0.00 Limit of Liability-Future Claims, Specified Date, P&P_PF22402.pdf
Approved	Prior Knowledge Exclusion Deleted	PF-22403 (11/06)	Endorsement/New Amendment/Conditions	0.00 Prior Knowledge Exclusion Deleted_PF22403.pdf
Approved	Prior or Pending Proceeding Date	PF-22404 (11/06)	Endorsement/New Amendment/Conditions	0.00 Prior or Pending Proceeding Date Amended_PF22404.pdf
Approved	Prior or Pending Proceeding Date Amended - Specified Insured	PF-22405 (11/06)	Endorsement/New Amendment/Conditions	0.00 Prior or Pending Proceeding Date Amended-Specified Insured_PF22405.pdf
Approved	Retention (Split Retention For Defense costs & "Loss Other Than Defense Costs")	PF-22406 (11/06)	Endorsement/New Amendment/Conditions	0.00 Retention_Split Def Costs + Loss Other Than Defense Costs__PF22406.pdf
Approved	Retention Amended - Contractual Limitation on Liability	PF-22407 (11/06)	Endorsement/New Amendment/Conditions	0.00 Retention Amended-Contractual Limitation on Liability_PF22407.pdf
Approved	Retroactive Date	PF-22408 (11/06)	Endorsement/New	0.00 Retroactive

	- Specific Projects		nt/Amendment/Conditions		Date Amended-Specific Projects_PF22408.pdf
Approved	Retroactive Date Amended - Specified Insured	PF-22409 (11/06)	Endorsement New nt/Amendment/Conditions	0.00	Retroactive Date Amended-Specified Insured_PF22409.pdf
Approved	Safety Precautions or Programs Exclusion (With Carveback)	PF-22410 (11/06)	Endorsement New nt/Amendment/Conditions	0.00	Safety Precautions Or Programs Exclusion _With Carveback_ _PF22410.pdf
Approved	Silica, Dust, And Particulate Matter Exclusion	PF-22411 (11/06)	Endorsement New nt/Amendment/Conditions	0.00	Silica, Dust, and Particulate Matter Exclusion_P F22411.pdf
Approved	Termination of the Policy Amended - Renewal Term Endorsement	PF-22412 (11/06)	Endorsement New nt/Amendment/Conditions	0.00	Termination Amended-Renewal Term Endorsement_P F22412.pdf
Approved	Termination of the Policy	PF-22413 (11/06)	Endorsement New nt/Amendment/Conditions	0.00	Termination Amended_P F22413.pdf
Approved	Territory Amended (Worldwide Coverage)	PF-22414 (11/06)	Endorsement New nt/Amendment/Conditions	0.00	Territory Amended Worldwide_ PF22414.pdf
Approved	Territory Amended (Worldwide Coverage, No Duty to Defend	PF-22415 (11/06)	Endorsement New nt/Amendment/Conditions	0.00	Territory Amended Worldwide _No Duty To Defend for

	For Insurer)				Insurer__PF 22415.pdf
Approved	Waiver of Application	PF-22416 (11/06)	Endorseme New nt/Amendm ent/Condi ons	0.00	Waiver of Application_ PF22416.pdf
Approved	Retention (First Dollar Defense)	PF-22617 (11/06)	Endorseme New nt/Amendm ent/Condi ons	0.00	Retention _First Dollar Defense__P F22617.pdf
Approved	Terrorism Exclusion Endorsement	PF-14282 (03/03)	Endorseme Withdrawn nt/Amendm ent/Condi ons	03-PR-273(F) 0.00	
Approved	Terrorism Limits Endorsement	PF-14283 (03/03)	Endorseme Withdrawn nt/Amendm ent/Condi ons	03-PR-273(F) 0.00	
Approved	Insured Coinsurance Defense Expenses Only Endorsement	PF-14517 (03/03)	Endorseme Withdrawn nt/Amendm ent/Condi ons	03-PR-273(F) 0.00	
Approved	Insured Coinsurance Endorsement	PF-14518 (03/03)	Endorseme Withdrawn nt/Amendm ent/Condi ons	03-PR-273(F) 0.00	
Approved	Limitation of Liability Contractual Condition Endorsement	PF-14530 (03/03)	Endorseme Withdrawn nt/Amendm ent/Condi ons	03-PR-273(F) 0.00	
Approved	Project Coverage - Excess Liability Endorsement	PF-14535 (03/03)	Endorseme Withdrawn nt/Amendm ent/Condi ons	03-PR-273(F) 0.00	
Approved	Nuclear Facility Exclusion Endorsement	PF-14540 (03/03)	Endorseme Withdrawn nt/Amendm ent/Condi ons	03-PR-273(F) 0.00	
Approved	Predecessor Position Professional Liability Endorsement	PF-14553 (03/03)	Disclosure/ Withdrawn Notice	03-PR-273(F) 0.00	

Approved	Arkansas Notice to Policyholders	ALL2Y31a (02/06)	Disclosure/ New Notice		0.00
Approved	Annual Reinstatement of Limits Endorsement - Arkansas	PF-22570 (05/07)	Endorsement/Amendment/Conditions	PF-14516a-AR (04/04)	0.00
Approved	Amendatory Endorsement - Arkansas	PF-15484 (04/04)	Endorsement/Amendment/Conditions		0.00
Approved	Amended Premium - Optional Extended Reporting Period	PF-22571 (11/06)	Endorsement/Amendment/Conditions	PF-22388 (11/06)	0.00



ACE Advantage[®]

Professional Liability Policy For Design Professionals Application

PLEASE ANSWER ALL QUESTIONS COMPLETELY. IF THERE IS INSUFFICIENT SPACE TO COMPLETE AN ANSWER, PLEASE CONTINUE ON A SEPARATE SHEET OF THE FIRM'S LETTERHEAD. INDICATE NUMBER OF QUESTION. THIS FORM MUST BE COMPLETED, SIGNED, AND DATED BY A PRINCIPAL, PARTNER OR OFFICER OF THE FIRM. PLEASE TYPE OR PRINT.

NOTE:

THE INSURANCE FOR WHICH YOU ARE APPLYING IS WRITTEN ON A CLAIMS MADE AND REPORTED BASIS; ONLY CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE, ARE COVERED SUBJECT TO THE POLICY PROVISIONS.

THE LIMITS OF LIABILITY STATED IN THE POLICY ARE REDUCED, AND MAY BE EXHAUSTED, BY CLAIMS EXPENSES. CLAIMS EXPENSES ARE ALSO APPLIED AGAINST YOUR DEDUCTIBLE, IF ANY. IF YOU HAVE ANY QUESTIONS ABOUT COVERAGE, PLEASE DISCUSS THEM WITH YOUR INSURANCE AGENT.

FIRM BACKGROUND

1. **Name of Applicant:** _____
 Address: _____
 City: _____ State: _____ Zip Code: _____ Telephone: _____
 Insurance Contact: _____ email: _____ Fax: _____
 Website: _____

On a separate sheet, please list branch offices and a chronological listing and description of additional named insureds for which coverage is requested.

2. **Date applicant firm was established:** ____/____/____

3. **Has the name of the firm ever changed, or has any merger or consolidation ever taken place?**
 Yes No If Yes, please describe (including dates).

4. **Staffing**

Personnel:	Licensed	Non-Licensed
Principal, Partner, Officer, or Director		
Technical (other than above)		
Support/Clerical		
TOTAL		

Please provide resumes of Principals, Partners, Officers, Directors and/or key personnel

5. **Does the firm wholly or partly own or control, or is it related to, another entity?** Yes No
Is the firm wholly or partly owned or controlled by another entity? Yes No
 If Yes, please provide complete details.

FIRM PROFILE

6. **Geographic Extent of Services** _____% Domestic _____% Foreign
Please provide geographic locations of all foreign projects.

7. **Identify the approximate percentage of Professional Services performed by State.**

STATE:	%	STATE:	%	STATE:	%
STATE:	%	STATE:	%	STATE:	%
STATE:	%	STATE:	%	STATE:	%

8. **Gross Billings:**

Please provide Gross Billings derived from Professional Services for the **reporting periods (12 months) specified below**, whether or not collected, **including fees paid to consultants**.
(Newly established firms should use an estimate for the upcoming 12 month period).

	Second Most Recently Completed Reporting Year / / to / /	Most Recently Completed Year Reporting Period / / to / /	Estimated Current Year Reporting Period / / to / /
Projects insured under separate project policies*	\$	\$	\$
Projects permanently abandoned*	\$	\$	\$
Feasibility studies, reports and opinions	\$	\$	\$
Fees paid to subconsultants	\$	\$	\$
Direct reimbursables	\$	\$	\$
All other billings	\$	\$	\$
Approximate Construction Values	\$	\$	\$

* Provide details on a separate sheet

9. **Total Gross Billings for estimated upcoming Reporting Year:** \$ _____

10. **Professional Services:**

Based on the firm's Billings, please indicate the approximate percentage of Professional Services listed below which are performed by the firm. **Do not include services of the firm's sub consultants.**
(Note: this section should total 100%)

Acoustical Engineering	%	Forensic Engineering	%	Process Engineering	%
Architecture	%	HVAC Engineering	%	Soils/Geotechnical Engineering	%
Civil Engineering	%	Interior design	%	Structural Engineering	%
Communication Engineering	%	Laboratory Testing	%	Traffic/Transportation	%
Construction Management (Agency)	%	Land Surveying	%	Other (describe below)	
Construction Management (At Risk)	%	Landscape Architecture	%		%
Electrical Engineering	%	Master Planning	%		%
Environmental Engineering	%	Mechanical Engineering	%		%

11. **Subcontracted Services:**

a) Does the firm subcontract Professional Services? Yes No
b) Please describe Professional Services subcontracted.

c) _____
Indicate percentage of subconsultants that maintain Professional Liability Insurance %

12. **Activities:**

Based on the firm's Gross Billings, indicate the approximate percentage of activities listed below which the firm or its sub consultants and/or subcontractors are involved. **(Note: This section need not total 100%)**

Building Information Modeling (BIM)	%	Inspection Services: Home and Commercial Real Estate	%
Construction/Erection/Fabrication/Installation	%	Site Development/Staking	%
Design/Manufacture/Sale/Distribution of products	%	Mold Related Services to include identification & abatement	%
Environmental Audits (Phase I & II)	%	Subsurface Surveys/Utility Location	%
Foundation/Substructure	%	Value Engineering	%

13. **Project Type:**

Based on the firm's Gross Billings, indicate the approximate percentage of the projects listed below in which the firm is engaged. **(Note: This section should total 100%)**

Airports	%	Manufacturing/Industrial	%	Roads/Highways	%
Apartments	%	Mass Transit	%	Schools/Colleges	%
Amusement Rides	%	Multi-family/HUD	%	Sewage Systems	%
Arenas/Stadiums	%	Municipal Buildings	%	Shopping Center/Retail	%
Bridges	%	Nuclear/Atomic	%	Single Family Houses: Subdivision	%
Convention Centers	%	Office Buildings	%	Single Family Houses: Custom	%
Correctional Facilities	%	Parking Structures	%	Superfund Sites	%
Courts/Justice	%	Pipelines/Petro-Chemical	%	Tunnels	%
Harbors/Piers/Dams	%	Pools	%	Warehouses	%
Hospitals/HealthCare	%	Quarries/Mines	%	Wastewater Treatment Plants	%
Hotels/Motels	%	Recreation/Sports	%	Water Systems	%
Industrial Waste Water Systems	%	Religious	%	Utilities	%
Landfills	%	Condominiums/Townhouses	%	Other (describe below)	
Libraries	%				%

14. **Condominiums/Townhouses:**

In the past ten years, has the firm, or any of its predecessors, provided Professional Services on any type of residential or mixed use Condominium or Townhouse project? Yes No

If yes, please indicate the approximate date(s) of such services and the number of projects and total construction value for these projects.

Number of Projects	Total Construction Value	Year of Last Project
0-3	\$0 - \$1,000,000	
4-7	\$1,000,001 - \$5,000,000	
8-15	\$5,000,001 - \$25,000,000	
OVER 15	OVER \$25,000,000	

15. **Contractual Responsibility/Project Delivery:**

Based on the firm's Gross Billings, indicate the approximate percentage of contractual responsibility undertaken, based on the following categories. **(Note: This section should total 100%)**

Design only, with no construction phase responsibility	%
Design with Observation of Construction duties	%
Observation of Construction only	%
Design with Construction responsibility (Construction in-house or subcontracted) *	%
Construction with Design responsibility (All Design subcontracted) *	%
Fast Track	%
Other (Describe)	%
Total	100%

****If the percentage is greater than 15% in any of these categories either individually or cumulatively, please complete the supplemental Construction Management - Design/Build application.***

16. Client Type:

Based on the firm's Gross Billings, indicate the approximate percentage of Professional Services derived from the following client category. **(Note: This section should total 100%)**

Attorneys	%	Governmental – Other	%	Other Design Professionals	%
Commercial	%	Industrial	%	Real Estate Developers	%
Contractors	%	Institutional	%	Other (describe below)	
Governmental – Federal	%	Lending Institutions	%		%

17. Indicate the approximate percentage of your Gross Billings derived from repeat clients _____%

18. Does any one contract or client represent more than 50% of annual Gross Billings?

Yes **No** If Yes, please describe.

19. Joint Ventures:

Does the firm participate in Joint Ventures? **Yes** **No**

If Yes, please describe the firm's involvement on a separate sheet of paper, if necessary.

20. Largest Active Projects:

Please list the firm's three largest active projects.

Project Name	Location	Structure Type	Services	Fees	C.V.
1.					
2.					
3.					

LOSS PREVENTION/RISK MANAGEMENT

21. Does the firm use written agreements on every project? **Yes** **No** If No, please describe.

22. Does the firm have legal counsel or insurance professionals review written agreements prior to implementing? **Yes** **No**

23. Has the firm been successful in implementing Limitation of Liability clauses in its professional service agreements? **Yes** **No** If Yes, please indicate the approximate percentage of executed contracts containing these clauses. _____%.

24. Has the firm participated in a "Peer Review" sponsored by the AIA, NSPE or other organization?
 Yes **No** If Yes, when was this last completed _____/_____/_____.

25. Does the firm have a written in-house quality control procedure? **Yes** **No**
 If Yes, when was this last updated? _____/_____/_____.

26. Does the firm have an in-house program for continuing education for employees? **Yes** **No**

27. List professional society memberships: ASCE AIA ASLA ASME CMAA DBIA
 NSPE Other (please specify): _____

CLAIMS AND/OR CIRCUMSTANCES THAT MAY GIVE RISE TO A CLAIM INFORMATION

28. Have any claims been made or legal action been brought against the firm, it's predecessor(s), any past or present principals, partners, directors, or officers in the past ten years? Yes No
- If yes, please provide the following details:
 - Claimant or plaintiff and project name.
 - Allegations.
 - If an active claim, please provide the insurance company reserves, expenses paid to date, and claim status.
 - If closed, please provide the date closed and total expenses and damages paid.

IT IS UNDERSTOOD AND AGREED THAT IF ANY SUCH CLAIMS EXIST, OR ANY SUCH FACTS OR CIRCUMSTANCES EXIST WHICH COULD GIVE RISE TO A CLAIM, THEN THOSE CLAIMS AND ANY OTHER CLAIMS ARISING FROM SUCH FACTS OR CIRCUMSTANCES ARE EXCLUDED FROM THE PROPOSED INSURANCE.

29. After inquiry, do any partners, principals, directors, officers, or employees of the firm for which coverage is sought, have knowledge of any act, error or omission, unresolved job dispute (including fee disputes), accident or any other circumstance that is or could be the basis for a claim under this proposed insurance policy? Yes No
- If yes, please provide details on a separate sheet including project name, and potential claimant, dates, and damages.

IT IS UNDERSTOOD AND AGREED THAT IF SUCH KNOWLEDGE OR INFORMATION EXISTS, ANY CLAIM ARISING THEREFROM IS EXCLUDED FROM THIS INSURANCE.

INSURANCE DETAILS

30. PROFESSIONAL LIABILITY INSURANCE HISTORY:

- a) Please provide a recent history of the firm's professional liability insurance coverage.

Insurance Company	Policy Period	Limit	Deductible	Premium

- b) Retroactive Date on current policy is ____/____/____
c) Does your current policy afford First Dollar Expense Deductible coverage? Yes No

31. GENERAL LIABILITY INSURANCE DETAILS:

- a) Please provide details on your current General Liability insurance policy.

Insurance Company	Policy Period	Limits	Type of Coverage

- b) Does your General Liability insurance provide pollution coverage? Yes No
If Yes, please describe.

32. **Has the firm or any of its predecessors, provided or plan to provide in the future any security and/or terrorism related consulting, design, or testing services, including but not limited to terrorism proof designs, threat assessment, blast-resistant design, evacuation plans and/or defensive architecture?**

Yes No

If yes, please provide details on a separate sheet including project name and services provided.

ATTACHMENTS

Please attach the following information:

- Please provide the firm's most recent audited financial reports.
- Statement of Qualifications, including resumes of key company personnel and marketing brochures
- Please provide a summary of the ten (10) largest completed projects in the past five (5) years. Include Professional Services performed and type of structure.
- Copy of Standard client and sub consultant/subcontractor agreement form(s).

FRAUD WARNING STATEMENTS

ARKANSAS, LOUISIANA AND WEST VIRGINIA 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.

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.

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.

FLORIDA APPLICANTS: Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application (or any supplemental application, questionnaire or similar document) containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

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.

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.

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.

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.

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 claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

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.

OKLAHOMA APPLICANTS: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

OREGON APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or another person, files an application for insurance or statement of claim containing any materially false information, or conceals information for the purpose of misleading, commits a fraudulent insurance act, which may be a crime and may subject such person to criminal and civil penalties.

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.

TENNESSEE, VIRGINIA AND WASHINGTON 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.

ALL OTHER APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON, FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS INFORMATION FOR THE PURPOSE OF MISLEADING, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO ALL APPLICANTS - PLEASE READ CAREFULLY

THE COVERAGE APPLIED FOR IS SOLELY AS STATED IN THE POLICY, AND THIS APPLICATION FORM, WHICH PROVIDES COVERAGE ON A CLAIMS MADE AND REPORTED BASIS FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE.

I/WE HEREBY DECLARE THAT THE ABOVE STATEMENTS AND PARTICULARS TOGETHER WITH ANY ATTACHED DOCUMENTS ARE TRUE AND THAT I/WE HAVE NOT SUPPRESSED OR MISREPRESENTED ANY MATERIAL FACTS. I/WE AGREE THAT THIS APPLICATION, IF THE INSURANCE COVERAGE APPLIED FOR IS WRITTEN, SHALL BE THE BASIS OF THE CONTRACT WITH THE INSURANCE COMPANY, AND BE DEEMED TO BE A PART OF THE POLICY TO BE ISSUED AS IF PHYSICALLY ATTACHED THERETO. I/WE HEREBY AUTHORIZE THE RELEASE OF CLAIMS INFORMATION FROM ANY PRIOR INSURERS TO ACE USA, UNDERWRITERS FOR THE COMPANIES.

IT IS UNDERSTOOD AND AGREED THAT THE COMPLETION OF THIS APPLICATION DOES NOT BIND THE INSURANCE COMPANY TO SELL NOR THE APPLICANT TO PURCHASE THE INSURANCE.

Name: _____ Title: _____
Signature: _____ Date: _____
(Principal, Partner, or Officer)

Note: This application must be reviewed, signed and dated by a principal, partner or officer of the applicant firm.

FOR FLORIDA APPLICANTS ONLY:

Agent Name: _____

Agent License Identification Number: _____

FOR IOWA APPLICANTS ONLY:

Broker: _____

Address: _____

FOR ARKANSAS, MISSOURI AND WYOMING APPLICANTS ONLY:

PLEASE ACKNOWLEDGE AND SIGN THE FOLLOWING DISCLOSURE TO YOUR APPLICATION FOR INSURANCE:

I UNDERSTAND AND ACKNOWLEDGE THAT THE POLICY FOR WHICH I AM APPLYING CONTAINS A DEFENSE WITHIN LIMITS PROVISION WHICH MEANS THAT CLAIMS EXPENSES WILL REDUCE MY LIMITS OF LIABILITY AND MAY EXHAUST THEM COMPLETELY. SHOULD THAT OCCUR, I SHALL BE LIABLE FOR ANY FURTHER CLAIMS EXPENSES AND DAMAGES.

Name: _____ Title: _____

Signature: _____ Date: _____
(Principal, Partner, or Officer)



ACE Advantage[®]

Professional Liability Policy For Design Professionals Renewal Application

PLEASE ANSWER ALL QUESTIONS COMPLETELY. IF THERE IS INSUFFICIENT SPACE TO COMPLETE AN ANSWER, PLEASE CONTINUE ON A SEPARATE SHEET OF THE FIRM'S LETTERHEAD. INDICATE NUMBER OF QUESTION. THIS FORM MUST BE COMPLETED, SIGNED, AND DATED BY A PRINCIPAL, PARTNER OR OFFICER OF THE FIRM. PLEASE TYPE OR PRINT.

NOTE:

THE INSURANCE FOR WHICH YOU ARE APPLYING IS WRITTEN ON A CLAIMS MADE AND REPORTED BASIS; ONLY CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE, ARE COVERED SUBJECT TO THE POLICY PROVISIONS.

THE LIMITS OF LIABILITY STATED IN THE POLICY ARE REDUCED, AND MAY BE EXHAUSTED, BY CLAIMS EXPENSES. CLAIMS EXPENSES ARE ALSO APPLIED AGAINST YOUR DEDUCTIBLE, IF ANY. IF YOU HAVE ANY QUESTIONS ABOUT COVERAGE, PLEASE DISCUSS THEM WITH YOUR INSURANCE AGENT.

FIRM BACKGROUND

1. **Name of Applicant:** _____
 Address: _____
 City: _____ State: _____ Zip Code: _____ Telephone: _____
 Insurance Contact: _____ email: _____ Fax: _____
 Website: _____

On a separate sheet, please list branch offices and a chronological listing and description of additional named insureds for which coverage is requested.

2. **Has the name of the firm ever changed, or has any merger or consolidation taken place in the past 12 months?**

Yes No If Yes, please describe (including dates).

3. **Does the firm wholly or partly own or control, or is it related to, another entity?** Yes No
Is the firm wholly or partly owned or controlled by another entity? Yes No

Please provide complete details.

FIRM PROFILE

4. **Geographic Extent of Services** _____% Domestic _____% Foreign
 Please provide geographic locations of all foreign projects.

5. **Identify the approximate percentage of Professional Services performed by State.**

STATE:	%	STATE:	%	STATE:	%
STATE:	%	STATE:	%	STATE:	%
STATE:	%	STATE:	%	STATE:	%

6. **Gross Billings:**

Please provide Gross Billings derived from Professional Services for the **past reporting periods (12 months) specified below**, whether or not collected, **including fees paid to consultants**. (Newly established firms should use an estimate for the upcoming 12 month period).

	Second Most Recently Completed Reporting Year / / to / /	Most Recently Completed Year Reporting Period / / to / /	Estimated Current Year Reporting Period / / to / /
Projects insured under separate project policies*	\$	\$	\$
Projects permanently abandoned*	\$	\$	\$
Feasibility studies, reports and opinions	\$	\$	\$
Fees paid to subconsultants	\$	\$	\$
Direct reimbursables	\$	\$	\$
All other billings	\$	\$	\$
Approximate Construction Values	\$	\$	\$

* Provide details on a separate sheet

7. **Total Gross Billings for estimated upcoming Reporting Year:** \$ _____

8. **Professional Services:**

Based on the firm's Billings, please indicate the approximate percentage of Professional Services listed below which are performed by the firm. **Do not include services of the firm's sub consultants**. (Note: this section should total 100%)

Acoustical Engineering	%	Forensic Engineering	%	Process Engineering	%
Architecture	%	HVAC Engineering	%	Soils/Geotechnical Engineering	%
Civil Engineering	%	Interior design	%	Structural Engineering	%
Communication Engineering	%	Laboratory Testing	%	Traffic/Transportation	%
Construction Management (Agency)	%	Land Surveying	%	Other (describe below)	
Construction Management (At Risk)	%	Landscape Architecture	%		%
Electrical Engineering	%	Master Planning	%		%
Environmental Engineering	%	Mechanical Engineering	%		%

9. **Subcontracted Services:**

a) Does the firm subcontract Professional Services? Yes No

b) Please describe Professional Services subcontracted.

c) Indicate percentage of subconsultants that maintain Professional Liability Insurance _____ %

10. **Activities:**

Based on the firm's Gross Billings, indicate the approximate percentage of activities listed below which the firm or its sub consultants and/or subcontractors are involved. (Note: This section need not total 100%)

Building Information Modeling (BIM)	%	Inspection Services: Home and Commercial Real Estate	%
Construction/Erection/Fabrication/Installation	%	Site Development/Staking	%
Design/Manufacture/Sale/Distribution of products	%	Mold Related Services to include identification & abatement	%
Environmental Audits (Phase I & II)	%	Subsurface Surveys/Utility Location	%
Foundation/Substructure	%	Value Engineering	%

11. Project Type:

Based on the firm's Gross Billings, indicate the approximate percentage of the projects listed below in which the firm is engaged. **(Note: This section should total 100%)**

Airports	%	Manufacturing/Industrial	%	Roads/Highways	%
Apartments	%	Mass Transit	%	Schools/Colleges	%
Amusement Rides	%	Multi-family/HUD	%	Sewage Systems	%
Arenas/Stadiums	%	Municipal Buildings	%	Shopping Center/Retail	%
Bridges	%	Nuclear/Atomic	%	Single Family Houses: Subdivision	%
Convention Centers	%	Office Buildings	%	Single Family Houses: Custom	%
Correctional Facilities	%	Parking Structures	%	Superfund Sites	%
Courts/Justice	%	Pipelines/Petro-Chemical	%	Tunnels	%
Harbors/Piers/Dams	%	Pools	%	Warehouses	%
Hospitals/HealthCare	%	Quarries/Mines	%	Wastewater Treatment Plants	%
Hotels/Motels	%	Recreation/Sports	%	Water Systems	%
Industrial Waste Water Systems	%	Religious	%	Utilities	%
Landfills	%	Condominiums/ Townhouses	%	Other (describe below)	
Libraries	%				%

12. Condominiums/Townhouses:

In the past ten years, has the firm, or any of its predecessors, provided Professional Services on any type of residential or mixed use Condominium or Townhouse project? Yes No

If yes, please indicate the approximate date(s) of such services and the number of projects and total construction value for these projects.

Number of Projects	Total Construction Value	Year of Last Project
0-3	\$0 - \$1,000,000	
4-7	\$1,000,001 - \$5,000,000	
8-15	\$5,000,001 - \$25,000,000	
OVER 15	OVER \$25,000,000	

13. Contractual Responsibility/Project Delivery:

Based on the firm's Gross Billings, indicate the approximate percentage of contractual responsibility undertaken, based on the following categories. **(Note: This section should total 100%)**

Design only, with no construction phase responsibility	%
Design with Observation of Construction duties	%
Observation of Construction only	%
Design with Construction responsibility (Construction in-house or subcontracted) *	%
Construction with Design responsibility (All Design subcontracted) *	%
Fast Track	%
Other (Describe)	%
Total	100%

****If the percentage is greater than 15% in any of these categories either individually or cumulatively, please complete the supplemental Construction Management - Design/Build application.***

14. Client Type:

Based on the firm's Gross Billings, indicate the approximate percentage of Professional Services derived from the following client category. **(Note: This section should total 100%)**

Attorneys	%	Governmental – Other	%	Other Design Professionals	%
Commercial	%	Industrial	%	Real Estate Developers	%
Contractors	%	Institutional	%	Other (describe below)	
Governmental – Federal	%	Lending Institutions	%		%

15. Indicate the approximate percentage of your Gross Billings derived from repeat clients _____%

16. Does any one contract or client represent more than 50% of annual Gross Billings?

Yes No If Yes, please describe.

17. Joint Ventures:

Does the firm participate in Joint Ventures? Yes No

If Yes, please describe the firm's involvement on a separate sheet of paper, if necessary.

18. Largest Active Projects:

Please list the firm's three largest active projects.

Project Name	Location	Structure Type	Services	Fees	C.V.
1.					
2.					
3.					

LOSS PREVENTION/RISK MANAGEMENT

19. Does the firm use written agreements on every project? Yes No If No, please describe.

20. Does the firm have legal counsel or insurance professionals review written agreements prior to implementing? Yes No

21. Has the firm been successful in implementing Limitation of Liability clauses in its professional service agreements? Yes No If Yes, please indicate the approximate percentage of executed contracts containing these clauses. _____%.

22. Has the firm participated in a "Peer Review" sponsored by the AIA, NSPE or other organization?

Yes No If Yes, when was this last completed ____/____/____.

23. Does the firm have a written in-house quality control procedure? Yes No

If Yes, when was this last updated? ____/____/____.

24. Does the firm have an in-house program for continuing education for employees? Yes No

25. List professional society memberships: ASCE AIA ASLA ASME CMMA DBIA

NSPE Other (please specify): _____

INSURANCE DETAILS

26. GENERAL LIABILITY INSURANCE DETAILS:

a) Please provide details on your current General Liability insurance policy.

Insurance Company	Policy Period	Limits	Type of Coverage

- b) **Does your General Liability insurance provide pollution coverage?** Yes No
If Yes, please describe.

ATTACHMENTS

Please attach the following information:

- Please provide the firm's most recent audited financial reports.
- Statement of Qualifications, including resumes of key company personnel and marketing brochures.

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I/WE HEREBY DECLARE THAT THE ABOVE STATEMENTS AND PARTICULARS TOGETHER WITH ANY ATTACHED DOCUMENTS ARE TRUE AND THAT I/WE HAVE NOT SUPPRESSED OR MISREPRESENTED ANY MATERIAL FACTS. I/WE AGREE THAT THIS APPLICATION, IF THE INSURANCE COVERAGE APPLIED FOR IS WRITTEN, SHALL BE THE BASIS OF THE CONTRACT WITH THE INSURANCE COMPANY, AND BE DEEMED TO BE A PART OF THE POLICY TO BE ISSUED AS IF PHYSICALLY ATTACHED THERETO. I/WE HEREBY AUTHORIZE THE RELEASE OF CLAIMS INFORMATION FROM ANY PRIOR INSURERS TO ACE USA, UNDERWRITERS FOR THE COMPANIES.

IT IS UNDERSTOOD AND AGREED THAT THE COMPLETION OF THIS APPLICATION DOES NOT BIND THE INSURANCE COMPANY TO SELL NOR THE APPLICANT TO PURCHASE THE INSURANCE.

Name: _____ Title: _____

Signature: _____ Date: _____
(Principal, Partner, or Officer)

Note: This application must be reviewed, signed and dated by a principal, partner or officer of the applicant firm.

FOR FLORIDA APPLICANTS ONLY:

Agent Name: _____

Agent License Identification Number: _____

FOR IOWA APPLICANTS ONLY:

Broker: _____

Address: _____

FOR MISSOURI AND WYOMING APPLICANTS ONLY:

PLEASE ACKNOWLEDGE AND SIGN THE FOLLOWING DISCLOSURE TO YOUR APPLICATION FOR INSURANCE:

I UNDERSTAND AND ACKNOWLEDGE THAT THE POLICY FOR WHICH I AM APPLYING CONTAINS A DEFENSE WITHIN LIMITS PROVISION WHICH MEANS THAT CLAIMS EXPENSES WILL REDUCE MY LIMITS OF LIABILITY AND MAY EXHAUST THEM COMPLETELY. SHOULD THAT OCCUR, I SHALL BE LIABLE FOR ANY FURTHER CLAIMS EXPENSES AND DAMAGES.

Name: _____ Title: _____

Signature: _____ Date: _____
(Principal, Partner, or Officer)

6. **Professional Services:**

Based on the firm's Billings, please indicate the approximate percentage of Professional Services listed below which are performed by the firm. **Do not include services of the firm's sub consultants.**
(Note: this section should total 100%)

Acoustical Engineering	%	Forensic Engineering	%	Process Engineering	%
Architecture	%	HVAC Engineering	%	Soils/Geotechnical Engineering	%
Civil Engineering	%	Interior design	%	Structural Engineering	%
Communication Engineering	%	Laboratory Testing	%	Traffic/Transportation	%
Construction Management (Agency)	%	Land Surveying	%	Other (describe below)	
Construction Management (At Risk)	%	Landscape Architecture	%		%
Electrical Engineering	%	Master Planning	%		%
Environmental Engineering	%	Mechanical Engineering	%		%

7. **Project Type:**

Based on the firm's Gross Billings, indicate the approximate percentage of the projects listed below in which the firm is engaged. **(Note: This section should total 100%)**

Airports	%	Manufacturing/Industrial	%	Roads/Highways	%
Apartments	%	Mass Transit	%	Schools/Colleges	%
Amusement Rides	%	Multi-family/HUD	%	Sewage Systems	%
Arenas/Stadiums	%	Municipal Buildings	%	Shopping Center/Retail	%
Bridges	%	Nuclear/Atomic	%	Single Family Houses: Subdivision	%
Convention Centers	%	Office Buildings	%	Single Family Houses: Custom	%
Correctional Facilities	%	Parking Structures	%	Superfund Sites	%
Courts/Justice	%	Pipelines/Petro-Chemical	%	Tunnels	%
Harbors/Piers/Dams	%	Pools	%	Warehouses	%
Hospitals/HealthCare	%	Quarries/Mines	%	Wastewater Treatment Plants	%
Hotels/Motels	%	Recreation/Sports	%	Water Systems	%
Industrial Waste Water Systems	%	Religious	%	Utilities	%
Landfills	%	Condominiums/ Townhouses	%	Other (describe below)	
Libraries	%				%

8. **Other Activities:**

Based on the firm's Gross Billings, indicate the approximate percentage of activities listed below which the firm or its sub consultants and/or subcontractors are involved. **(Note: This section need not total 100%)**

Building Information Modeling (BIM)	%	Inspection Services: Home and Commercial Real Estate	%
Construction/Erection/Fabrication/Installation	%	Site Development/Staking	%
Design/Manufacture/Sale/Distribution of Products	%	Mold Related Services to include identification & abatement	%
Environmental Audits (Phase I & II)	%	Subsurface Surveys/Utility Location	%
Foundation/Substructure	%	Value Engineering	%

9. **Contractual Responsibility/Project Delivery:**

Based on the firm's Gross Billings, indicate the approximate percentage of contractual responsibility undertaken. **(Note: This section should total 100%)**

Design only, with no construction phase responsibility	%
Design with Observation of Construction duties	%
Observation of Construction only	%
Design with Construction responsibility (Construction in-house or subcontracted) *	%

Construction with Design responsibility (All Design subcontracted) *	%
Fast Track	%
Other (Describe)	%
Total	100%

**If the percentage is greater than 15% in any of these categories either individually or cumulatively, please complete the Supplemental Construction Management - Design/Build Application.*

LOSS PREVENTION/RISK MANAGEMENT

- 10. Indicate the approximate percentage of your Gross Billings derived from repeat clients _____%
- 11. Does the firm use written agreements on every project? Yes No
- 12. Does the firm have legal counsel or insurance professionals review written agreements prior to implementing? Yes No
- 13. Has the firm been successful in implementing Limitation of Liability clauses in its professional service agreements? Yes No If Yes, please indicate the approximate percentage of executed contracts containing these clauses. _____%.
- 14. Has the firm participated in a "Peer Review" sponsored by the AIA, NSPE or other organization? Yes No If Yes, when was this last completed? ____/____/____
- 15. Does the firm have a written in-house quality control procedure? Yes No If Yes, when was this last updated? ____/____/____
- 16. Does the firm have an in-house Continuing Education Program for Employees? Yes No
- 17. List professional society memberships:
 ASCE AIA ASLA ASME CMMA DBIA NSPE
 Other (please specify) _____

Subcontracted Services:

- 18. Does the firm subcontract Professional Services? Yes No
- 19. Indicate percentage of sub-consultants that maintain Professional Liability Insurance _____%

Joint Ventures:

- 20. Does the firm participate in Joint Ventures? Yes No
If Yes, please describe the firm's involvement on a separate sheet of paper, if necessary.

CLAIMS AND/ OR CIRCUMSTANCES THAT MAY GIVE RISE TO A CLAIM INFORMATION

- 21. Have any claims been made or legal action been brought against the firm, its predecessor(s), any past or present principals, partners, directors, or officers in the past **five** years? Yes No

The Total # of Claims Made	
The Total Amount Paid (Indemnity and Expenses)	\$

IT IS UNDERSTOOD AND AGREED THAT IF ANY SUCH CLAIMS EXIST, OR ANY SUCH FACTS OR CIRCUMSTANCES EXIST WHICH COULD GIVE RISE TO A CLAIM, THEN THOSE CLAIMS AND ANY OTHER CLAIMS ARISING FROM SUCH FACTS OR CIRCUMSTANCES ARE EXCLUDED FROM THE PROPOSED INSURANCE.

22. After inquiry, do any partners, principals, directors, officers, or employees of the firm for which coverage is sought, have knowledge of any act, error or omission, unresolved job dispute (including fee disputes), accident or any other circumstance that is or could be the basis for a claim under this proposed insurance policy? Yes No
 If yes, please provide details on a separate sheet including project name, and potential claimant, dates, and damages.

IT IS UNDERSTOOD AND AGREED THAT IF SUCH KNOWLEDGE OR INFORMATION EXISTS, ANY CLAIM ARISING THEREFROM IS EXCLUDED FROM THIS INSURANCE.

INSURANCE DETAILS

23. PROFESSIONAL LIABILITY INSURANCE HISTORY:

a) Please provide a recent history of the firm’s professional liability insurance coverage.

Insurance Company	Policy Period	Limit	Deductible	Premium

- b) Retroactive Date on current policy is / /
 c) Does your current policy afford First Dollar Expense Deductible coverage? Yes No

24. Please Provide a recent history of the firm’s General Liability Insurance.

Insurance Company	Policy Period	Limit	Deductible	Premium

25. Does the firm wholly or partly own or control, or is it related to, another entity? Yes No
 Is the firm wholly or partly owned or controlled by another entity? Yes No
 If Yes, please provide complete details.

26. Do you have any other entities schedule as “Additional Named Insureds” on your current policy?
 Yes No If Yes, please describe (including dates).
On a separate sheet, please list branch offices and a chronological listing and description of additional named insureds for which coverage is requested.

FRAUD WARNING STATEMENTS

ARKANSAS, LOUISIANA AND WEST VIRGINIA 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.

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.

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.

FLORIDA APPLICANTS: Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application (or any supplemental application, questionnaire or similar document) containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

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.

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.

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.

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.

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 claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

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.

OKLAHOMA APPLICANTS: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

OREGON APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or another person, files an application for insurance or statement of claim containing any materially false information, or conceals information for the purpose of misleading, commits a fraudulent insurance act, which may be a crime and may subject such person to criminal and civil penalties.

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.

TENNESSEE, VIRGINIA AND WASHINGTON 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.

ALL OTHER APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or another person, files an application for insurance or statement of claim containing any materially false information, or conceals information for the purpose of misleading, commits a fraudulent insurance act, which is a crime and may subject such person to criminal and civil penalties.

NOTICE TO ALL APPLICANTS - PLEASE READ CAREFULLY

THE COVERAGE APPLIED FOR IS SOLELY AS STATED IN THE POLICY, AND THIS APPLICATION FORM, WHICH PROVIDES COVERAGE ON A CLAIMS MADE AND REPORTED BASIS FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE.

I/WE HEREBY DECLARE THAT THE ABOVE STATEMENTS AND PARTICULARS TOGETHER WITH ANY ATTACHED DOCUMENTS ARE TRUE AND THAT I/WE HAVE NOT SUPPRESSED OR MISREPRESENTED ANY MATERIAL FACTS. I/WE AGREE THAT THIS APPLICATION, IF THE INSURANCE COVERAGE APPLIED FOR IS WRITTEN, SHALL BE THE BASIS OF THE CONTRACT WITH THE INSURANCE COMPANY, AND BE DEEMED TO BE A PART OF THE POLICY TO BE ISSUED AS IF PHYSICALLY ATTACHED THERETO. I/WE HEREBY AUTHORIZE THE RELEASE OF CLAIMS INFORMATION FROM ANY PRIOR INSURERS TO ACE USA, UNDERWRITERS FOR THE COMPANIES.

IT IS UNDERSTOOD AND AGREED THAT THE COMPLETION OF THIS APPLICATION DOES NOT BIND THE INSURANCE COMPANY TO SELL NOR THE APPLICANT TO PURCHASE THE INSURANCE.

Name: _____ Title: _____
Signature: _____ Date: _____
(Principal, Partner, or Officer)

Note: This application must be reviewed, signed and dated by a principal, partner or officer of the applicant firm.

FOR FLORIDA APPLICANTS ONLY:

Agent Name: _____
Agent License Identification Number: _____

FOR IOWA APPLICANTS ONLY:

Broker: _____
Address: _____

FOR ARKANSAS, MISSOURI AND WYOMING APPLICANTS ONLY:

PLEASE ACKNOWLEDGE AND SIGN THE FOLLOWING DISCLOSURE TO YOUR APPLICATION FOR INSURANCE:

I UNDERSTAND AND ACKNOWLEDGE THAT THE POLICY FOR WHICH I AM APPLYING CONTAINS A DEFENSE WITHIN LIMITS PROVISION WHICH MEANS THAT CLAIMS EXPENSES WILL REDUCE MY LIMITS OF LIABILITY AND MAY EXHAUST THEM COMPLETELY. SHOULD THAT OCCUR, I SHALL BE LIABLE FOR ANY FURTHER CLAIMS EXPENSES AND DAMAGES.

Name: _____ Title: _____
Signature: _____ Date: _____
(Principal, Partner, or Officer)



Application Specific Project/Client Excess Professional Liability Insurance

PLEASE ANSWER ALL QUESTIONS COMPLETELY. IF THERE IS INSUFFICIENT SPACE TO COMPLETE AN ANSWER, PLEASE CONTINUE ON A SEPARATE SHEET OF THE FIRM'S LETTERHEAD. INDICATE NUMBER OF QUESTION. THIS FORM MUST BE COMPLETED, SIGNED, AND DATED BY A PRINCIPAL, PARTNER OR OFFICER OF THE FIRM. PLEASE TYPE OR PRINT.

NOTE:

THE INSURANCE FOR WHICH YOU ARE APPLYING IS WRITTEN ON A CLAIMS MADE AND REPORTED BASIS; ONLY CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE, ARE COVERED SUBJECT TO THE POLICY PROVISIONS.

THE LIMITS OF LIABILITY STATED IN THE POLICY ARE REDUCED, AND MAY BE EXHAUSTED, BY CLAIMS EXPENSES. CLAIMS EXPENSES ARE ALSO APPLIED AGAINST YOUR DEDUCTIBLE, IF ANY. IF YOU HAVE ANY QUESTIONS ABOUT COVERAGE, PLEASE DISCUSS THEM WITH YOUR INSURANCE AGENT.

- | | |
|-----------------------------|---------------------|
| 1. Name of Applicant: _____ | Phone: (____) _____ |
| 2. Address: _____ | Fax: (____) _____ |
| _____ | E-Mail: _____ |
| _____ | Website: _____ |
3. Is the applicant the prime design firm on the project? Yes No

PROJECT INFORMATION

4. Name and location or address of project _____
5. Please supply a description of the project and the services that the applicant is to provide:

6. Name of Project owner: _____
7. If Not the Owner, Provide the Name of Client (By whom you are contracted):

GROSS RECEIPTS

- | | |
|--|----------|
| 8. Total estimate construction value of the project | \$ _____ |
| 9. Total estimated gross receipts from project to all design professional: | \$ _____ |
| 10. Total estimated gross receipts from project to applicant: | \$ _____ |
| 11. Total estimated gross receipts from project received by the applicant to date: | \$ _____ |
| 12. Total estimated gross receipts from project to applicant in next 12 months: | \$ _____ |

13. A) Give estimated beginning and completion dates for all design and construction phases, indicating gross receipts for each phase:
- | | Beginning
Dates | Completion
Dates | Gross
Receipts |
|------------------------------------|--------------------|---------------------|-------------------|
| Schematic Design Phase: | _____ | _____ | _____ |
| Design Development Phase: | _____ | _____ | _____ |
| Construction Management: | _____ | _____ | _____ |
| Bidding/Negotiation Phase: | _____ | _____ | _____ |
| Construction Administration Phase: | _____ | _____ | _____ |

- B) Is the project on schedule and budget? Yes No

SUBCONTRACTED SERVICES:

14. Will the applicant be subcontracting Professional Services? Yes No
 A) Please describe Professional Services subcontracted. _____
 B) Expected total fees from project to be paid to subconsultants: _____
 C) Does the applicant obtain certificates of insurance from all subcontractors and subconsultants?
 Yes No

DESIGN TEAM INFORMATION

For all "yes" answers to any of the following, please provide complete details by attachment.

15. Does the applicant or any member of the design team (including partners, officers, employees, parent or subsidiary firms):
 A) Have any equity interest in the project? Yes No
 B) Plan to engage in, or contract any actual construction on the project? Yes No
 C) Plan to manufacture, fabricate or supply any materials to be used on the project? Yes No
 D) Plan to participate in a joint venture for any activity on the project? Yes No
 E) Plan to arrange or procure financing for the project? Yes No
 16. Does the project owner plan to act as his own contractor on the project? Yes No
 17. Will applicant's client act as a contractor on the project? Yes No

18. **Indicate specific architectural/engineering discipline to be rendered (i.e., Civil, Structural, HVAC, etc.)**

Note: Sum of Percent of Total Professional Fees should equal 100% of fees shown in Question 10.

Firm Name and Address	Discipline	Percent of Total Professional Fees	Firm's Current Professional Liability Coverage
A) _____ _____ _____	_____	_____	Carrier: _____ Limit: _____ Deductible: _____
Check if hire by applicant _____			
B) _____ _____ _____	_____	_____	Carrier: _____ Limit: _____ Deductible: _____
Check if hire by applicant _____			
C) _____ _____ _____	_____	_____	Carrier: _____ Limit: _____ Deductible: _____
Check if hire by applicant _____			

Please list additional firms by attachment.

19. Please indicate Excess Limit requested:
 _____ XS _____
 _____ XS _____

20. Please advise the reason Specific Project/Client Excess Coverage is requested:

CLAIMS AND/OR CIRCUMSTANCES THAT MAY GIVE RISE TO A CLAIM INFORMATION

21. A) Has the applicant any knowledge of prior acts, errors or omissions which could reasonably be anticipated to be a basis for a claim against them or any other professional firms on this project? Yes No
- B) Have there been any significant issues or concerns raised by any of the key parties on the project regarding errors and omissions in the plans or delays on the project to date? Yes No
- C) Has the owner or contractor raised any concerns to date regarding the adequacy or timeliness of the professional services provided by the applicant, design team or construction manager on this project? Yes No
- D) Has the applicant any knowledge of prior acts, errors and omissions on any project which could reasonably be anticipated? If yes, please explain in detail. Yes No
-
-
-

IT IS UNDERSTOOD AND AGREED THAT IF SUCH KNOWLEDGE OR INFORMATION EXISTS, ANY CLAIM ARISING THEREFROM IS EXCLUDED FROM THIS INSURANCE.

FRAUD WARNING STATEMENTS

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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.

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ALL OTHER APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON, FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS INFORMATION FOR THE PURPOSE OF MISLEADING, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO ALL APPLICANTS – PLEASE READ CAREFULLY

THE COVERAGE APPLIED FOR IS SOLELY AS STATED IN THE POLICY, AND THIS APPLICATION FORM, WHICH PROVIDES COVERAGE ON A CLAIMS MADE AND REPORTED BASIS FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE.

I/WE HEREBY DECLARE THAT THE ABOVE STATEMENTS AND PARTICULARS TOGETHER WITH ANY ATTACHED DOCUMENTS ARE TRUE AND THAT I/WE HAVE NOT SUPPRESSED OR MISREPRESENTED ANY MATERIAL FACTS. I/WE AGREE THAT THIS APPLICATION, IF THE INSURANCE COVERAGE APPLIED FOR IS WRITTEN, SHALL BE THE BASIS OF THE CONTRACT WITH THE INSURANCE COMPANY, AND BE DEEMED TO BE A PART OF THE POLICY TO BE ISSUED AS IF PHYSICALLY ATTACHED THERETO. I/WE HEREBY AUTHORIZED THE RELEASE OF CLAIMS INFORMATION FROM ANY PRIOR INSURERS TO ACE USA, UNDERWRITERS FOR THE COMPANIES.

IT IS UNDERSTOOD AND AGREED THAT THE COMPLETION OF THIS APPLICATION DOES NOT BIND THE INSURANCE COMPANY TO SELL NOR THE APPLICANT TO PURCHASE THE INSURANCE.

Name: _____ Title: _____

Signature: _____ Date: _____
(Principal, Partner, or Officer)

Note: This application must be reviewed, signed and dated by a principal, partner or officer of the applicant firm.

FOR FLORIDA APPLICANTS ONLY:

Agent Name: _____

Agent License Identification Number: _____

FOR IOWA APPLICANTS ONLY:

Broker: _____

Address: _____

FOR ARKANSAS, MISSOURI AND WYOMING APPLICANTS ONLY:

PLEASE ACKNOWLEDGE AND SIGN THE FOLLOWING DISCLOSURE TO YOUR APPLICATION FOR INSURANCE:

I UNDERSTAND AND ACKNOWLEDGE THAT THE POLICY FOR WHICH I AM APPLYING CONTAINS A DEFENSE WITHIN LIMITS PROVISION WHICH MEANS THAT CLAIMS EXPENSES WILL REDUCE MY LIMITS OF LIABILITY AND MAY EXHAUST THEM COMPLETELY. SHOULD THAT OCCUR, I SHALL BE LIABLE FOR ANY FURTHER CLAIMS EXPENSES AND DAMAGES.

Name: _____ Title: _____

Signature: _____ Date: _____

(Principal, Partner, or Officer)



CONSTRUCTION MANAGEMENT – DESIGN/BUILD SUPPLEMENTAL APPLICATION

- a. Please answer all questions completely.
- b. If there is insufficient space to complete an answer, please continue on a separate sheet of the firm's letterhead. Indicate number of question.
- c. This form must be completed, signed, and dated by a principal, partner or officer of the firm.
- d. Please type or print.

1. Name of Applicant:

If the firm provides Construction Management services please respond to questions 2 - 6

2. Please provide fees derived from Professional Services for the current reporting period (12 months), whether or not collected, **including fees paid to consultants**.
(Newly established firms should use an estimate for the upcoming 12 month period)

REPORTING PERIOD	PROJECTED		CURRENT		1 YEAR PRIOR	
	Reporting Period / / to / /		Reporting Period / / to / /		Reporting Period / / to / /	
PROFESSIONAL FEES AND CONSTRUCTION VALUES	FEES	C.V.	FEES	C.V.	FEES	C.V.
Observation of Construction Only	\$	N/A	\$	N/A	\$	N/A
Construction Management "Agency" (no direct responsibility for construction)	\$	\$	\$	\$	\$	\$
Construction Management "At Risk" (direct responsibility for construction)	\$	\$	\$	\$	\$	\$
General Contracting Only	N/A	\$	N/A	\$	N/A	\$
Other (describe)	\$	\$	\$	\$	\$	\$
Total	\$	\$	\$	\$	\$	\$

3. Please indicate the approximate percentage of the firm's Construction Management activities listed below:

Cash Flow/Cash Management	%	Materials Testing	%
Constructability Reviews	%	Safety Services/Compliance	%
Contract Administration	%	Selection of Consultants/Contractors	%
CPM/Scheduling	%	Title Reviews	%
Estimating/Budgeting	%	Value Engineering	%
Feasibility Studies (describe)	%	Other (describe)	%
Inspection Services	%		%

4. Under what circumstances does the firm provide contract negotiation services for materials, labor or equipment?

5. Under what circumstances does the firm offer services relative to investment analysis (inclusive of market climate), financing alternatives, or securing or procuring real property?

6. Has the firm ever stopped work on a jobsite, without prior approval from the owner?
 Yes **No** (If yes, please explain).

If the firm provides Design/Build services please respond to questions 7 - 10

7. Please provide fees derived from Professional Services for the past reporting period (12 months), whether or not collected, **including fees paid to consultants**.
 (Newly established firms should use an estimate for the upcoming 12 month period)

REPORTING PERIOD	PROJECTED		CURRENT		1 YEAR PRIOR	
	Reporting Period / / to / /		Reporting Period / / to / /		Reporting Period / / to / /	
PROFESSIONAL FEES AND CONSTRUCTION VALUES	FEES	C.V.	FEES	C.V.	FEES	C.V.
Design Only (In-House) with No Construction Phase Responsibility	\$	\$	\$	\$	\$	\$
Design with Construction Responsibility (construction in-house or subcontracted)	\$	\$	\$	\$	\$	\$
Construction with Design Responsibility (all design subcontracted)	\$	\$	\$	\$	\$	\$
General Contracting Only	N/A	\$	N/A	\$	N/A	\$
Other (describe)	\$	\$	\$	\$	\$	\$
Total	\$	\$	\$	\$	\$	\$

8. What percentage of design services are performed by:
 The firm's employees? _____% subconsultants or subcontractors? _____%
9. Please indicate the approximate percentage of Professional Services listed below which are performed by the firm and/or the firm's subconsultants.

Architecture	%	Interior design	%	Soils Engineering	%
Civil Engineering	%	Laboratory Testing	%	Structural Engineering	%
Environmental Engineering	%	Land Surveying	%	Other (describe below)	
Electrical Engineering	%	Landscape Architecture	%		%
Forensic Engineering	%	Mechanical Engineering	%		%
HVAC Engineering	%	Process Engineering	%		%

10. Does the firm require professional liability insurance of its subcontractors or subconsultants who provide design services? **Yes** **No**

This supplemental application shall be maintained on file by the insurance company, shall be deemed attached as if physically attached to the proposed policy and shall be considered as incorporated into and constituting a part of the application and the proposed policy. It is understood and agreed that the completion of this application does not bind the insurance company to sell nor the applicant to purchase the insurance.

Name: _____ Title: _____

Signature: _____ Date: _____
 (Principal, Partner, or Officer)

Note: This application must be reviewed, signed and dated by a principal, partner or officer of the applicant firm.



Supplemental Additional Limit of Liability Questionnaire

Date: _____

1. Applicant/Firm Name: _____

2. Current Practice Policy Terms:

a. Per Claim Limit: _____

b. Aggregate Limit: _____

c. Deductible SIR: _____

3. Project Name: _____

4. Project Owner: _____

5. Client Name (By whom you are contracted): _____

6. Project Location: _____

7. Project Description (Including Professional Services and/or Construction Services that you are contracted to perform):

8. Estimated Project Construction Values: _____

9. Estimated Total Professional Fees:

a. For All Project Design Professionals: _____

b. For Applicant: _____

c. For Applicant Over the Next 12 Months: _____

Give estimated beginning dates and completion dates for all design and construction phases, indicating gross receipts for each phase:

	Start Dates	Completion Dates	Gross Receipts
Design Phase			
Construction Phase			

Specific Project Excess Limits Requested:

\$1MM \$2MM \$3MM \$4MM

*****Please submit a copy of the contract for Professional Services*****



ACE Advantage[®] Professional Liability Policy For Design Professionals

In consideration of the payment of the premium, in reliance upon the **Application**, and subject to the Declarations and the terms and conditions of this **Policy**, the **Insureds**, and the **Insurer** agree as follows:

I. INSURING AGREEMENT

The **Insurer** shall pay the **Loss** of the **Insured** for which the **Insured** becomes legally obligated to pay by reason of a **Claim** first made against the **Insured** and reported to the **Insurer** during the **Policy Period** or, if elected, the applicable **Extended Reporting Period**, for any **Wrongful Acts** taking place on or after the **Retroactive Date** and prior to the end of the **Policy Period**.

II. SUPPLEMENTAL PAYMENTS

A. Free pre-**Claim** Assistance: If, during the **Policy Period**, the **Insured** reports a specific **Wrongful Act** in accordance with Section X.B, Notice, the **Insurer** may, at its sole option, investigate such **Wrongful Acts** as it deems appropriate. Until such time that a **Claim** arising from such specific **Wrongful Acts** has been made, any payment made by the **Insurer** for such investigation shall be at the **Insurer's** expense. Such payment, if any, shall not erode the Limit of Liability set forth in Item 3 of the Declarations.

B. A.D.A., F.F.H.A., and O.S.H.A. Penalty: Notwithstanding definition J and exclusion A to the contrary, this Policy will cover up to \$5,000 in fines, sanctions or penalties levied against the **Named Insured** pursuant to the American with Disabilities Act of 1990, the Federal Fair Housing Act or the Occupational Safety and Health Act. This supplemental payment is subject to the internal laws of the applicable jurisdiction regarding the insurability of such fines, sanctions and penalties. The maximum limit of the **Insurer's** liability for this supplemental payment shall be \$15,000 for each **Claim**.

C. Reimbursement of Expenses: If the **Insured** is requested by the **Insurer** to attend hearings, depositions and trials relative to the defense of a **Claim**, the **Insurer** shall reimburse the **Named Insured's** actual loss of earnings and reasonable expense due to such attendance up to \$300 per day, subject to a maximum aggregate amount of \$5,000 for each **Claim**.

Payment made by the **Insurer** under this section shall not apply to the Retention and shall not reduce the Limits of Liability.

III. DEFINITIONS

When used in this **Policy**:

A. **Application** means all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the **Insureds** to the **Insurer** in connection with the **Insurer** underwriting this **Policy** or any policy of which this **Policy** is a direct or indirect renewal or replacement. **Application** also includes any information appearing on the Named Insured's website, or public documents filed by the **Named Insured** with any federal, state, local or foreign regulatory body, prior to inception of this **Policy**. All such applications, attachments, information, materials and documents are deemed attached to and incorporated into this **Policy**.

B. **Bodily Injury** means injury to the body, sickness, or disease, and death. **Bodily Injury** also means mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock resulting from injury to the body, sickness, disease or death of any person.

- C. **Claim** means:
1. a written demand against any **Insured** for monetary damages or non-monetary or injunctive relief; or
 2. a civil proceeding against any **Insured** seeking monetary damages or non-monetary or injunctive relief, commenced by the service of a complaint or similar pleading, including any appeal therefrom.
- D. **Defense Costs** means reasonable and necessary attorneys' fees, expert witness fees and other fees and costs incurred by the **Insurer**, or by the **Insured** with the **Insurer's** prior written consent, in defending **Claims** and the premium for appeal, attachment or similar bonds arising out of covered judgments, but with no obligation to furnish such bonds. The determination by the **Insurer** of the reasonableness and necessary nature of any **Defense Costs** shall be conclusive upon the **Insureds**. **Defense Costs** do not include:
1. wages, salaries or fees of the directors, officers, trustees, managers, members of the board of managers or equivalent executives of limited liability corporations, or employees, or
 2. office expenses
- of any **Insured**, except as provided in IIC, Reimbursement of Expenses.
- E. **Entity** means any sole proprietorship, partnership, corporation or other form of organization recognized as such by law, but does not include any joint venture.
- F. **Extended Reporting Period** means the period for the extension of coverage, if elected, described in Section VII, **Extended Reporting Period**.
- G. **Insured** means:
1. any **Insured Person**;
 2. the **Named Insured**;
 3. any **Named Insured** with regard to its participation in a joint venture, but solely for the **Named Insured's** liability for the **Named Insured's** performance of **Professional Services** under the respective joint venture; and
 4. any entity that was the **Legal Predecessor** of the **Named Insured**.
- H. **Insured Person** means any person who was, now is or shall become:
1. a duly elected or appointed partner, principal, director, officer, member or employee of the **Named Insured**, but only while acting on behalf of the **Named Insured**;
 2. a duly elected manager, member of the board of managers or equivalent executive of the **Named Insured** if it is a limited liability company, but only while acting on behalf of the **Named Insured**;
 3. temporary, or leased personnel of the **Named Insured**, but only while acting under the direct supervision and on behalf of the **Named Insured**;
 4. any retired or former partner, principal, director, officer, member, or employee (including former temporary or leased personnel) of the **Named Insured**, but only while acting on behalf of the **Named Insured**, and solely with respect to **Wrongful Acts** committed while serving in their capacity as a current partner, principal, director, officer, member, employee, temporary, or leased personnel of the **Named Insured**.
- I. **Insurer** means the insurance company providing this insurance.
- J. **Interrelated Wrongful Acts** means all **Wrongful Acts** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.

- K. **Legal Predecessor** means any prior entity whose partners, principals, or assets have been acquired by the **Named Insured** provided:
1. such entity is listed in the **Application**; and
 2. the **Named Insured** has agreed in writing to purchase liability insurance for such entity.
- L. **Loss** means compensatory monetary damages or judgments, any award of pre-judgment and post-judgment interest, compensatory monetary settlements negotiated with the consent of the **Named Insured** and **Defense Costs**, which the **Insured** becomes legally obligated to pay on account of any **Claim** first made against any **Insured** during the **Policy Period** or, if elected, the **Extended Reporting Period**, for **Wrongful Acts** to which this **Policy** applies. **Loss** does not include:
1. any amount for which the **Insured** is not financially liable or legally obligated to pay;
 2. taxes, fines or penalties sought or awarded against an **Insured**;
 3. the multiple portion of any multiplied damage award;
 4. matters uninsurable under the laws pursuant to which this **Policy** is construed; or
 5. the return, withdrawal or reduction of professional fees, profits or other charges.
- Loss** includes punitive and exemplary damages to the extent such damages are insurable under the internal laws of the applicable jurisdiction that most favors coverage for such damages.
- M. **Named Insured** means the organization first named in Item 1 of the Declarations.
- N. **Nuclear Facility** means the site at which a nuclear reactor is located or where nuclear waste or material is disposed of or stored.
- O. **Personal Injury** means injury arising out of one or more of the following offenses:
1. false arrest, detention or imprisonment;
 2. malicious prosecution;
 3. libel, slander or other defamatory or disparaging material;
 4. publication or an utterance in violation of an individual's right to privacy; and
 5. wrongful entry or eviction, or other invasion of the right to private occupancy.
- P. **Policy** means, collectively, the Declarations, the **Application**, this policy form and any endorsements.
- Q. **Policy Period** means the period of time specified in Item 2 of the Declarations, subject to prior termination pursuant to Section XVI, Termination of the **Policy**.
- R. **Pollution Incident** means the discharge, dispersal, release, escape, migration, or seepage of any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, soot, vapors, fumes, acids, alkalis, chemicals, hazardous substances, hazardous materials, or waste materials, on, in, into, or upon land and structures thereupon, the atmosphere, surface water, or groundwater, caused by activities of an **Insured** in his or her capacity as such, or by any other person for whom the **Insured**, is legally liable, and which results in **Bodily Injury** or **Property Damage**.
- S. **Professional Services** means those services that the **Insured** is legally qualified to perform for others in the **Insured's** capacity as an architect, engineer, land surveyor, landscape architect, construction manager, interior designer, land planner, space planner, expert witness, or technical consultant with respect to the foregoing listed services, or as otherwise defined by endorsement to this **Policy**.
- T. **Property Damage** means:
1. physical injury to, or loss or destruction of, tangible property, including loss of use thereof;
 2. loss of use of tangible property which has not been physically injured, lost, damaged or destroyed; and

3. clean-up costs resulting from a **Pollution Incident** incurred by a governmental entity or by a third party and which have been mandated by any governmental entity in the removal or remediation of soil, surface water, groundwater or other contamination.

U. **Retroactive Date** means the date specified in Item 9 of the Declarations.

V. **Wrongful Act** means:

1. any error, misstatement, misleading statement, act, omission, neglect, **Personal Injury** or breach of duty actually, or allegedly committed or attempted by any **Insured** in his or her capacity as such, or by any other person for whom the **Insured** is legally liable, in the rendering of or failure to render **Professional Services**, or
2. a **Pollution Incident**.

W. **Wrongful Employment Practice** means any actual or alleged:

1. wrongful dismissal or discharge or termination of employment, whether actual or constructive;
2. employment-related misrepresentation;
3. violation of any federal, state or local laws (common or statutory) concerning discrimination in employment, or violation of an employee's civil rights;
4. sexual harassment or unlawful workplace harassment;
5. wrongful deprivation of a career opportunity, wrongful demotion, or failure to employ or promote;
6. wrongful discipline of employees;
7. retaliation against employees for the exercise of any legally protected right or for engaging in any legally protected activity;
8. negligent hiring, retention, training, supervision or evaluation of employees;
9. failure to adopt or enforce adequate or consistent workplace or employment policies and procedures;
10. employment-related libel, slander, defamation, humiliation, invasion of privacy, or the giving of negative or defamatory statements in connection with an employee reference;
11. employment-related wrongful infliction of emotional distress; or
12. failure to grant tenure;

The foregoing definitions shall apply equally to the singular and plural forms of the respective words.

IV. EXCLUSIONS

The **Insurer** shall not be liable for **Loss** on account of any **Claim**:

A. Discrimination, Humiliation, Harassment, Misconduct

alleging, based upon, arising out of, or attributable to any actual or alleged discrimination, humiliation, harassment, or misconduct by any **Insured**. However, this exclusion shall not apply to **Claims** for failure to award any contract for **Professional Services**, or the **Insured's** advice to award or not award a contract for **Professional Services**.

B. Goods or Products

alleging, based upon, arising out of, or attributable to the design or manufacture of goods or products sold, supplied or distributed by the **Insured**, or others under license from the **Insured**. However, this exclusion shall not apply to computer software sold or supplied by the **Insured** in its provision of **Professional Services**.

C. Warranty or Guarantee

alleging, based upon, arising out of, or attributable the **Insured's** warranty or guaranty. However, this exclusion shall not apply to the **Insured's** warranty or guaranty that the **Insured's Professional Services** conform with generally accepted architectural or engineering standards.

D. Related **Entity**

brought or maintained by, on behalf of, or in the right of any **Entity**, its subrogees or assignees that:

1. wholly or partly owns, operates, manages or controls the **Insured**; or
2. the **Insured** operates, manages or controls, or
3. the **Insured** has an ownership greater than 49%.

E. Fraud

alleging, based upon, arising out of, or attributable to any fraudulent or criminal act, error or omission, or any intentional or knowing violation of the law; however, this exclusion shall not apply unless and until there is a final judgment against an **Insured** as to such conduct. When there is a final judgment, the **Insureds** shall reimburse the **Insurer** for any **Defense Costs** advanced.

F. **Insured vs. Insured**

brought or maintained by, on behalf of, or in the right of any **Insured** or any bankruptcy or insolvency trustee, receiver, examiner, liquidator or similar official for any **Insured**, in any respect and whether or not collusive. However, this exclusion shall not apply to any **Claim** brought or maintained by any **Insured Person** in the form of a cross-claim or a third-party claim for contribution or indemnity which is part of, and results directly from, a **Claim** that is covered by this **Policy**.

G. Property

alleging, based upon, arising out of, or attributable the **Insured's** ownership, rental, leasing, operation, maintenance, use or repair of any real or personal property, including **Property Damage** to property owned, occupied, rented or leased by or to the **Insured**.

H. Mobile Vehicles

alleging, based upon, arising out of, or attributable the ownership, maintenance, operation, use, loading, or unloading, by on behalf of or at the direction of the **Insured**, of watercraft, automobiles, motor vehicles, aircraft or mobile vehicles of any kind.

I. **Wrongful Employment Practice**

alleging, based upon, arising out of, or attributable to a **Wrongful Employment Practice**.

J. Workers' Compensation

alleging, based upon, arising out of, or attributable to **Bodily Injury**, mental anguish, emotional distress, sickness, disease or death of any employee of the **Insured** arising out of and in the course of their employment; or any obligation for which the **Insured** or any insurer as the **Insured's** insurer may be liable under any workers' compensation, unemployment compensation, employer's liability, disability benefits or any similar law.

K. Construction Workmanship

alleging, based upon, arising out of, or attributable to the cost to repair or replace faulty construction workmanship in any construction, erection, fabrication, installation, assembly, manufacture or remediation performed by the **Insured**, including the cost of any materials, parts or equipment furnished in connection therewith.

L. Liability Assumed Under Contract

based on or arising out of any actual or alleged liability of others assumed by the **Insured** under any contract or agreement, unless such liability would have attached to the **Insured** even in the absence of such contract or agreement.

M. Prior or Pending Proceeding

alleging, based upon, arising out of, or attributable to:

1. any prior or pending litigation or administrative or regulatory proceeding filed on or before the prior or pending proceeding date shown in Item 7 of the Declarations, or the same or substantially the same **Wrongful Act**, fact, circumstance or situation underlying or alleged therein; or
2. any other **Wrongful Act** whenever occurring which, together with a **Wrongful Act** underlying or alleged in such prior or pending proceeding, would constitute **Interrelated Wrongful Acts**.

N. **Nuclear Facility**

alleging, based upon, arising out of, or attributable to a nuclear reaction, radiation, or contamination within or originating from a **Nuclear Facility**, under any circumstances and regardless of cause;

O. Prior Knowledge

alleging, based upon, arising out of, or attributable to any **Wrongful Act** committed prior to the beginning of the **Policy Period**, if, on or before the earlier of the effective date of this **Policy** or the effective date of any **Policy** issued by the **Insurer** to which this **Policy** is a continuous renewal or replacement, the **Insured** knew or reasonably could have foreseen that such **Wrongful Act** would result in a **Claim**;

V. **INNOCENT INSUREDS**

The Fraud exclusion (Section IV, Exclusions, subsection E) shall not apply to any **Insured Person** who did not commit, participate in, or have prior knowledge of fraudulent or criminal acts, errors, or omissions, or any intentional or knowing violation of the law to which such exclusion would otherwise apply.

VI. **ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES**

The estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners of **Insured Persons** shall be considered **Insureds** under this **Policy**; but coverage is afforded to such estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners only for a **Claim** arising solely out of their status as such and, in the case of a spouse or legally recognized domestic partner, where the **Claim** seeks damages from marital community property, jointly held property or property transferred from the **Insured Person** to the spouse or legally recognized domestic partner. No coverage is provided for any **Wrongful Act** of an estate, heir, legal representative, assign, spouse or legally recognized domestic partner. All of the terms and conditions of this **Policy** including, without limitation, the Retention, shall also apply to **Loss** incurred by such estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners.

VII. **EXTENDED REPORTING PERIODS**

If the **Insurer** terminates or does not renew this **Policy** (other than for failure to pay a premium when due), or if the **Named Insured** terminates or does not renew this **Policy** and does not obtain replacement coverage as of the effective date of such cancellation or non-renewal, the **Named Insured** shall have the right, upon payment of the additional premium described below, to a continuation of the coverage granted by this **Policy** for at least one **Extended Reporting Period** as follows:

A. Automatic **Extended Reporting Period**

The **Named Insured** shall have continued coverage granted by this **Policy** for a period of 60 days following the effective date of such termination or nonrenewal, but only for **Claims** first made during such 60 days and arising from **Wrongful Acts** taking place prior to the effective date of such termination or nonrenewal. This Automatic **Extended Reporting Period** shall immediately expire upon the purchase of replacement coverage by the **Named Insured**.

B. **Optional Extended Reporting Period**

If the **Insurer** terminates or does not renew this **Policy** (other than for failure to pay a premium when due), the **Named Insured** shall have the right, upon payment of the additional premium described in Item 8 of the Declarations, to a continuation of the coverage granted by this **Policy** for an **Optional Extended Reporting Period** with a term of one year following the effective date of such termination or nonrenewal for an additional premium paid of 100% of the immediately preceding annual premium, two years following the effective date of such termination or nonrenewal for an additional premium paid of 160% of the immediately preceding annual premium, or three years following the effective date of such termination or nonrenewal for an additional premium paid of 190% of the immediately preceding annual premium, but only with respect to **Claims** first made during the **Optional Extended Reporting Period** and arising from **Wrongful Acts** taking place prior to the effective date of such termination or nonrenewal.

This right to continue coverage shall lapse unless written notice of such election is given by the **Named Insured** to the **Insurer**, and the **Insurer** receives payment of the additional premium, within 60 days following the effective date of termination or nonrenewal.

The first 60 days of the **Optional Extended Reporting Period**, if it becomes effective, shall run concurrently with the **Automatic Extended Reporting Period**.

- C. The **Insurer** shall give the **Named Insured** notice of the premium due for the **Optional Extended Reporting Period** as soon as practicable following the date the **Named Insured** gives such notice of such election and such premium shall be paid by the **Named Insured** to the **Insurer** within 10 days following the date of such notice by the **Insurer** of the premium due. The **Optional Extended Reporting Period** is not cancelable and the entire premium for the **Optional Extended Reporting Period** shall be deemed fully earned and non-refundable upon payment.
- D. The **Automatic and Optional Extended Reporting Periods**, if the latter is elected, shall be part of and not in addition to the **Limit of Liability** for the immediately preceding **Policy Period**. The automatic provision or purchase, respectively, of the **Automatic or Optional Extended Reporting Period** shall not increase or reinstate the **Limit of Liability**, which shall be the maximum liability of the **Insurer** for the **Policy Period** and **Extended Reporting Periods**, combined.
- E. A change in **Policy** terms, conditions, exclusions and/or premiums shall not be considered a nonrenewal for purposes of triggering the rights to the **Automatic or Optional Extended Reporting Periods**.

VIII. **LIMITS OF LIABILITY**

- A. All **Claims** against one or more than one **Insured**, and arising out of the same **Wrongful Act** and all **Interrelated Wrongful Acts** of the **Insureds**, shall be deemed to be one **Claim**, and such **Claim** shall be deemed to be first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period**. All **Loss** resulting from a single **Claim** shall be deemed a single **Loss**.
- B. The Each **Claim** **Limit of Liability** stated in Item 3 of the Declarations is the **Insurer's** maximum liability for the sum of all **Loss** because of each **Claim**, including each **Claim** alleging **Interrelated Wrongful Acts** first made and reported during the **Policy Period**.
- C. The **Aggregate Limit** stated in Item 3 of the Declarations shall be the maximum aggregate liability of the **Insurer** for all **Loss** resulting from all **Claims** first made during the **Policy Period**.
- D. **Defense Costs** shall be part of and not in addition to the **Aggregate Limit of Liability** shown in Item 3 of the Declarations, and **Defense Costs** shall reduce such **Limit of Liability**. If the **Limit of Liability** is exhausted by payment of **Loss**, or if the applicable limit of the **Named Insured's** liability has been deposited with or is subject to control of a court of competent jurisdiction, the obligations of the **Insurer** under this **Policy** shall be completely fulfilled and extinguished. The **Insurer** is entitled to pay **Loss** as it becomes due and payable by the **Insureds**, without consideration of other future payment obligations.

IX. RETENTIONS

- A. Except as otherwise provided in this section, the liability of the **Insurer** shall apply only to that part of **Loss** which is excess of the applicable Retention amount shown in Item 4 of the Declarations. Such Retention shall be borne uninsured by the **Insureds** and at their own risk.
- B. A single Retention amount shall apply to **Loss** arising from all **Claims** alleging **Interrelated Wrongful Acts**.

X. NOTICE

- A. The **Insureds** shall, as a condition precedent to their rights under this **Policy**, give to the **Insurer** written notice of any **Claim** made against the **Insureds** as soon as practicable, but in no event later than the termination of the **Policy Period** or, if elected, the **Extended Reporting Period**.
- B. If, during the **Policy Period**, the **Insureds** first become aware of facts or circumstances which may reasonably give rise to a future **Claim** covered under this **Policy**, and if the **Insureds** give written notice to the **Insurer** during the **Policy Period** of:
 - 1. the identity of the potential claimants;
 - 2. a description of the anticipated **Wrongful Act** allegations;
 - 3. the identity of the **Insureds** allegedly involved;
 - 4. the circumstances by which the **Insureds** first became aware of the facts or circumstances;
 - 5. the consequences which have resulted or may result; and
 - 6. the nature of the potential monetary damages and non-monetary relief;

then any **Claim** which arises out of such **Wrongful Act** shall be deemed to have been first made at the time such written notice was received by the **Insurer**. No coverage is provided for fees, expenses and other costs incurred prior to the time such **Wrongful Act** results in a **Claim**.

- C. All notices under any provision of this **Policy** shall be in writing and given by prepaid express courier, certified mail or facsimile transmission properly addressed to the appropriate party. Notice to the **Insureds** may be given to the **Named Insured** at the address shown in Item 1 of the Declarations. Notice to the **Insurer** of any **Claim** or **Wrongful Act** shall be given to the **Insurer** at the address shown in Item 5A of the Declarations. All other notices to the **Insurer** under this **Policy** shall be given to the **Insurer** at the address shown in Item 5B of the Declarations. Notice 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 notice is sent, whichever is earlier.
- D. No notice that may be given during the **Policy Period** under Section X, Notice, at subsection B may be given during the **Extended Reporting Period**, if elected.

XI. DEFENSE AND SETTLEMENT

- A. It shall be the right and duty of the **Insurer** to defend any **Claim**, even if such **Claim** is groundless, false, or fraudulent. Defense counsel shall be designated by the **Insurer**, or designated by the **Insured** subject to the **Insurer's** defense counsel guidelines and written consent.
- B. As a condition precedent to their rights under this **Policy**, the **Insureds** agree not to settle or offer to settle any **Claim**, incur any **Defense Costs**, otherwise assume any contractual obligation, or admit any liability with respect to any **Claim** without the prior written consent of the **Insurer**. However, the **Insureds** must take all reasonable action, within its ability, to prevent or mitigate any **Claim** which would be covered under this **Policy**.
- C. The **Insurer** shall have the right to make such investigation and conduct negotiations and, with the written consent of the **Insured**, make any settlement of any **Claim** as the **Insurer** deems reasonable.

- D. The **Insureds** agree to provide the **Insurer** with all information, assistance and cooperation which the **Insurer** reasonably requests and agree that, in the event of a **Claim**, the **Insureds** will do nothing that shall prejudice the position of the **Insurer** or its potential or actual rights of recovery.
- E. If the **Insured** refuses to consent to a settlement or compromise recommended by the **Insurer** and elects to contest or continue to contest a **Claim**, the **Insurer's** liability shall not exceed the amount for which the **Insured** would have been liable for **Loss** if the **Claim** had been so settled when and as recommended, and the **Insurer** shall have the right to withdraw from the further defense of the **Claim** by tendering control of the defense thereof to the **Named Insured**. The operation of this subsection shall be subject to the Limits of Liability and Retention provisions of this **Policy**.

XII. CLAIMS MEDIATION

If a **Claim** is fully and finally resolved to the satisfaction of all parties, including the **Insurer**, as a result of mediation, the **Insured's** Retention for such **Claim** shall be reduced by 50% up to a maximum reduction of \$25,000. Mediation means a non-binding process in which a neutral panel or individual assists the parties in reaching their own settlement. To be considered mediation under this **Policy**, the process must be of a kind set forth in the Commercial Mediation Rules of the American Arbitration Association. The **Insurer**, at its sole option, may recognize any other mediation process or forum presented by the **Insureds** for approval.

XIII. OTHER INSURANCE

If any **Loss** covered under this **Policy** is covered under any other valid insurance, then this **Policy** shall cover the **Loss**, subject to its terms and conditions, only to the extent that the amount of the **Loss** is in excess of the amount of such other insurance whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limit of Liability provided by this **Policy**.

XIV. MATERIAL CHANGES IN CONDITIONS

A. Acquisition or Creation of Another Organization

If, during the **Policy Period**, the **Named Insured** acquires or creates another entity in which the **Named Insured** has an ownership interest of greater than 50%, such entity shall be considered an **Insured** under this **Policy**, but only for **Wrongful Acts** committed after the date of such acquisition or creation. As a condition precedent to coverage for such newly acquired or created entity:

1. the **Named Insured** shall give written notice of such acquisition or creation to the **Insurer** no later than ninety (90) days after the effective date of such acquisition or creation, together with such information that the **Insurer** may reasonably require, and
2. no partner, principal, officer, director, or insurance manager of the **Named Insured** or of the acquired or created entity, prior to such acquisition or creation, had knowledge or information of any **Wrongful Acts** which could reasonably be expected to give rise to a **Claim**, suit or action (including any investigation) under this **Policy**.

Coverage otherwise afforded under this paragraph for such acquired or created organization shall terminate 90 days after the effective date of such acquisition or creation, or until the end of the **Policy Period**, whichever is earlier, unless the **Named Insured** agrees to and pays any additional premium required by the **Insurer**, and agrees to any additional terms and conditions of this **Policy** as required by the **Insurer**.

B. Acquisition of the **Named Insured**

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

1. the acquisition of the **Named Insured**, or of all or substantially all of its assets, by another entity, or the merger or consolidation of the **Named Insured** into or with another entity such that the **Named Insured** is not the surviving entity; or

2. the obtaining by any person, entity or affiliated group of persons or entities of the right to elect, appoint or designate more than 50% of the partners, principals, or directors of the **Named Insured**;

then coverage under this **Policy** will continue in full force and effect until termination of this **Policy**, but only with respect to **Claims** for **Wrongful Acts** taking place before such event. Coverage under this **Policy** will cease as of the effective date of such event with respect to **Claims** for **Wrongful Acts** taking place after such event.

XV. **INSURED'S REPRESENTATIONS**

- A. The **Insureds** represent and acknowledge that the statements and information contained in the **Application** are true and accurate and:

1. are the basis of this **Policy** and are to be considered as incorporated into and constituting a part of this **Policy**; and
2. shall be deemed material to the acceptance of this risk or the hazard assumed by the **Insurer** under this **Policy**.

It is understood and agreed that this **Policy** is issued in reliance upon the truth and accuracy of such representations.

- B. The **Insureds** represent and acknowledge that no partner, principal, officer, director or insurance manager of the **Insured** knew or could have reasonably expected that any **Wrongful Act** prior to the **Retroactive Date**, specified in the Declarations, might give rise to a **Claim**.

XVI. **TERMINATION OF THE POLICY**

- A. This **Policy** shall terminate at the earliest of the following times:

1. the effective date of termination specified in a prior written notice by the **Named Insured** to the **Insurer**;
2. 60 days after receipt by the **Named Insured** of a written notice of termination from the **Insurer**;
3. 10 days after receipt by the **Named Insured** of a written notice of termination from the **Insurer** for failure to pay a premium when due, unless the premium is paid within such 10 day period;
4. upon expiration of the **Policy Period** as shown in Item 2 of the Declarations; or
5. at such other time as may be agreed upon by the **Insurer** and the **Named Insured**.

- B. If this **Policy** is terminated by the **Named Insured**, the **Insurer** shall refund the unearned premium computed at the short rate. If this **Policy** is terminated by the **Insurer**, the **Insurer** shall refund the unearned premium computed *pro rata*. Payment or tender of any unearned premium by the **Insurer** shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made as soon as practicable.

XVII. **TERRITORY AND VALUATION**

- A. All premiums, limits, retentions, **Loss** and other amounts under this **Policy** are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is denominated or another element of **Loss** under this **Policy** is stated in a currency other than United States of America dollars, payment under this **Policy** shall be made in United States dollars at the applicable rate of exchange as published in *The Wall Street Journal* as of the date the final judgment is reached, the amount of the settlement is agreed upon or the other element of **Loss** is due, respectively or if not published on such date, the next date of publication of *The Wall Street Journal*.
- B. Coverage under this **Policy** shall extend to **Wrongful Acts** taking place anywhere in the world, where legally permissible, but only for **Claims** brought and maintained solely and entirely in and subject to the jurisdiction and substantive and procedural laws of Canada, or the United States of America, its territories and possessions.

XVIII. SUBROGATION

- A. In the event of any payment under this **Policy**, the **Insurer** shall be subrogated to the extent of such payment to all the rights of recovery of the **Insureds**. 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 or otherwise pursue subrogation rights in the name of the **Insureds**.
- B. The **Insurer** waives its subrogation rights against a client of the **Insured** to the extent that the **Insured** had, prior to a **Claim** or a **Wrongful Act** reasonably expected to give rise to a **Claim**, entered into a written agreement to waive such rights.
- C. Any amounts recovered shall first be applied toward reimbursement of any payments made by the **Insureds** in satisfaction of the Retention, and any remain balance shall be that of the **Insurer**.

XIX. AUDIT

The **Insurer** may examine and audit the **Insured's** books and records at any time during the **Policy Period** and within three years after termination of this **Policy**, to the extent such books and records relate to the subject matter of this **Policy**.

XX. ENTIRE CONTRACT

By acceptance of this **Policy**, the **Insured** agrees that this **Policy** embodies all agreements existing between the **Insured** and the **Insurer**.

XXI. ACTION AGAINST THE **INSURER** AND BANKRUPTCY

No action shall lie against the **Insurer** unless the **Insured** has fully complied 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 any **Insured** to determine the liability of the **Insured** nor shall the **Insurer** be impleaded by any **Insured** or its legal representatives. Bankruptcy or insolvency of any **Insured** or of the estate of any **Insured** shall not relieve the **Insurer** of its obligations nor deprive the **Insurer** of its rights or defenses under this **Policy**.

XXII. AUTHORIZATION CLAUSE

By acceptance of this **Policy**, the **Named Insured** agrees to act on behalf of the Optional **Extended Reporting Period**, the payment of premiums and the receiving of any return premiums that may become due under this **Policy**, the agreement to and acceptance of endorsements, and the giving or receiving of any other notice provided for in this **Policy**, and the **Insureds** agree that the **Named Insured** shall so act on their behalf.

XXIII. ALTERATION, ASSIGNMENT AND HEADINGS

- A. 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**.
- B. The titles and headings to the various parts, sections, subsections and endorsements of this **Policy** are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions of such parts, sections, subsections or endorsements.

XXIV. INTERPRETATION

The terms and conditions of this **Policy** shall be interpreted and construed in an evenhanded fashion as between the parties. If the language of this **Policy** is deemed to be ambiguous or otherwise unclear, the issue shall be resolved in the manner most consistent with the relevant terms and conditions of this **Policy**, without regard to authorship of the language, without any presumption or arbitrary interpretation or construction in favor of either the **Insureds** or the **Insurer** and without reference to the reasonable expectations of either the **Insureds** or the **Insurer**.



ACE American Insurance Company
 Illinois Union Insurance Company
[LIST ONLY THE COMPANY THAT APPLIES]

ACE Advantage[®] Professional Liability Policy For Design Professionals Declarations

This Policy is issued by the stock insurance company listed above.

THIS POLICY IS A CLAIMS MADE AND REPORTED POLICY. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE. PLEASE READ THIS POLICY CAREFULLY.

THE LIMITS OF LIABILITY AVAILABLE TO PAY INSURED LOSS SHALL BE REDUCED BY AMOUNTS INCURRED FOR DEFENSE COSTS. FURTHER NOTE THAT AMOUNTS INCURRED FOR DEFENSE COSTS AND LOSS SHALL ALSO BE APPLIED AGAINST THE RETENTION AMOUNT.

TERMS THAT APPEAR IN BOLD FACE TYPE HAVE SPECIAL MEANING. PLEASE REFER TO SECTION III, DEFINITIONS.

Policy No.	
Item 1. Named Insured	Principal Address:
Item 2. Policy Period:	From 12:01 a.m. To 12:01 a.m. (Local time at the address shown in Item 1)
Item 3. Limit of Liability (including Defense Costs)	
	<u>Each Claim</u> <u>Aggregate</u>
	\$ \$
Item 4. Retention: \$	

<p>Item 5. Notice to Insurer:</p> <p style="margin-left: 40px;">A. Notice of Claim or Wrongful Act:</p> <p style="margin-left: 80px;">Director of Claims [Company] [Address] [Address]</p> <p style="margin-left: 40px;">B. All other notices:</p> <p style="margin-left: 80px;">Chief Underwriting Officer [Company] [Address] [Address]</p>
<p>Item 6. Policy Premium: \$</p>
<p>Item 7. Prior or Pending Proceeding Date:</p>
<p>Item 8. Optional Extended Reporting Period:</p> <p style="margin-left: 40px;">1 Year: 100% of the Policy Premium set forth in Item 6</p> <p style="margin-left: 40px;">2 Years: 160% of the Policy Premium set forth in Item 6</p> <p style="margin-left: 40px;">3 Years: 190% of the Policy Premium set forth in Item 6</p>
<p>Item 9. Retroactive Date:</p>

IN WITNESS WHEREOF, the **Insurer** has caused this **Policy** to be countersigned by a duly authorized representative of the **Insurer**.

DATE: _____

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Additional Insured – Vicarious Liability Endorsement

It is agreed that Section III of the **Policy**, Definitions, is amended by adding the following to subsection G, the definition of **Insured**, but only for **Claims** (i) first made on or after the effective date of this endorsement:

Insured also means the following listed individual or entity, but solely for the vicarious or imputed liability of such individual or entity resulting from **Wrongful Acts** committed by the **Named Insured**:

Additional **Insured** _____

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Additional Insured – Vicarious Liability, Project Specific Endorsement

It is agreed that Section III of the **Policy**, Definitions, is amended by adding the following to subsection G, the definition of **Insured**, but only for **Claims** (i) first made on or after the effective date of this endorsement:

Insured also means the following listed individual or entity, but solely for **Claims**:

1. for the vicarious or imputed liability of such individual or entity resulting from **Wrongful Acts** committed by the **Named Insured**, and which are;
2. alleging, based upon, arising out of, or attributable to all or any part of the project(s) specified below:

Project Name:

Project Location:

Project Contract Number:

Project Description:

Additional **Insured** _____

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Additional Insured Endorsement

It is agreed that Section III of the **Policy**, Definitions, is amended by adding the following to subsection G, the definition of **Insured**:

Insured also means the following listed individual or entity:

Additional **Insured** _____

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Specific Professional Services Exclusion Endorsement

It is agreed that:

1. Section IV, Exclusions, is amended by adding the following:
 - alleging, based upon, arising out of, or attributable to services performed by an **Insured** in its capacity as:

2. Section III, Definitions, subsection S, the definition of **Professional Services**, is amended by deleting therefrom any services specified above.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Claims Mediation Endorsement

It is agreed that Section XII, **Claims** Mediation, is amended by deleting the first sentence and adding the following:

If a **Claim** is fully and finally resolved to the satisfaction of all parties, including the **Insurer**, as a result of mediation, the **Insured's** Retention for such **Claim** shall be reduced by _____ % up to a maximum reduction of \$_____.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

**Termination of the Policy by the Insurer Endorsement
(Material Misrepresentation, Unpaid Premium)**

It is agreed that Section XVI, Termination of the **Policy**, is amended by deleting subsection A2 and inserting the following:

2. ____ days after receipt by the **Named Insured** of a written notice of termination from the **Insurer** for material misrepresentation in the **Application** or non-payment of the Retention.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Limits of Liability – Specific Professional Services Endorsement

It is agreed that Item 3 of the Declarations is deleted in its entirety and the following is inserted, but solely for **Claims** first made on or after the effective date of this endorsement and alleging, based upon, arising out of, or attributable to the following **Professional Services**:

_____:

Item 3. Limit of Liability (including **Defense Costs**):

<u>Each Claim</u>	<u>Aggregate</u>
\$	\$

The above limits are sublimits which are part of and not in addition to the otherwise applicable limits set forth in Item 3.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Additional Limits of Liability & Amend Retro Date – Specific Projects

It is agreed that:

- Item 3 of the Declarations is amended by adding the following:

In addition to and in excess of the Limits of Liability otherwise afforded by this Item 3, and subject to the same terms and conditions as set forth in this **Policy**, the following additional Limits of Liability are provided, but solely for **Claims** first made on or after the effective date of this endorsement and arising, in whole or in part, from the following specific project. The additional limits are available only upon complete exhaustion of the Limits of Liability otherwise provided in this **Policy**:

Project Name:

Project Location:

Contract Number:

Project Description:

Item 3. Limit of Liability (including **Defense Costs**):

<u>Each Claim</u>	<u>Aggregate</u>
\$	\$

- Item 9 of the Declarations, **Retroactive Date**, is deleted and the following is inserted, but only for **Claims** first made on or after the effective date of this endorsement and arising, in whole or in part, from the specific project identified in this endorsement:

Item 9. **Retroactive Date:** _____

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Notice of Termination Endorsement

It is agreed that Section X, Notice, is amended by adding the following to subsection C:

Notwithstanding anything in the forgoing to the contrary, notices to the **Insureds** of termination under this **Policy** shall be addressed to the following:

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Specific Projects - Deductible Gap Endorsement

It is agreed that:

- Section II, Supplemental Payments, is amended by adding the following:

This **Policy** will cover the **Insured's** contractual liability to pay amounts within the deductible of a written project policy covering the specific project designated below, subject to the terms and conditions of this **Policy**, including the Retention and Limits of Liability.

It is a condition precedent to coverage that the **Insured** provide the **Insurer** with evidence satisfactory to the **Insurer** of the **Insured's** contractual liability to pay the amounts asserted to be covered by this endorsement.

- Section VIII, Limits of Liability, is amended by adding the following:

Notwithstanding anything in this **Policy** to the contrary:

- the **Insurer's** maximum limit of liability under this endorsement for any single **Claim** shall be the lesser of the amount for which the **Insured** is held liable for a deductible obligation under the project policy covering the specific project designated below, or \$_____; and
- the **Insurer's** maximum limit of liability under this endorsement for all **Claims** shall be \$_____.

The maximum limits of liability set forth above in this endorsement are part of and not in addition to the limits otherwise applicable under this **Policy**, and are available only upon complete exhaustion of the limits of liability otherwise provided in this **Policy**:

Project Name: _____

Project Location: _____

Contract Number: _____

Project Description: _____

- Item 9 if the Declarations, **Retroactive Date**, is deleted and the following is inserted, by only for **Claims** arising, in whole or in part, from the specific project identified in this endorsement:

Item 9. **Retroactive Date:** _____

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Aggregate Retention with Maintenance Endorsement

It is agreed that:

- Item 4 of the Declarations is deleted in its entirety and the following is inserted:

Item 4. Retention: a. \$ _____ Each **Claim** Retention
 b. \$ _____ Aggregate Retention
 c. \$ _____ all **Claims** Retention

- Section IX, Retentions, is amended by adding the following:

The Each **Claim** Retention set forth in Item 4a of the Declarations is the **Insured's** Retention for each **Claim**, subject to the maximum aggregate amount for all **Claims** as set forth in Item 4b of the Declarations, Aggregate Retention. If and when such Aggregate Retention is reached, the Retention for each **Claim** thereafter shall be the amount set forth in Item 4c of the Declarations, the all **Claims** Retention.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Audit Rate Endorsement

It is agreed that, pursuant to Section XIX, Audit, the **Insured** shall provide to the **Insurer** a final revenue values upon expiration of the **Policy Period**, for review and audit. Premium specified in Item 6 of the Declarations was established based on \$ _____ in revenue values. An additional premium will be due to the **Insurer** if revenue values exceed \$ _____. A rate of \$ _____ per \$100 of revenue values in excess of \$ _____ will be utilized to calculate and additional premium. All additional premium is due within 30 days of the **Policy Period** expiration.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Additional Insured – Client Blanket Endorsement

It is agreed that:

1. Section III of the **Policy**, Definitions, is amended by adding the following to subsection G, the definition of **Insured**:

Clients of any **Named Insured**

but only for written contracts entered into by any **Named Insured** which specifically require such client to be added as an additional insured for professional liability, and errors and omissions insurance, and only for **Claims** (i) first made on or after the effective date of this endorsement and (ii) for vicarious or imputed liability of such additional **Insured**, resulting from **Wrongful Acts** committed solely by the **Named Insured**.

2. Section IV, Exclusions, is amended by deleting exclusion F, **Insured vs. Insured**, but solely for purposes of this endorsement.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Contractors' Pollution Liability (Specified Insureds)

It is agreed that Section III, Definitions of the **Policy** is amended as follows:

1. Solely with respect to the coverage afforded by this endorsement, subsection G, the definition of **Insured**, is amended by adding the following:

The following entity or individual listed below shall be considered an Additional **Insured**, but solely with respect to the following listed project:

Additional **Insured**

Project

2. Solely with respect to Additional **Insured** and Project listed directly above, subsection V, the definition of **Wrongful Act**, is deleted and the following is inserted:

V. **Wrongful Act** means a **Pollution Incident**.

3. Section IV, Exclusions, is amended by adding the following to subsection H, Mobile Vehicles:

H. However, this exclusion shall not apply to **Pollution Incidents** arising from the ownership, maintenance, operation, use, loading or unloading of any watercraft, automobiles, motor vehicles, aircraft or mobile vehicles within the boundaries of the above-referenced project's jobsite.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Free Pre-Claim Assistance Deleted

It is agreed that Section II, Supplemental Payments, is amended by deleting subsection A, Free pre-**Claim** Assistance.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Fungi Sublimit

It is agreed that solely with respect to that part of any **Claim** alleging, based upon, arising out of, or attributable to **Fungi**, the **Policy** is amended as follows:

- Item 3 of the Declarations is deleted and the following is inserted:

Item 3. Limit of Liability (including Defense Costs)	
<u>Each Claim</u>	<u>Aggregate</u>
\$	\$

The above Limits are sublimits which are part of and not in addition to the otherwise applicable limits set forth in Item 3 of the Declarations.

- Section II, Definitions, is amended by adding the following:

Fungi means any type or form of fungus, including mold or mildew and any myotoxins, spores, scents or byproducts produced or released by **Fungi**, but does not include any **Fungi** intended by the **Insured** for consumption.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Retroactive Date Amended

It is agreed that Item 9 of the Declarations is deleting in its entirety and the following is inserted:

Item 9. **Retroactive Date:**

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Subcontracted Design Professional Insurance Endorsement

It is agreed that Section XIII, Other Insurance, is amended by adding the following:

As a condition precedent to coverage under this **Policy**, the **Insured** shall require that each subcontracted design professional provide evidence and maintain professional liability insurance in full force and effect during the **Policy Period** and the **Extended Reporting Periods**, at a minimum limit of liability amount of \$1,000,000 per **Claim** and \$1,000,000 for all **Claims** in the aggregate.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Retention – Blanket Reimbursement

It is agreed that Section IX of the **Policy**, Retentions, is amended by adding the following:

Notwithstanding the foregoing provisions in this Section, in the event the **Insured** enters into a written professional services contract or agreement with a customer or client subsequent to the inception of the **Policy Period**, wherein the **Insured** agrees to obtain professional liability insurance coverage with a retention that is lower than the retention stated in Item 4 of the Declarations, the amount of the retention stated in Item 4 of the Declarations is deleted in its entirety and the lower retention specified in such written contract or agreement is inserted in its place.

The **Insured** agrees to immediately notify the **Insurer** of any such contract or agreement to provide a lower retention and to provide the **Insurer** with a copy of such contract or agreement. Such lower retention will apply to **Loss** arising from all **Claims** for **Wrongful Acts** based upon, arising out of, or attributable to the rendering of or failure to render **Professional Services** under such contract or agreement.

With respect to all **Loss** to which such lower retention applies, the **Insured** agrees to reimburse the **Insurer** for the difference between the retention set forth in Item 4 of the Declarations and the lower retention set forth in such contract or agreement, and to promptly reimburse the **Insurer** for all costs, expenses and attorneys' fees which may be incurred by it in enforcing this provision.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Amended Premium – Optional Extended Reporting Period

It is agreed that:

- Item 8 of the Declarations is amended by deleting this section in its entirety and inserting the following:

Optional Extended Reporting Period:

The premium due for the Optional **Extended Reporting Period** for the period noted shall be:

- Additional Premium: _____ % of the **Policy** Premium set forth in Item 6
 \$ _____
- Additional Period: _____ Year(s)

- Section VII, **Extended Reporting Periods**, is amended at subsection B, by deleting the first sentence and inserting the following:

The premium due for the one year **Extended Reporting Period** shall be _____% of the annual premium for a period of _____ Year(s). Such premium shall be paid by the **Named Insured** to the **Insurer** within 10 days following the date of notice by the **Insurer** of the premium due.

All other terms and conditions remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Bordereau Reporting For Claims Within Retention

It is agreed that Section X, Notice, is amended by adding the following, but solely for **Claims** first made on or after the effective date of this endorsement:

- Bordereau Reporting Within Retention

Solely with respect to **Claims** where the actual or reasonably expected **Loss** is equal to or less than the Retention, in lieu of individual written notice of each **Claim** as referenced above, the **Insured** shall provide the **Insurer** with status reports on all **Claims** reported to the **Insurer** via a **Claims** bordereau on a quarterly basis, but in no event later than 30 days after: (i) the end of the **Policy Period**, or (ii) with respect to **Claims** first made during any applicable Automatic or Optional **Extended Reporting Period**, the end of such Automatic or Optional **Extended Reporting Period**. Such bordereau shall include the following information with respect to each **Claim** listed on the bordereau:

1. Identity of Claimant
2. Date **Claim** first made against Insured
3. Brief description of the **Claim**
4. Claimant's monetary demand
5. Identity of counsel retained to defend the **Insured**
6. Current status of **Claim** (to be updated quarterly)

The **Insurer** may at any time request full and specific reporting as to an individual **Claim** on a bordereau.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Choice of Counsel Endorsement

It is agreed that Section XI, Defense And Settlement is amended by deleting subsection A and inserting the following:

- A. It shall be the right and duty of the **Insurer** to defend any **Claim**, even if such **Claim** is groundless, false, or fraudulent. The **Named Insured** shall have the right to select counsel with the written approval of the **Insurer**, such approval not to be unreasonably withheld, to investigate and defend any **Claim**. Such counsel agrees to work with the **Insurer**, to bill only reasonable and necessary costs, charges, fees and expenses and to work in accordance with the **Insurer's** Litigation Management Program which will be provided to the **Named Insured** and selected counsel and made a part of the **Policy**. The **Insured** and selected counsel shall cooperate fully with the **Insurer**, including but not limited to regularly apprising the **Insurer** of the status of the **Claim**.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Choice of Counsel Endorsement

It is agreed that Section XI, Defense and Settlement, is amended by deleting subsection A and inserting the following:

- A. It shall be the right and duty of the **Insurer** to defend and **Claim**, even if such **Claim** is groundless, false, or fraudulent. If requested by the **Named Insured**, defense counsel shall be designated by the **Insurer**. If no, such request is made, the **Named Insured** shall have the right to retain the following counsel to investigate and defend any **Claim**:

Such counsel agrees to work with the **Insurer** to bill only reasonable and necessary costs, charges, fees and expenses and to work in accordance with the **Insurer's** Litigation Management Program which will be provided to the **Named Insured** and selected counsel and made a part of the Policy. The **Insured** and selected counsel shall cooperate fully with the **Insurer**, including but not limited to regularly apprising the **Insurer** of the status of the **Claim**.

The **Insurer's** liability to pay **Claims Expenses** for such defense counsel shall be limited to the standard agreed-upon rates and fees previously established by the **Insurer** for panel counsel in the applicable venue. The difference, if any, between such agreed-upon rates and the rates and fees actually charged by counsel selected by the **Insured** shall be paid and borne by the **Insured**. Such amount shall be uninsured by the **Policy**, paid by the **Insured**, and shall not count toward erosion of any applicable Retention.

The **Insured** and selected counsel shall cooperate fully with the **Insurer**, including but not limited to regularly apprising the **Insurer** of the status of the **Claim**.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Cost Estimate Exclusion

It is agreed that Section IV, Exclusions, is amended by adding the following:

- alleging, based upon, arising out of, or attributable to exceeding any cost estimate;

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Defense And Settlement

It is agreed that Section XI, subsection C, is deleted in its entirety and the following is inserted:

C. The **Insurer** shall have the right to:

1. make such investigation;
2. conduct negotiations (subject to making reasonable efforts to keep the **Named Insured** apprised of such negotiations); and
3. with the prior written consent of the **Insured**, make any settlement of any **Claim** as the **Insurer** deems reasonable.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Defense and Settlement – Consent to Settle (50% Defense Costs)

It is agreed that Section XI, Defense And Settlement, subsection E, is deleted in its entirety and the following is inserted:

- E. If the **Insured** refuses to consent to a settlement or a compromise acceptable to the claimant/plaintiff and the **Insurer**, then the **Insurer's** liability to pay **Loss** under this **Policy** with respect to such **Claim** shall be reduced to (i) the amount of damages for which the **Claim** could have been settled plus all **Defense Costs** incurred until the date of such refusal, and (ii) 50% of all subsequent covered **Defense Costs** in excess of such amount, which sum shall not exceed the unexhausted Limit of Liability specified in Item 3 of the Declarations. The remaining 50% of **Defense Costs** and all subsequent damages, judgments, settlements and interest thereon shall be borne by the **Insureds** uninsured and at their own risk. In such event, the **Insurer** shall tender a check to the **Insured** for the recommended settlement amount, and shall be relieved of any further duty or obligation, other than for covered **Claims Expenses** referenced above. This paragraph shall not apply to a settlement in which the total **Loss** does not exceed the Retention.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Defense and Settlement – Consent to Settle (50% Loss)

It is agreed that Section XI, Defense And Settlement, subsection E, is deleted in its entirety and the following is inserted:

- E. If the **Insured** refuses to consent to a settlement or a compromise acceptable to the claimant/plaintiff and the **Insurer**, then the **Insurer's** liability to pay **Loss** under this **Policy** with respect to such **Claim** shall be reduced to (i) the amount of damages for which the **Claim** could have been settled plus all **Defense Costs** incurred until the date of such refusal, and (ii) 50% of all subsequent covered **Loss** in excess of such amount, which sum shall not exceed the unexhausted Limit of Liability specified in Item 3 of the Declarations. The remaining 50% of **Loss** and all subsequent damages, judgments, settlements and interest thereon shall be borne by the **Insureds** uninsured and at their own risk. In such event, the **Insurer** shall tender a check to the **Insured** for the recommended settlement amount, and shall be relieved of any further duty or obligation, other than for covered **Claims Expenses** referenced above. This paragraph shall not apply to a settlement in which the total **Loss** does not exceed the Retention.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Discrimination Exclusion Amended

It is agreed that Section IV, Exclusions, subsection A, is amended by adding the following:

Further, this exclusion shall not apply to any actual or alleged discrimination which constitutes an actual or alleged violation of the American with Disabilities Act or the Federal Fair Housing Act.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Endorsement Removal

It is agreed that endorsement number _____ is deleted from the **Policy**.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Failure of General Contractor Or Construction Manager At Risk To Complete Project Or Professional Services On Schedule Exclusion

It is agreed that Section IV, Exclusions, is amended by adding the following:

- alleging, based upon, arising out of, or attributable to failure of an **Insured** or any **Entity** for whom the **Insured** is legally liable to complete any project or **Professional Services** on schedule while acting as a general contractor or **Construction Manager at Risk**. For purposes of this exclusion, **Construction Manager at Risk** means an **Insured** or **Entity**, for whom the **Insured** is legally liable, who directly contracts for construction delivery, who directly contracts with trade subcontractors, or who is financially responsible for delivery of a completed project.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Intellectual Property Exclusion

It is agreed that Section IV, Exclusions of the **Policy** is amended by adding the following additional exclusion:

- alleging, based upon, arising out of, or attributable to the validity, invalidity, infringement, violation or misappropriation of any patent, copyright, service mark, trademark, trade name, trade secret or any other intellectual property right;

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Limit of Liability- Future Claims, Effective Date, P&P Endorsement

It is agreed that the **Policy** is amended as follows:

- Item 3 of the Declarations is deleted in its entirety and the following is inserted, but solely for **Claims** first made on or after the effective date of this **Policy**:

Item 3. Limit of Liability (including **Defense Costs**):

<u>Each Claim</u>	<u>Aggregate</u>
\$	\$

- Solely with respect to that portion of the Aggregate Limit of Liability set forth above which is \$_____ excess of \$_____, Item 7 of the Declarations is deleted and the following is inserted:

Item 7. Prior or Pending Proceeding Date: _____

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Limit of Liability- Future Claims, Specified Date, P&P Endorsement

It is agreed that the **Policy** is amended as follows:

- Item 3 of the Declarations is deleted in its entirety and the following is inserted, but solely for **Claims** first made on or after _____:

Item 3. Limit of Liability (including **Defense Costs**):

<u>Each Claim</u>	<u>Aggregate</u>
\$	\$

- Solely with respect to that portion of the Aggregate Limit of Liability set forth above which is \$_____ excess of \$_____, Item 7 of the Declarations is deleted and the following is inserted:

Item 7. Prior or Pending Proceeding Date: _____

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Prior Knowledge Exclusion Deleted

It is agreed that Section IV, Exclusions, subsection O, the Prior Knowledge exclusion, is deleted.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Prior or Pending Proceeding Date

It is agreed that Item 7 of the Declarations is deleted in its entirety and the following is inserted:

Item 7. Prior or Pending Proceeding Date: _____

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Prior or Pending Proceeding Date Amended – Specified Insured

It is agreed that solely with respect to that part of any **Claim** affording coverage to _____ as an **Insured** under this **Policy**, Item 7 of the Declarations is deleted and the following is inserted:

Item 7. Prior or Pending Proceeding Date: _____

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Retention (Split Retention For Defense Costs & “Loss Other Than Defense Costs”)

It is agreed that section IX, Retentions, is amended by adding the following:

With respect to the Retention amount set forth in Item 4, ____% of such Retention shall be eroded solely by **Defense Costs**, and the remaining ____% of such Retention shall be eroded solely by “**Loss** other than **Defense Costs**”. Subject to all remaining **Policy** terms and conditions:

- a. The **Insurer** shall be liable to pay **Defense Costs** once the portion of the Retention allocable to **Defense Costs** has been exhausted.
- b. The **Insurer** shall be liable to pay “**Loss** other than **Defense Costs**” once the portion of the Retention allocable to “**Loss** other than **Defense Costs**” has been exhausted.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Retention Amended - Contractual Limitation on Liability

It is agreed that Section IX, Retentions, is amended by adding the following:

The applicable Retention amount shown in Item 4 of the Declarations shall be reduced by 50% if:

1. the **Claim** arises from a project which includes a written contract for the provision of **Professional Services**,
2. such contract contains a provision which affixes a maximum liability monetary figure (whether in the form of a percentage or actual dollar amount) for such **Claim**, and
3. such maximum liability monetary figure is no greater than the Each **Claim** Limit of Liability amount set forth in Item 3 of the Declarations.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Retroactive Date – Specific Projects

It is agreed that Item 9 of the Declarations, **Retroactive Date**, is deleted and the following is inserted, but only for **Claims** first made on or after the effective date of this endorsement and arising, in whole or in part, from the specific project identified below in this endorsement:

Item 9. **Retroactive Date:** _____

Project Name:

Project Location:

Contract Number:

Project Description:

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Retroactive Date Amended – Specified Insured

It is agreed that solely with respect to that part of any **Claim** affording coverage to _____ as an **Insured** under this **Policy**, Item 9 of the Declarations is deleted and the following is inserted:

Item 9. **Retroactive Date:**

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Safety Precautions Or Programs Exclusion (With Carveback)

It is agreed that Section IV, Exclusions, is amended by adding the following:

- alleging, based upon, arising out of, or attributable to safety precautions or programs. However, this exclusion shall not apply if the **Insured** provided only recommendations or information to the project owner regarding the allocation of the responsibilities of others for such activities.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Silica, Dust, And Particulate Matter Exclusion

It is agreed that Section IV, Exclusions, is amended by adding the following subsection:

- Silica, Dust, and Particulate Matter

This insurance does not apply to any injury, damage, expense, cost, loss, liability or legal obligation arising out of, resulting from, or in any way related to, in whole or in part, the respiration, inspiration, inhalation or breathing in of dust or particulate matter. Dust or particulate matter includes, but is not limited to dust, particulate matter, inspirable dust, respirable dust, smoke, mist, dirt, fibers, grit, soot, salt, acids, bases, metals, aerosols, crystals, minerals, sand, silicates, or silica.

The addition of this endorsement does not imply that other **Policy** provisions, including but not limited to any pollution exclusion or asbestos exclusion, do not also exclude coverage for dust or particulate matter related injury, damage, expense, cost, loss, liability, or legal obligation.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Termination of the Policy Amended – Renewal Term Endorsement

It is agreed that Section XVI, Termination of the **Policy**, is amended by adding the following subsection:

- In the event the **Policy** has not terminated pursuant to subsections A1, A3, or A5 above, and none of the following events have occurred during the **Policy Period**:
 - ✓ The **Named Insured** replaces this **Policy** with similar insurance coverage;
 - ✓ Revenue of the **Named Insured** in any one discipline grows in excess of 5%;
 - ✓ Total revenue of the **Named Insured** in all disciplines combined grows in excess of 10%;
 - ✓ The **Named Insured** acquires a majority of the assets of or the voting securities in another organization, creates another organization, or acquires any organization by merger into or consolidation with the **Named Insured**;
 - ✓ The **Named Insured** or all or substantially all of its assets is acquired by another entity, or the **Named Insured** merges or consolidates into or with another entity such that the **Named Insured** is not the surviving entity;
 - ✓ A person, entity or affiliated group of persons or entities obtains the right to elect, appoint or designate at least 50% of the partners, principals, or directors of the **Named Insured**;
 - ✓ **Losses** incurred under the **Policy** exceed 75% of the Retention set forth in Item 4 of the Declarations;

and solely on the condition that no reinsurer of the **Insurer** disapproves of or restricts the **Insurer** with respect to renewal of this **Policy** pursuant to the terms of this subsection, the **Insurer** shall renew the **Policy**, under the same terms and conditions as the current **Policy**, for an additional one-year **Policy Period** for the same premium listed in Item 6 of the Declarations.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Termination Of The Policy

It is agreed that solely with respect to 1) **Claims** made in whole or in part against, 2) **Wrongful Acts** committed in whole or in part by, or 3) coverage afforded under this **Policy** in any manner to _____, Section XVI, Termination of the **Policy** subsection A is deleted and the following is inserted:

- A. This **Policy** shall terminate at the earliest of the following times:
1. 10 days after receipt by the **Named Insured** of a written notice of termination from the **Insurer** for failure to pay a premium when due, unless the premium is paid within such 10 day period;
 2. upon expiration of the **Policy Period** as shown in Item 2 of the Declarations; or
 3. provided _____ is given at least 30 days prior written notice of such termination, the earliest of the following:
 - a. the effective date of termination specified in a prior written notice by the **Named Insured** to the **Insurer**;
 - b. 60 days after receipt by the **Named Insured** of a written notice of termination from the **Insurer**; or
 - c. at such other time as may be agreed upon by the **Insurer** and the **Named Insured**.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Territory Amended (Worldwide Coverage)

It is agreed that Section XVII, Territory and Valuation, is amended by deleting subsection B and inserting the following:

- B. Coverage under this **Policy** shall extend to **Wrongful Acts** taking place and **Claims** made anywhere in the world, where legally permissible.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Territory Amended (Worldwide Coverage, No Duty To Defend For Insurer)

It is agreed that the **Policy** is amended as follows:

1. Section XI, Defense and Settlement, is amended by deleting subsection A and inserting the following:
 - A. It shall be the right but not the duty of the **Insurer** to defend any **Claim**, even if such **Claim** is groundless, false, or fraudulent. If the **Insurer** does not elect to defend a **Claim**, then it shall be the duty of the **Insured** to defend such **Claim**. In either case, defense counsel shall be designated by the **Insurer**, or designated by the **Insured** subject to the **Insurer's** defense counsel guidelines and written consent.
2. Section XVII, Territory and Valuation, is amended by deleting subsection B and inserting the following:
 - B. Coverage under this **Policy** shall extend to **Wrongful Acts** taking place and **Claims** made anywhere in the world, where legally permissible.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Waiver of Application

It is agreed that section XV, **Insured's** Representations, is amended by adding the following:

- The **Insurer** has relied upon the statements and information contained in the application referenced below (including any materials or attachments submitted thereto, and, if such application is a renewal application, all previous policy applications for which this **Policy** is a renewal or succeeds in time, and any materials or attachments submitted thereto) as being accurate and complete. It is agreed that the **Named Insured** and the **Insureds** represent to the **Insurer** that the statements and information contained in such application and any such submitted materials or attachments were accurate on the date such statements and information were so given and that in connection therewith the **Insureds** hereby reaffirm each and every statement made in the application to the insurance carrier listed below as accurate as of (EFFECTIVE DATE) as if it was made to the **Insurer** on such date. All such statements and representations shall be deemed to be material to the acceptance of the risk or hazard assumed by the **Insurer**, are the basis of this **Policy** and are incorporated into and constituting a part of this **Policy**.

TYPE OF APPLICATION:

INSURANCE CARRIER:

DATE SIGNED:

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Retention (First Dollar Defense)

It is agreed that section IX, Retentions, is amended as follows:

1. The word "Loss" is deleted in subsections A and B and the phrase "**Loss** other than **Defense Costs**" is inserted.
2. The following is added to subsection A:

The Retention shall not apply to **Defense Costs**.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

Rate Information

Rate data does NOT apply to filing.

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty	Review Status: Approved	08-01-2007
Comments:		
Attachments: NAIC Forms Schedule.pdf NAIC Transmittal AR (F).pdf		
Satisfied -Name: Explanatory Memo	Review Status: Approved	08-01-2007
Comments:		
Attachment: Explanatory Memo - Forms Rev.pdf		
Satisfied -Name: Reference Filing Numbers	Review Status: Approved	08-01-2007
Comments:		
Attachment: Reference Filing Numbers.pdf		
Satisfied -Name: Explanatory Memo Policy Form	Review Status: Approved	08-01-2007
Comments:		
Attachment: Explanatory Memo_Policy Form PF14373a.pdf		
Satisfied -Name: AR PDF Pipeline	Review Status: Approved	08-01-2007
Comments:		
Attachment: AR (F) PDF Pipeline.pdf		
Satisfied -Name: Marked up Arkansas Amendatory Endorsement	Review Status: Approved	08-01-2007
Comments:		
Attachment: AR Amendatory_PF15484a(R).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 #	07-PR-233 (F)			
2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>	07-PR-233 (R)			
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	See attached Forms Schedule		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

Effective March 1, 2007

This page is informational only and do not need to be submitted with your filings!

**Notes for Form Filing Transmittal
DESCRIPTION OF ITEMS IN THE FORM FILING SCHEDULE**

FORM FILING SCHEDULE

- 1. This filing transmittal is part of Company Tracking #:** This ties all of the pages of the transmittal to the same filing. It is helpful for the state
- 2. This filing corresponds to rate/rule filing number:** Many states require that rates and forms be submitted separately due to different review procedures that are required by law. For those states, this will tie the form filing with the associated rate filing, if there is one.
- 3. Exhibit/Form Name/Description/Synopsis:** This is a list of forms being filed. **Do not refer to the body of the filing for a separate forms listing, unless allowed by state. This is required information and is required here.** The line numbers below this are to help the Departments that track the number of forms they receive.

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: <table style="width: 100%; border: none;"> <tr> <td style="border: none;">New Business</td> <td style="border: none; width: 100px;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #
ACE USA	626

4. Company Name(s)	Domicile	NAIC #	FEIN #
ACE American Insurance Company	PA	22667	95-2371728

5. Company Tracking Number	07-PR-233(F)
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Robert Wolfrom 510 Walnut Street WB04G Philadelphia, PA 19106	Sr. Regulatory Specialist	(215) 640-5123	(215) 640-4986	robert.wolfrom@ace-ina.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Robert Wolfrom

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

9. Type of Insurance (TOI)	17.1 Other Liability
10. Sub-Type of Insurance (Sub-TOI)	17.1019 Professional Errors & Omissions
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
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

Property & Casualty Transmittal Document---

15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	
17.	Reference Organization # & Title	
18.	Company's Date of Filing	08-01-2007
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

20.	This filing transmittal is part of Company Tracking #	07-PR-233 (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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ACE American Insurance Company currently has forms, rates and rules on file with your department which are applicable to our Architects & Engineers Professional Liability program. The coverage provides claims made professional liability insurance to consulting design professional firms legally qualified to engage in the design of traditional building construction and land development. We are now submitting revisions to this program.

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]
<p>Check #: PS 00299664 Amount: \$50.00</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>	

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

These pages are informational only and do not need to be submitted with your filings!

Notes for Uniform Property & Casualty Transmittal Document

DESCRIPTION OF ITEMS IN THE PROPERTY AND CASUALTY TRANSMITTAL DOCUMENT

- 1. Reserved for Insurance Dept. Use Only**—this section is for anything the Dept. wishes to capture—such as date stamps, approval stamps, check routing numbers, accounting codes, etc.
- 2. Insurance Department Use Only Box:** Includes the following information: (It is up to the state to determine which, if any, of this info they wish to record—or it may be recorded in #1 box with stamps (for example))
 - a. Date the filing is received by the Insurance Dept.**
 - b. Analyst**—lead analyst who reviewed the filing and assigns final disposition
 - c. Disposition**—this is the disposition that the Dept. assigns—authorized, approved, filed, withdrawn, disapproved, informational only, etc.
 - d. Date of Disposition of the filing**—date filing is finished
 - e. Effective Date of the Filing**—date the filing goes into effect. This date may vary by state—it might be the “approval” date in some states. It might be the implementation date in some states. It might be the received date in some states. The Dept. should use the date that is applicable in their state.
 - f. State Filing #:** The number the state assigns to the filing (if applicable).
 - g. SERFF Filing #:** Some states may use SERFF to track paper filings and will use that SERFF assigned number.
 - h. Subject Codes** – This field is intended to capture one or more Subject Codes for states to track particular attributes of a filing, such as mold exclusions. The codes or terms used would be variable by state.
- 3. Group Name and Group NAIC #** as assigned by NAIC.
- 4. Company Name(s), State of Domicile, NAIC #, FEIN#, State #:** Every company to which this filing applies must be listed and the company information must be supplied, with the exception of the State # (the company specific code) if not available or not required by the filing jurisdiction. A filing that lists a group without supplying company info will not be accepted in most states.
- 5. Company Tracking Number:** The filing number assigned by the insurance company, if any.
- 6. Contact Info of Filer or Corporate Officer:** The company should supply the information on the person the state should contact if there is a question/problem with the filing. If there is more than one person (perhaps, one for rates, one for forms) then both should be listed.
- 7. Signature of authorized filer:** Some states require a signature of the authorized filer. If the filer is third party, a letter of authorization from the insurer must be submitted according to state requirements.
- 8. Please print name of authorized filer:** So we can decipher #7 above!
- 9. Type of Insurance (TOI):** Refer to Uniform Property & Casualty Product Coding Matrix. This corresponds to the column entitled “SERFF Type of Insurance” and roughly corresponds to the annual statement line of business.
- 10. Sub-type of Insurance (Sub-TOI):** Refer to Uniform Property & Casualty Product Coding Matrix. This corresponds to the column entitled “SERFF Sub-Type of Insurance”.
- 11. State Specific Product code(s):** See State Specific Requirements for these codes
- 12. Company Program Title:** Marketing title, if applicable.
- 13. Filing Type:** Choices are Rate/Loss Cost; Rules; Rates/Rules; Forms; Withdrawal; Other.

14. Effective Date Requested: This is the effective date the company requested when they made the filing. It is not necessarily the date the filing officially becomes effective. This is also where the company can indicate the different effective dates for new or renewal business.

15. Reference Filing: Yes/No

16. Reference Organization (if applicable): The name of the advisory organization—i.e. ISO, NCCI, AAIS, etc. or an Insurance Company name if “me too filing” is permitted. Some states allow companies to reference another company’s filing. A “me too” filing is when one company adopts another company’s filing. Usually they are not part of the same group. You should check with each state to determine their rules on these filings. If permitted, use this area to indicate either an advisory organization name or “me too” company name.

17. Reference Organization Number & Title (if applicable): This is the unique number that the reference organization gives to the filing. It is generally not the same number as the circular number.

18. Company’s Date of filing: The date the company sends the filing.

19. Status of filing in domicile: Place for the company to show if filing has been filed in domicile and its status.

20. This filing transmittal is part of Company Tracking #: This ties all of the pages of the transmittal to the same filing. It is helpful for the state.

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

22. Filing Fees: Please refer to each state’s checklist for additional state specific requirements or instructions on calculating fees.

ACE GROUP OF INSURANCE COMPANIES

ACE American Insurance Company Architects and Engineers Professional Liability

Explanatory Memorandum Forms

ACE American Insurance Company currently has forms, rates and rules on file with your department which are applicable to our Architects & Engineers Professional Liability program. The coverage provides claims made professional liability insurance to consulting design professional firms legally qualified to engage in the design of traditional building construction and land development. We are now submitting revisions to this program. The filing history for this program is as follows:

<u>Company Number</u>	<u>Description of Filing</u>
03-PR-273	New forms, rates and rules
06-PR-161	New retention endorsements PF-17931 and PF-17932 (02/05)

Please refer to the attached Reference Filing Numbers exhibit for prior state filing numbers, if applicable.

A. Forms

The policy form changes are outlined in detail in the attached Policy Form Changes Explanatory Memorandum. Details of revisions to the endorsements and the impact of the changes are noted on the attached forms list. All previously filed and approved versions of these forms will be replaced by the amended forms upon approval. Marked up versions of the changes are provided for your reference.

Form # Edition Date Title

See the enclosed list.

B. Rules and Rates

See companion filing 07-PR-233(R)

State Filing Numbers for Prior Architects & Engineers Program Filings and Effective Date

State	Form Filing ACE-xx-03-PR-273-F (xx=state code)	Rate Rule ACE-xx-03-PR-273-R
AK		
AL	01-22-04	01-22-04
AR	01-20-04	08-13-03
AZ		
CA	04-440 03-17-04 04-452 03-29-04	
CO	115797 04-05-04	No number 08-21-03
CT		
DC		
DE	No number 08-27-03	
FL		FCC 04-00474
GA		
HI		
IA		
ID	No number 08-25-03	
IL		
IN		
KS	FC-PL-03-325758 06-09-04	FC-PL-03-325759 06-03-04
KY	130146 02-26-04	125818 09-23-03
LA		
MA	Placed On File 01-30-04	Placed On File 08-18-03
MD	75556 01-29-04	75603 09-10-03
ME		
MI		
MN		
MO		
MS		
MT		
NC	PC 064880 09-10-03	PC 064879 10-12-03
ND	No number 08-22-03	
NE	03-2840 07-07-04	
NH	22667-PLLAE-8-7-03 03-03-04	
NJ		
NM		
NV		
NY		
OH	PCD# 146544 08-26-03	
OK		
OR	CO 1967 03 11-04-03	
PA		
RI		
SC	No number 09-02-03	
SD	165824 08-26-03	
TN		
TX		
UT	No number 08-13-03	
VA		
VT		
WA		
WI		
WV	No number 09-16-03	
WY		

ACE Advantage Professional Liability Policy For Design Professionals PF-14373a

**Policy Form Changes
Explanatory Memorandum**

Proposed Policy Section	Current Policy PF-14373 (07/03)	Proposed Policy PF-14373a (11/06)
II. SUPPLEMENTAL PAYMENTS		
A. Free pre-Claim Assistance	A. Pre-Claim Assistance	Adds the word free. Impact – Clarifies that payment for such shall not erode the Limit of Liability.
C. A.D.A., F.F.H.A., and O.S.H.A Penalty: \$15,000 maximum limit each claim.	C. A.D.A., F.F.H.A., and O.S.H.A Penalty: \$5,000 maximum limit each claim	Limit of liability has been increased from \$5,000 to \$15,000. Impact – Broadens coverage.
III. DEFINITIONS		
B. Bodily Injury	NA – New	Added to define what constitutes bodily injury.
C. Claim	B. Claim	Revised to include a written demand for non monetary or injunctive relief rather than professional services. Impact – Less restrictive.
D. Defense Costs	D. Defense Costs	Added attorneys' fees, witness fees and expenses incurred by the insurer or by the insured with the insurers' prior written consent. Also revised to state defense costs do not include office expenses. Impact – More restrictive.
G. Insured	PF-14553 (03/03) – Predecessor Position Professional Liability Endorsement	Incorporating legal predecessor coverage into the policy rather than by separate endorsement PF-14553. Added sub-paragraph 4 to include any entity that was the legal predecessor of the named insured.
H. Insured person	PF-14553 (03/03) – Predecessor Position Professional Liability Endorsement	Incorporating legal predecessor coverage into the policy rather than by separate endorsement PF-14553. Sub-paragraph 3 has been revised to remove reference to retired. Sub-paragraph 4 is added to include any retired or former partner, principal, director, officer, member, or employee (including former temporary or leased personnel) of the named insured.
K. Legal Predecessor	NA - New	Added to define what constitutes legal predecessor as referenced in the definition of Insured.
L. Loss	J. Loss	The last paragraph has been rewritten to clarify that if punitive and exemplary damages are insurable, they are insurable under the laws of the applicable jurisdiction that most favors coverage for damages. Impact – Clarification of the definition.
N. Nuclear Facility	PF-14540 (03/03) – Nuclear Facility Exclusion Endorsement	The definition has been incorporated into the policy eliminating the need for endorsement PF-14540.
R. Pollution Incident	NA – New	Added to define what constitutes as a pollution incident.
T. Property Damage	NA – New	Added to define what constitutes property damage.
V. Wrongful Act	Q. Wrongful Act	Amended to include a pollution incident. Impact – Broader coverage

ACE Advantage Professional Liability Policy For Design Professionals PF-14373a

**Policy Form Changes
Explanatory Memorandum**

Proposed Policy Section	Current Policy PF-14373 (07/03)	Proposed Policy PF-14373a (11/06)
W. Wrongful Employment Practice	R. Wrongful Employment Practice	Additional clarification wording added. Impact – Clarification of the definition. No change in coverage intent.
IV. EXCLUSIONS		
N. Nuclear Facility	PF-14540 (03/03) – Nuclear Facility Exclusion Endorsement	The exclusion has been incorporated into the policy eliminating the need for endorsement PF-14540.
O. Prior Knowledge	No provision.	Excludes any wrongful act committed prior to the beginning of the policy period if the insured knew or reasonably could have foreseen that such wrongful act would result in a claim. Impact – More restrictive.
V. INNOCENT INSUREDS		
	No provision.	Adds exception to fraud exclusion for any insured person who did not commit, participate in, or have prior knowledge of fraudulent or criminal acts, errors, or omissions, or any intentional or knowing violation of the law to which such exclusion would otherwise apply. Impact – Broadens coverage.
XI. DEFENSE AND SETTLEMENT		
A. & B.	X. DEFENSE AND SETTLEMENT A. & B.	Clarification wording added to paragraphs A and B. Impact – No change in intent.
XIII. OTHER INSURANCE		
	XII. OTHER INSURANCE	The current policy includes language that no coverage is provided under the policy if such other insurance is a professional liability policy for a specific project, even if coverage under such other policy does not apply for any reason. The proposed policy does not. Impact – Broadens coverage.
XIV. MATERIAL CHANGES IN CONDITIONS		
A. Acquisition or Creation of Another Organization	XIII. MATERIAL CHANGES IN CONDITIONS A. Acquisition or Creation of Another Organization.	Rewritten to more clearly reflect what is meant by acquisition or creation of another organization and to establish timeframes associated with such. The key revisions are as follows. <ul style="list-style-type: none"> • Under the proposed policy the named insured must acquire or create another entity in which they have an ownership interest of greater than 50%. The current policy does not specify a percentage but uses the language “majority of the assets”. • The proposed policy specifies that the named insured must provide written notice no later than 90 days after the effective date of acquisition or creation. The current policy does not specify number of days. • The proposed policy requires that no partner, principal, officer, director, or insurance manager of the named insured or of the acquired or

ACE Advantage Professional Liability Policy For Design Professionals PF-14373a

**Policy Form Changes
Explanatory Memorandum**

		<p>created entity, prior to such acquisition or creation, had knowledge of any wrongful acts which could reasonably be expected to give rise to a claim. The current policy does not.</p> <ul style="list-style-type: none"> The proposed policy states that coverage for such acquired or created organization shall terminate 90 days after the effective date of such acquisition or creation, or until the end of the policy period, unless the named insured pays any additional premium. The current policy does not. <p>Impact – More restrictive.</p>
<p>B. Acquisition of the Named Insured 2.</p>	<p>B. Acquisition of the Named Insured 2.</p>	<p>Acquisition obtained of the right to elect, appoint or designate <i>at least</i> 50% of the partners, principals, or directors of the named insured is being revised to <i>more than</i> 50%.</p> <p>Impact – More restrictive.</p>
<p>XVII. TERRITORY AND VALUATION B.</p>	<p>XVI. TERRITORY AND VALUATION B.</p>	<p>Added where legally permissible to clarify worldwide coverage only applies where legally permitted.</p> <p>Impact – None.</p>
<p>XXI. ACTION AGAINST THE INSURER AND BANKRUPTCY</p>	<p>XX. ACTION AGAINST THE INSURER AND BANKRUPTCY</p>	<p>Clarification wording added to first sentence.</p> <p>Impact – No change in intent.</p>

Filing at a Glance

Company: ACE American Insurance Company

Product Name: 07-PR-233(F)

SERFF Tr Num: ACEH-125243827 State: Arkansas

TOI: 17.1 Other Liability - Claims Made Only

SERFF Status: Draft

State Tr Num:

Sub-TOI: 17.1019 Professional Errors &

Co Tr Num: 07-PR-233(F)

State Status:

Omissions Liability

Filing Type: Form

Co Status:

Reviewer(s):

Authors: Bob Wolfrom, Sharon

Disposition Date:

Yacuzzo, Viola McBride

Date Submitted:

Disposition Status:

Effective Date Requested (New): On Approval

Effective Date (New):

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal):

General Information

Project Name: Architects & Engineers 2007, Revisions

Status of Filing in Domicile: Pending

Project Number: 07-PR-233 (F)

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 07-25-2007

Company Status Changed:

State Status Changed:

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

ACE American Insurance Company currently has forms, rates and rules on file with your department which are applicable to our Architects & Engineers Professional Liability program. The coverage provides claims made professional liability insurance to consulting design professional firms legally qualified to engage in the design of traditional building construction and land development. We are now submitting revisions to this program.

Company and Contact

Filing Contact Information

Robert Wolfrom, CPCU, Regulatory Specialist robert.wolfrom@ace-ina.com

436 Walnut Street

(215) 640-5123 [Phone]

Philadelphia, PA 19106

(215) 640-4986[FAX]

Filing Company Information

ACE American Insurance Company

CoCode: 22667

State of Domicile: Pennsylvania

PO Box 1000

Group Code: 626

Company Type:

436 Walnut Street

Philadelphia, PA 19106

Group Name:

State ID Number:

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(215) 640-5123 ext. [Phone]

FEIN Number: 95-2371728

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation:
Per Company: No

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
PS 00299664	\$50.00	07-09-2007

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Amendatory Endorsement – Arkansas

IF THERE IS ANY CONFLICT BETWEEN THE POLICY, OTHER ENDORSEMENTS TO THE POLICY AND THIS ENDORSEMENT, THE TERMS PROVIDING THE BROADEST COVERAGE INSURABLE UNDER APPLICABLE LAW SHALL PREVAIL.

It is agreed that:

1. Section VII, **Extended Reporting Periods**, is deleted in its entirety and the following is inserted:

VII. EXTENDED REPORTING PERIODS

If the **Insurer** or the **Named Insured** terminates or does not renew this **Policy**, the **Named Insured** shall have the right to a continuation of the coverage granted by this **Policy** for the **Optional Extended Reporting Period**, if elected, and the **Automatic Extended Reporting Period** as follows:

A. Automatic Extended Reporting Period

The **Named Insured** shall have continued coverage granted by this **Policy**, for a period of 60 days following the effective date of such termination or nonrenewal, but only for **Claims** first made during such 60 days and arising from **Wrongful Acts** taking place prior to the effective date of such termination or nonrenewal.

B. Optional Extended Reporting Period

If the **Insurer** terminates or does not renew this **Policy**, the **Named Insured** shall have the right, upon payment of the additional premium described in Item 8 of the Declarations, to a continuation of the coverage granted by this **Policy** for an **Optional Extended Reporting Period** with a term of one year following the effective date of such termination or nonrenewal for an additional premium paid of 100% of the immediately preceding annual premium, two years following the effective date of such termination or nonrenewal for an additional premium paid of 160% of the immediately preceding annual premium, or three years following the effective date of such termination or nonrenewal for an additional premium paid of 190% of the immediately preceding annual premium, but only with respect to **Claims** first made during the **Optional Extended Reporting Period** and arising from **Wrongful Acts** taking place prior to the effective date of such termination or nonrenewal.

This right to continue coverage shall lapse unless written notice of such election is given by the **Named Insured** to the **Insurer**, and the **Insurer** receives payment of the additional premium within 60 days following the effective date of termination or nonrenewal.

C. The **Insurer** shall give the **Named Insured** notice of the premium due for the **Optional Extended Reporting Period** as soon as practicable following the date the **Named Insured** gives such notice of such election, and such premium shall be paid by the **Named Insured** to the **Insurer** within 10 days following the date of such notice by the **Insurer** of the premium due, **but not less than 60 days following the effective date of termination or nonrenewal**. The **Optional Extended Reporting Period** is not cancelable and the **entire** premium for the **Optional Extended Reporting Period** shall be deemed fully earned and non-refundable upon payment.

D. The **Limit of Liability applicable to the Automatic Extended Reporting Period** shall be part of and not in addition to the **Limit of Liability shown in Item 3 of the Declarations** for the immediately preceding **Policy Period**. **The Automatic Extended Reporting Period shall not increase or reinstate the Limit**

Authorized Representative

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. EXTENDED REPORTING PERIODS

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terminates

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does not renew this **Policy** for any reason, or if

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and does not obtain replacement coverage as of the effective date of such cancellation or non-renewal

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, upon payment of the additional premium described below,

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at least one

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, at no additional charge,

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This Automatic **Extended Reporting Period** shall immediately expire upon the purchase of replacement coverage by the **Named Insured**. At the expiration of this Automatic **Extended Reporting Period**, an Optional **Extended Reporting Period** must be offered by the **Insurer**.

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The first 60 days of the Optional **Extended Reporting Period**, if it becomes effective, shall run concurrently with the Automatic **Extended Reporting Period**.

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The Optional **Extended Reporting Period** if purchased, shall have a maximum Limit of Liability of either the unused portion of the Limit of Liability of the immediately preceding **Policy Period**, or 50% of the Limit of Liability of the immediately preceding **Policy Period**, whichever is greater, for the period of time purchased. The maximum liability of the **Insurer** for the Automatic **Extended Reporting Period** will be that of the unused portion of the Limit of Liability for the preceding **Policy Period**.

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