

SERFF Tracking Number: CHUB-125283214 State: Arkansas
Filing Company: Federal Insurance Company State Tracking Number: AR-PC-07-026050
Company Tracking Number: DO AR0037610F01
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1006 Directors & Officers Liability
Product Name: ForeFront Portfolio for Community Banks
Project Name/Number: FFP for Comm Banks Endt Filing/00376

Filing at a Glance

Company: Federal Insurance Company

Product Name: ForeFront Portfolio for Community Banks SERFF Tr Num: CHUB-125283214 State: Arkansas

TOI: 17.1 Other Liability - Claims Made Only SERFF Status: Closed State Tr Num: AR-PC-07-026050

Sub-TOI: 17.1006 Directors & Officers Liability Co Tr Num: DO AR0037610F01 State Status:

Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding

Authors: Donna Ronan, Lois

Schroeder, Christina Cresenzi

Date Submitted: 09/11/2007 Disposition Date: 09/20/2007

Effective Date Requested (New): On Approval Disposition Status: Approved

Effective Date Requested (Renewal): On Approval Effective Date (New):

Effective Date (Renewal):

General Information

Project Name: FFP for Comm Banks Endt Filing

Project Number: 00376

Reference Organization: NA

Reference Title: NA

Filing Status Changed: 09/20/2007

State Status Changed: 09/11/2007

Corresponding Filing Tracking Number:

Filing Description:

Status of Filing in Domicile: Pending

Domicile Status Comments:

Reference Number: NA

Advisory Org. Circular: NA

Deemer Date:

In accordance with the laws of the state of Arkansas, we are making this endorsement filing for our program called ForeFront Portfolio for Community Banks. All endorsements are optional and non premium bearing.

Enclosed with this letter to facilitate your review of ForeFront Portfolio for Community Banks Endorsement filing are the following components:

Required State Forms (if applicable)

Forms Listing

SERFF Tracking Number: CHUB-125283214 State: Arkansas
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Company and Contact

Filing Contact Information

Donna Ronan, State Filing Analyst ronand@chubb.com
 82 Hopmeadow Street (800) 464-7965 [Phone]
 Simsbury, CT 06070-7683 (860) 408-2047[FAX]

Filing Company Information

Federal Insurance Company CoCode: 20281 State of Domicile: Indiana
 202 Hall's Mill Road Group Code: 38 Company Type:
 P.O. Box 1650
 Whitehouse Station, NJ 08889-1650 Group Name: State ID Number:
 (908) 572-4726 ext. [Phone] FEIN Number: 13-1963496

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Federal Insurance Company	\$0.00	09/11/2007	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
00364353	\$50.00	09/10/2007

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	09/20/2007	09/20/2007

SERFF Tracking Number: CHUB-125283214 *State:* Arkansas
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Disposition

Disposition Date: 09/20/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: CHUB-125283214 State: Arkansas
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	forms listing	Approved	Yes
Form	Amended Definition of Loss Endorsement	Approved	Yes
Form	Charter Conversion Exclusion Endorsement	Approved	Yes
Form	Co-Defendant Coverage Endorsement	Approved	Yes
Form	Specific Matter Exclusion Endorsement	Approved	Yes
Form	Amended Definition of Loss - Punitive Damages Endorsement	Approved	Yes
Form	Amend Definition of Loss - Punitive Damages Endorsement	Approved	Yes
Form	Third Party Liability Coverage Endorsement	Approved	Yes
Form	Cybersecurity Liability and Written Record Disclosure Injury Coverage Endorsement	Approved	Yes
Form	Written Record Disclosure Injury Endorsement	Approved	Yes
Form	Lending Services Endorsement	Approved	Yes
Form	Check Imaging Services Endorsement	Approved	Yes
Form	Amend Representations and Severability with Absolute Non-Rescindable Coverage Endorsement	Approved	Yes
Form	BPL - Credit Union Coverage Endorsement	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Amended Definition of Loss Endorsement	14-02-12830	02/2007	Endorsement/Amendment/Conditions		0.00	14-02-12830.pdf
Approved	Charter Conversion Exclusion Endorsement	14-02-12937	03/2007	Endorsement/Amendment/Conditions		0.00	14-02-12937.pdf
Approved	Co-Defendant Coverage Endorsement	14-02-12981	03/2007	Endorsement/Amendment/Conditions		0.00	14-02-12981.pdf
Approved	Specific Matter Exclusion Endorsement	14-02-13012	03/2007	Endorsement/Amendment/Conditions		0.00	14-02-13012.pdf
Approved	Amended Definition of Loss - Punitive Damages Endorsement	14-02-13039	04/2007	Endorsement/Amendment/Conditions		0.00	14-02-13039.pdf
Approved	Amend Definition of Loss - Punitive Damages Endorsement	14-02-13072	04/2007	Endorsement/Amendment/Conditions		0.00	14-02-13072.pdf
Approved	Third Party Liability Coverage Endorsement	14-02-13122	05/2007	Endorsement/Amendment/Conditions		0.00	14-02-13122.pdf
Approved	Cybersecurity Liability and Written Record Disclosure Injury	14-02-13218	06/2007	Endorsement/Amendment/Conditions		0.00	14-02-13218.pdf

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Coverage
Endorsement

Approved	Written Record Disclosure Injury Endorsement	14-02-13219	06/2007	Endorsement/Amendment/Conditions	0.00	14-02-13219.pdf
Approved	Lending Services Endorsement	14-02-13221	09/2007	Endorsement/Amendment/Conditions	0.00	14-02-13221.pdf
Approved	Check Imaging Services Endorsement	14-02-13295	07/2007	Endorsement/Amendment/Conditions	0.00	14-02-13295.pdf
Approved	Amend Representations and Severability with Absolute Non-Rescindable Coverage Endorsement	14-02-13316	07/2007	Endorsement/Amendment/Conditions	0.00	14-02-13316.pdf
Approved	BPL - Credit Union Coverage Endorsement	14-02-13332	08/2007	Endorsement/Amendment/Conditions	0.00	14-02-13332.pdf

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

AMENDED DEFINITION OF LOSS ENDORSEMENT

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

- (1) The term **Loss**, as defined in Subsection 3, Definitions, of this Coverage Section is deleted in its entirety and replaced with the following:

Loss means the amount that any **Insured Person** becomes legally obligated to pay on account of any covered **Claim**, including but not limited to damages (including punitive or exemplary damages, if and to the extent that such punitive and exemplary damages are insurable by law of the jurisdiction most favorable to the insurability of such damages provided such jurisdiction has a substantial relationship to the relevant **Insureds**, to the Company, or to the **Claim** giving rise to the damages), judgments, settlements, pre-judgment and post-judgment interest and **Defense Costs**. **Loss** shall not include:

- a. any amount not indemnified by the **Organization** for which an **Insured Person** is absolved from payment by reason of any covenant, agreement or court order;
- b. any costs incurred by an **Organization** to comply with any order for injunctive or other non-monetary relief, or to comply with an agreement to provide such relief;
- c. any amount incurred by an **Insured** in the defense or investigation of any action, proceeding, investigation or demand that is not then a **Claim** even if:
 - (1) such amount also benefits the defense of a covered **Claim**; or
 - (2) such action, proceeding, investigation or demand subsequently gives rise to a **Claim**;
- d. taxes, fines or penalties, or the multiple portion of any multiplied damage award;
- e. any amount not insurable under the law pursuant to which this Coverage Section is construed;
- f. any amount allocated to non-covered loss pursuant to Subsection 12 of this Coverage Section; or
- g. any amount that represents or is substantially equivalent to an increase in the consideration paid (or proposed to be paid) by an **Organization** in connection with its purchase of any securities or assets.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

CHARTER CONVERSION EXCLUSION ENDORSEMENT

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

- (1) The Company shall not be liable for **Loss** on account of any **Claim** based upon, arising from, or in consequence of any actual or proposed charter conversion including, but not limited to, any conversion involving an **Organization's** reorganization as a mutual savings bank or a stock corporation.
- (2) If during the **Policy Period** an **Organization** determines that it will or may undergo a charter conversion, the Underwriter will provide to the **Insured** a quotation for coverage with respect to such charter conversion; provided, however, that the Underwriter will have no obligation to provide any such quotation unless, as a condition precedent thereto, the **Insured** shall have given to the Underwriter, as soon as practicable but not less than sixty (60) days before the effective date of the proposed Demutualization, written notice concerning the proposed charter conversion and all other information relating thereto that the Underwriter may request. Coverage pursuant to any such quotation shall be subject to such terms, conditions and limitations, and shall require payment of such additional premium, as the Underwriter in its sole discretion may require. There shall be no such coverage, and paragraph (1) of this endorsement shall remain fully applicable to the proposed or actual charter conversion, unless and until the Underwriter issues a separate written endorsement to this Policy expressly stating that such coverage is being provided. The additional premium specified by the Underwriter shall, if the Underwriter's quotation is accepted, be payable to the Underwriter in full as soon as practicable but not later than the effective date of the charter conversion.

All other terms, conditions and limitations of this Policy shall remain unchanged.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

CO-DEFENDANT COVERAGE ENDORSEMENT

In consideration of the premium charged, it is agreed that, solely with respect to the <COVERAGESECT>
Coverage Section(s):

- (1) The term **Insured**, as defined in Section 2., Definitions, of the General Terms and Conditions, is amended by adding the following:

Insured shall also include <CODEFENDANT> (the "Co-Defendant") but only with respect to any **Claim**, as that term is defined in the applicable Coverage Section, that is made against such Co-Defendant during the Policy Period, or if exercised, during the Extended Reporting Period, for a **Wrongful Act** committed, attempted, or allegedly committed or attempted by an **Insured**, exclusive of the Co-Defendant; provided that such **Claim** is also made and continuously maintained against at least one **Insured**, exclusive of the Co-Defendant ("Co-Defendant Claim").

- (2) No coverage will be available under any Coverage Section for **Loss** on account of any **Claim** made against any Co-Defendant, other than a Co-Defendant Claim.
- (3) No coverage will be available under any Coverage Section for **Loss** on account of any **Claim** brought or maintained by, at the behest of, on behalf of, or in the name or right of any Co-Defendant.
- (4) Any coverage that may be afforded under this endorsement shall apply only to the extent of, and in connection with, the Co-Defendant's actual or alleged involvement in the management, supervision, administration, operations and/or activities of the **Organization**.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

SPECIFIC MATTER EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is agreed that the Company shall not be liable for **Loss** on account of any **Claim** based upon, arising from, or in consequence of any fact, circumstance, situation, transaction, event or **Wrongful Act** underlying or alleged in any **Specific Matter** or any substantially similar fact, circumstance, situation, transaction or, event or **Wrongful Act**.

For the purposes of this Endorsement, **Specific Matter** means the following proceeding(s):

<SPMATTER>

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
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AMENDED DEFINITION OF LOSS – PUNITIVE DAMAGES ENDORSEMENT

In consideration of the premium charged, it is agreed that the term **Loss**, as defined in Subsection 2., Definitions, of this coverage section is deleted and replaced with the following:

Loss means the amount which an **Insured** becomes legally obligated to pay on account of any covered **Claim** including, but not limited to, damages (including punitive or exemplary damages, liquidated damages awarded pursuant to the Age Discrimination in Employment Act or the Equal Pay Act, or the multiple portion of any multiplied damage ward, if and to the extent such damages are insurable under the law of the jurisdiction most favorable to the insurability of such damages, provided such jurisdiction has a substantial relationship to the relevant **Insured**, to the Company, or to the **Claim** giving rise to such damages), back pay, front pay, claimant's attorney's fees awarded by a court against an Insured or agreed to by the Company in connection with a settlement (but only if such claimant's attorney's fees are agreed to in writing by the Company at the time of or after a final settlement), judgments, settlements, pre-judgment and post-judgment interest and **Defense Costs**. **Loss** does not include:

- a. any amount not indemnified by the **Organization** for which an **Insured** is absolved from payment by reason of any covenant, agreement or court order;
- b. the future salary, wages, commissions or **Benefits** of a claimant who has been or shall be hired, promoted or reinstated to employment pursuant to a settlement of, order in or other resolution of any **Claim**;
- c. any amount incurred by an **Insured** in the defense or investigation of any action, proceeding, investigation or demand that is not then a **Claim** even if:
 - (1) such amount also benefits the defense of a covered **Claim**; or
 - (2) such action, proceeding, investigation or demand subsequently gives rise to a **Claim**;
- d. taxes, fines, or penalties, except as provided above with respect to punitive, exemplary, liquidated or the multiple portion of any multiplied damages;
- e. any amount not insurable under the law pursuant to which this Coverage Section is construed;
- f. any salary, wages, commissions, **Benefits** or other monetary payments which constitute severance payments or payments pursuant to a notice period;
- g. any amount allocated to non-covered loss pursuant to Subsection 11 of this Coverage Section; or
- h. **Stock Benefits**.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

AMEND DEFINITION OF LOSS – PUNITIVE DAMAGES ENDORSEMENT

In consideration of the premium charged, it is agreed that the term **Loss**, as defined in Subsection 3, Definitions, of this Coverage Section is deleted and replaced with the following:

Loss means the amount that any **Insured** becomes legally obligated to pay on account of any covered **Claim**, including but not limited to damages (including punitive or exemplary damages, or the multiple portion of any multiplied damage award, if and to the extent that such damages are insurable by law of the jurisdiction most favorable to the insurability of such damages provided such jurisdiction has a substantial relationship to the relevant **Insureds**, to the Company, or to the **Claim** giving rise to the damages), judgments, settlements, pre-judgment and post-judgment interest, **Defense Costs** and, solely with respect to Insuring Clause 2, **Settlement Fees**. **Loss** shall not include:

- a. any amount not indemnified by the **Organization** for which an **Insured** is absolved from payment by reason of any covenant, agreement or court order;
- b. any costs incurred by an **Organization** or **Plan** to comply with any order for injunctive or other non-monetary relief, or to comply with an agreement to provide such relief;
- c. any amount incurred by an **Insured** in the defense or investigation of any action, proceeding, investigation or demand that is not then a **Claim** even if:
 - (1) such amount also benefits the defense of a covered **Claim**; or
 - (2) such action, proceeding, investigation or demand subsequently gives rise to a **Claim**;
- d. taxes, fines or penalties except:
 - (1) the five percent (5%) or less, or the twenty percent (20%) or less, civil penalties imposed upon an **Insured** as a fiduciary under Section 502(i) or (l), respectively, of the Employee Retirement Income Security Act of 1974, as amended;
 - (2) any civil penalties imposed by the Pension Ombudsman appointed by the United Kingdom Secretary of State for Social Services or by the United Kingdom Occupational Pensions Regulatory Authority, pursuant to the English Pension Scheme Act 1993, the English Pensions Act 1995, or rules or regulations thereunder; provided any coverage for such civil penalties applies only if the funds or assets of the subject **Plan** are not used to fund, pay or reimburse the premium for this Coverage Section; or

- (3) solely with respect to Insuring Clause 2, **Settlement Fees**;
- e. any amount not insurable under the law pursuant to which this Coverage Section is construed; or
- f. any amount allocated to non-covered loss pursuant to Subsection 12 of this Coverage Section.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

THIRD PARTY LIABILITY COVERAGE ENDORSEMENT

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

(1) The Declarations of this coverage section is amended as follows:

A. ITEM 2., Limits of Liability, is amended to add the following to the end thereof:

The Company's maximum aggregate liability for all **Loss** on account of all **Third Party Claims** first made during the **Policy Period** shall be <SUBLIMIT>, which amount shall be part of and not in addition to the Company's maximum aggregate Limit of Liability for each **Policy Period** set forth in ITEM 2(B) above.

B. ITEM 4., Retention, is deleted and replaced with the following:

ITEM 4. Retention:

(A) **Claims** other than **Third Party Claims**: <RETENTION>

(B) **Third Party Claims**: <RETENTION2>

(2) The term **Claim**, as defined in Subsection 2., Definitions, of this coverage section is deleted and replaced with the following:

Claim means:

(a) any of the following:

(i) a written demand for monetary damages;

(ii) a civil proceeding commenced by the service of a complaint or similar pleading, including any appeal therefrom;

(iii) an arbitration proceeding; or

(iv) a formal administrative or regulatory proceeding commenced by the filing of a notice of charges, formal investigative order or similar document,

which is brought and maintained by or on behalf of any past, present or prospective employee(s) of the **Organization** against any **Insured** for any **Employment Practices Wrongful Act** in connection with any actual or alleged wrongful dismissal, discharge or termination of employment, breach of any oral or written employment contract or quasi-employment contract, employment-related misrepresentation, violation of employment discrimination laws (including workplace and sexual harassment), wrongful failure to employ or promote, wrongful discipline, wrongful deprivation of a career opportunity, failure to grant tenure, negligent evaluation, invasion of privacy, employment related defamation or employment-related wrongful infliction of emotional distress.

(b) a written request received by an **Insured** to toll or waive a statute of limitations relating to potential demand or proceeding described in paragraph (a) above; or

(c) a **Third Party Claim**.

(3) Solely with respect to **Third Party Claims**, the term **Employment Practices Wrongful Act**, as defined in Subsection 2., Definitions, is amended to include any **Third Party Wrongful Act**; provided that, any other references to **Employment Practices Wrongful Act** in the definition of **Claim** shall not include any **Third Party Wrongful Act**.

(4) Subsection 2., Definitions, of this coverage section is amended to include the following terms:

Third Party means any natural person who is a customer, vendor, service provider or other business invitee of the **Organization**.

Third Party Claim means:

(a) any of the following:

(i) a written demand for monetary damages;

(ii) a civil proceeding commenced by the service of a complaint or similar pleading, including any appeal therefrom;

(iii) an arbitration proceeding; or

(iv) a formal administrative or regulatory proceeding commenced by the filing of a notice of charges, formal investigative order or similar document,

which is brought and maintained by or on behalf of any **Third Party** against any **Insured** for any **Third Party Wrongful Act**; or

(b) a written request received by an **Insured** to toll or waive a statute of limitations relating to any potential demand or proceeding described in paragraph (a) above.

Third Party Services Agreement means any express contract between a **Third Party** and the **Organization**.

Third Party Wrongful Act means:

(a) discrimination against a **Third Party** based upon such **Third Party's** race, color, religion, creed, age, sex, national origin, disability, pregnancy, HIV status, marital status, sexual orientation or preference, military status or other status that is protected pursuant to any applicable federal, state, or local statutory law or common law anywhere in the world; or

(b) sexual harassment, including unwelcome sexual advances, requests for sexual favors or other conduct of a sexual nature, against a **Third Party**;

committed, attempted, or allegedly committed or attempted, by any **Organization** or by any **Insured Person** in his or her capacity as such.

- (5) The Company shall not be liable for **Loss** on account of any **Claim** based upon, arising out of, or in consequence of any actual or alleged pricing, distribution, lending, underwriting, design, marketing, manufacture or other policies or decisions relating to any of the **Insured(s)**' products or services, including "redlining" or any other discriminatory banking, lending or insurance practices.
- (6) The Company shall not be liable for **Loss** on account of any **Third Party Claim** based upon, arising from, or in consequence of any actual or alleged breach of any **Third Party Services Agreement**.
- (7) Subsection 13., Other Insurance, of this coverage section is amended to include the following paragraph:

With respect to any **Third Party Claim, Loss**, including **Defense Costs**, on account of such **Third Party Claim** under this Policy will be specifically excess of and will not contribute with other valid insurance, prior or current and regardless of whether collectible, including but not limited to any other insurance under which there is a duty to defend, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is specifically stated to be in excess of this Policy.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

Company: <CARRNAME>

Endorsement/rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

CYBERSECURITY LIABILITY AND WRITTEN RECORD DISCLOSURE INJURY COVERAGE ENDORSEMENT

In consideration of the premium charged, it is agreed that, solely with respect to the Bankers Professional Liability Coverage Section:

A. Subsection 2, Definitions, is amended by adding the following:

Computer means a device or group of devices that manipulation of electronic, magnetic, optical or electromechanical impulses pursuant to a computer program can perform operations on **Data**.

Conduit Injury means injury sustained by a **Customer** because the **Customer's System** cannot be used, or is less useful than normal, when such loss of use or reduction in usefulness is due to:

- a. the transmission of a **Cyber-attack** into a **System** owned by the **Organization**, provided such **Cyber-attack** was then transmitted by an **Insured** into the **Customer's System**; or
- b. a natural person who has accessed a **Customer's System** without authorization through a **System** owned by the **Organization**,

provided such transmission or access first occurred on or after the **Retroactive Date**.

Cyber-attack means a set of unauthorized **Instructions** that are designed to modify, alter, damage, destroy, delete, record or transmit information within a **System** without authorization, including those **Instructions** that are self-replicating or self-propagating and are designed to contaminate other computer programs or computer data, consume computer resources or in some fashion usurp the normal operation of a **System**.

Cyber Disclosure Injury means injury sustained by a **Customer** because of the unauthorized display, transmission or dissemination of a **Record** over the **Internet** when such display, transmission or dissemination results directly from:

- a. the transmission of a **Cyber-attack** into a **System** owned by the **Organization**;
- b. a natural person who has accessed a **System** owned by the **Organization** without authorization; or
- c. a natural person who has accessed a **System** owned by the **Organization** with authorization and used such access to obtain information in such **System** that such natural person was not entitled to obtain,

provided such transmission or access first occurred on or after the **Retroactive Date**.

Cyber Injury means, **Cyber Disclosure Injury** and **Conduit Injury**.

Data means a representation of information, knowledge, facts, concepts or instructions that are being processed or have been processed in a computer.

Instructions mean an ordered set of **Data** that, when executed by a computer, cause it to process **Data** or perform one or more operations.

Internet means a group of connected networks that allow access to a **System** through service providers using telephone service, digital subscriber lines, integrated service digital network lines, cable modem access, or similar transfer mechanisms.

Media means the magnetic tape, magnetic disk, optical disk, or any other bulk media on which **Data** is recorded.

Record means information about a **Customer**:

- a. held by the **Organization**;
- b. pertaining to such **Customer's** relationship with such **Organization**;
- c. not publicly available;
- d. stored in an electronic medium; and
- e. retrievable in a perceivable form.

Retroactive Date means the date set forth in the **Cyber Injury** Schedule or the **Written Record Disclosure Injury** Schedule below, provided that if no date is set forth in the Schedule(s), then the **Retroactive Date** is the inception date set forth in ITEM 2 of the Declarations of the General Terms and Conditions.

System means a **Computer** and:

- a. all input, output, processing, storage and communication devices controlled, supervised or accessed by the operating systems that are proprietary to, or licensed to, the owner of the **Computer**; and
- b. **Media**.

Written Record means written or printed information about a **Customer** that pertains to the **Customer's** receiving of or application to receive **Professional Services** from the **Organization** and that:

- a. is or was originally received by the **Organization** written or printed in perceivable form on a tangible material;
- b. is held and maintained, in its original written or printed form, by the **Organization** or by a person or entity that is authorized by the **Organization** through a written agreement to provide the **Organization** with storage or transportation services; and
- c. is not publicly available.

Written Record Disclosure Injury means injury sustained by a **Customer** because of the loss, display, transmission or dissemination of a **Written Record** when such loss, display, transmission or dissemination first occurred on or after the **Retroactive Date**.

B. Subsection 3, Exclusions, is amended as follows:

1. Exclusion 3e is deleted and replaced with the following:

e. for:

- (1) bodily injury, sickness, disease or death of any person;
- (2) mental anguish or emotional distress; or
- (3) damage to or destruction of any tangible property including loss of use thereof whether or not it is damaged or destroyed,

provided that item (2) above does not apply to **Cyber Disclosure Injury** or **Written Record Disclosure Injury** and item (3) above does not apply to **Conduit Injury**.

2. Exclusion 3i. is deleted and replaced with the following:

i. for:

- (1) discrimination, libel, slander, wrongful termination of employment, disparagement, or sexual harassment;
- (2) wrongful entry, eviction, false arrest, false imprisonment, malicious prosecution, assault or battery; or
- (3) violation of rights of privacy,

provided that item (3) above does not apply to **Cyber Disclosure Injury** or **Written Record Disclosure Injury**.

C. Subsection 7, Limits of Liability, Retention and Coinsurance, is amended by deleting paragraphs 7.a. and 7.c. and replacing them with the following:

7. a. Subject to the Combined Aggregate Limit of Liability Each **Policy Period** for this Coverage Section as stated in ITEM 3(B) of the Declarations of the General Terms and Conditions Section:

- (1) the Company's maximum liability for **Loss** on account of each **Claim** other than a **Claim** for **Cyber Injury** or **Written Record Disclosure Injury** shall be the Limit of Liability Each **Claim** set forth in ITEM 2(A) of the Declarations for this Coverage Section;
- (2) the Company's maximum liability for **Loss** on account of each **Claim** for **Cyber Injury** or **Written Record Disclosure Injury** shall be the Limit of Liability Each **Claim** set forth in the **Cyber Injury** Schedule or the **Written Record Disclosure Injury** Schedule, below; and
- (3) the Company's maximum aggregate liability for **Loss** on account of all **Claims**, including **Claims** for **Cyber Injury** and **Written Record Disclosure Injury**, first made during the **Policy Period** shall be the Limit of Liability Each **Policy Period** set forth in ITEM 2(B) of the Declarations for this Coverage Section.

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

Company: <CARRNAME>

Endorsement/rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

WRITTEN RECORD DISCLOSURE INJURY ENDORSEMENT

In consideration of the premium charged, it is agreed that, solely with respect to the Bankers Professional Liability Coverage Section:

A. Subsection 2., Definitions, is amended by adding the following:

Retroactive Date means the date set forth in the **Written Record Disclosure Injury** Schedule below, provided that if no date is set forth in the Schedule, then the **Retroactive Date** is the inception date set forth in ITEM 2 of the Declarations of the General Terms and Conditions..

Written Record means written or printed information about a **Customer** that pertains to the **Customer's** receiving of or application to receive **Professional Services** from the **Organization** and that:

- a. is or was originally received by the **Organization** written or printed in perceivable form on a tangible material;
- b. is held and maintained, in its original or printed form, by the **Organization** or by a person or entity that is authorized by the **Organization** through a written agreement to provide the **Organization** with storage or transportation services; and
- c. is not publicly available.

Written Record Disclosure Injury means injury sustained by a **Customer** because of the loss, display, transmission or dissemination of a **Written Record** when such loss, display, transmission or dissemination first occurred on or after the **Retroactive Date**.

B. Subsection 3., Exclusions, is amended as follows:

1. Exclusion 3e is deleted and replaced with the following:
 - e. for :
 - (1) bodily injury, sickness, disease or death of any person;
 - (2) mental anguish or emotional distress; or
 - (3) damage to or destruction of any tangible property, or loss of use of any tangible property whether or not it is damaged or destroyed,provided that item (2) above does not apply to **Written Record Disclosure Injury**.

2. Exclusion 3i is deleted and replaced with the following:
 - i. for:
 - (1) discrimination, libel, slander, wrongful termination of employment, disparagement, or sexual harassment;
 - (2) wrongful entry, eviction, false arrest, false imprisonment, malicious prosecution, assault or battery; or
 - (3) violation of rights of privacy,provided that item (3) above does not apply to **Written Record Disclosure Injury**.

C. Subsection 7, Limits of Liability, Retention and Coinsurance, is amended by deleting paragraphs 7.a. and 7.c. and replacing them with the following:

7. a. Subject to the Combined Aggregate Limit of Liability Each **Policy Period** for this Coverage Section as stated in ITEM 3(B) of the Declarations of the General Terms and Conditions Section:
 - (1) the Company's maximum liability for **Loss** on account of each **Claim** other than a **Claim** for **Written Record Disclosure Injury** shall be the Limit of Liability Each **Claim** set forth in ITEM 2(A) of the Declarations for this Coverage Section;
 - (2) the Company's maximum liability for **Loss** on account of each **Claim** for **Written Record Disclosure Injury** shall be the Limit of Liability Each **Claim** set forth in the **Written Record Disclosure Injury** Schedule, below; and
 - (3) the Company's maximum aggregate liability for **Loss** on account of all **Claims**, including **Claims** for **Written Record Disclosure Injury**, first made during the **Policy Period** shall be the Limit of Liability Each **Policy Period** set forth in ITEM 2(B) of the Declarations for this Coverage Section.

7. c. The Company's liability shall apply only to that part of covered **Loss** on account of each **Claim** other than a **Claim** for **Written Record Disclosure Injury** which is excess of the applicable Retention set forth in ITEM 4 of the Declarations for this Coverage Section. The Company's liability shall apply only to that part of covered **Loss** on account of each **Claim** for **Written Record Disclosure Injury** which is excess of the applicable Retention set forth in the **Written Record Disclosure Injury** Schedule, below. The applicable Retention shall be depleted only by **Loss** otherwise covered under this Coverage Section

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

Company: <CARRNAME>

Endorsement/rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

LENDING SERVICES ENDORSEMENT

In consideration of the premium charged, it is agreed that, solely with respect to the Bankers Professional Liability Coverage Section of this policy:

(1) Subsection 1., Insuring Clause, is deleted and replaced with the following:

1. Insuring Clauses

Bankers Professional Liability Coverage

The Company shall pay, on behalf of an **Insured**, **Loss** on account of any **Banking Claim** first made against such **Insured** during the **Policy Period** or, if exercised, during the Extended Reporting Period, for a **Wrongful Act** solely while performing **Banking Services**, including failure to perform **Banking Services**.

Lending Liability Coverage

The Company shall pay, on behalf of an **Insured**, **Loss** on account of any **Lending Claim** first made against such **Insured** during the **Policy Period** or, if exercised, during the Extended Reporting Period, for a **Wrongful Act** solely while performing **Lending Services**, including failure to perform **Lending Services**.

(2) Subsection 2., Definitions, is amended by:

(A) deleting the definitions of **Claim**, **Customer**, **Lending Customer**, **Lending Services**, and **Professional Services** and replacing them with the following:

Claim means any **Banking Claim** and any **Lending Claim**.

Customer means any **Banking Customer** and any **Lending Customer**.

Lending Customer means any person or entity to which an extension of credit, an agreement to extend credit, or a refusal to extend credit was made or negotiated by or on behalf of the **Organization**.

Lending Services means any act performed by an **Insured** for a **Lending Customer** of the **Organization** in the course of extending or refusing to extend credit or granting or refusing to grant a loan or any transaction in the nature of a loan, including any act of restructure, termination, transfer, repossession or foreclosure. **Lending Services** shall not include:

- (1) medical or health care services, real estate appraisal services, architectural or construction management services, or the practice of law or the rendering of legal services;
- (2) services performed by any entity which the **Insured** shall have acquired ownership or control as security for a loan, lease or other extension of credit; or
- (3) **Banking Services**.

Professional Services means **Banking Services** or **Lending Services**.

(B) adding the following Definitions:

Banking Claim means:

- a. a written demand for monetary damages;
- b. a civil proceeding commenced by the service of a complaint or similar pleading;
- c. an arbitration proceeding commenced by the submission of a statement of claim or similar document; or
- d. a criminal proceeding commenced by a return of an indictment,

by or on behalf of a **Banking Customer** against an **Insured** for a **Wrongful Act** by an **Insured** solely while performing **Banking Services**, including any appeal therefrom. **Banking Claim** does not include any **Lending Claim**.

Except as may otherwise be provided in Subsection 6, Subsection 7e or Subsection 8b of this Coverage Section, a **Banking Claim** will be deemed to have first been made when such **Claim** is commenced as set forth in this definition (or, in the case of a written demand for monetary damages, when such demand is first received by an **Insured**).

Banking Customer means any person or entity that:

- a. has or had a written agreement with the **Organization**; or
- b. submitted a written application to the **Organization**,
to receive **Banking Services**.

Banking Services means **Loan Servicing** and only those services performed or required to be performed by an **Insured** for or on behalf of a **Banking Customer** of an **Insured**:

- a. for a fee, commission or other monetary consideration;
- b. where a fee, commission or other monetary consideration would usually be received by the **Insured** but for business or other reasons is waived by the **Insured**; or
- c. for other remuneration which inures to the benefit of such **Insured**.

Banking Services shall not include:

- (1) medical or health care services, real estate appraisal services, architectural or construction management services, or the practice of law or the rendering of legal services;
- (2) services performed by any entity which the **Insured** shall have acquired ownership or control as security for a loan, lease or other extension of credit; or
- (3) **Lending Services**.

Lending Claim means:

- a. a written demand for monetary damages;
- b. a civil proceeding commenced by the service of a complaint or similar pleading;
- c. an arbitration proceeding commenced by the submission of a statement of claim or similar document; or
- d. a criminal proceeding commenced by a return of an indictment,

by or on behalf of a **Lending Customer** against an **Insured** for a **Wrongful Act** by an **Insured** solely while performing **Lending Services**, including any appeal therefrom. **Lending Claim** does not include any **Banking Claim**.

Except as may otherwise be provided in Subsection 6, Subsection 7e or Subsection 8b of this Coverage Section, a **Lending Claim** will be deemed to have first been made when such **Claim** is commenced as set forth in this definition (or, in the case of a written demand for monetary damages, when such demand is first received by an **Insured**).

(3) Subsection 3., Exclusions, is amended by deleting Exclusion 3.b. and replacing it with the following:

- b. based upon, arising from, or in consequence of any demand, suit or other proceeding pending against, or order, decree or judgment entered for or against any **Insured**, on or prior to the applicable Pending or Prior Date set forth in ITEM 7(A) or 7(B) of the Declarations for this Coverage Section, or the same or substantially the same fact, circumstance, situation, transaction, event or **Wrongful Act** underlying or alleged therein;

(4) Subsection 3., Exclusions, is amended by deleting Exclusion 3.k.

- (5) Subsection 3., Exclusions, is amended by adding the following Exclusion, but solely with respect to **Lending Claims**:

The Company shall not be liable for **Loss** on account of any **Lending Claim** based upon, arising from, in consequence of any extension of credit that, at the time of its making, was in excess of the legal lending limit of the **Organization**.

- (6) Subsection 7., Limits of Liability, Retention and Coinsurance, is amended by deleting Subsection 7.a. and replacing it with the following:

7. a. Subject to the Combined Aggregate Limit of Liability Each **Policy Period** for this Coverage Section as stated in ITEM 3(B) of the Declarations of the General Terms and Conditions Section:
- (1) the Company's maximum liability for **Loss** on account of each **Banking Claim** shall be the Limit of Liability Each **Banking Claim** set forth in ITEM 2(A) of the Declarations for this Coverage Section;
 - (2) the Company's maximum liability for **Loss** on account of each **Lending Claim** shall be the Limit of Liability Each **Lending Claim** set forth in ITEM 2(B) of the Declarations for this Coverage Section; and
 - (3) the Company's maximum aggregate liability for **Loss** on account of all **Claims** first made during the **Policy Period** shall be the Limit of Liability Each **Policy Period** set forth in ITEM 2(C) of the Declarations for this Coverage Section.

- (7) Subsection 7., Limits of Liability, Retention and Coinsurance, is amended by deleting Subsection 7.f. and replacing it with the following:

- f. The limit of liability available during the Extended Reporting Period (if exercised) shall be part of, and not in addition to, the Company's Limit of Liability Each **Policy Period** as stated in ITEM 2(C) of the Declarations for this Coverage Section, for all **Loss** on account of all **Claims** first made during the immediately preceding **Policy Period**.

- (8) ITEM 2., Limits of Liability, of the Declarations for this Bankers Professional Liability Coverage Section is deleted and replaced with the following:

- ITEM 2. Limits of Liability:
- (A) Each **Banking Claim**: \$<MAXLIMIT>
 - (B) Each **Lending Claim**: \$<MAXLIMIT2>
 - (C) Each **Policy Period**: \$<MAXAGGLIM>

(9) ITEM 4., Retention, of the Declarations for this Bankers Professional Liability Coverage Section is deleted and replaced with the following:

ITEM 4. Retention:

- (A) Retention applicable to any **Banking Claim**: \$<RETENAMT1>
- (B) Retention applicable to any **Lending Claim**: \$<RETENAMT2>

(10) ITEM 7., Pending or Prior Date, of the Declarations for this Bankers Professional Liability Coverage Section is deleted and replaced with the following:

ITEM 7. Pending or Prior Dates:

- (A) Date applicable to any **Banking Claim**: <PENDINGPRIOR1>
- (B) Date applicable to any **Lending Claim**: <PENDINGPRIOR2>

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

Company: <CARRNAME>

Endorsement/rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

CHECK IMAGING SERVICES ENDORSEMENT

In consideration of the premium charged, it is agreed that, solely with respect to the Bankers Professional Liability Coverage Section, the policy is amended as follows:

(1) Subsection 1., Insuring Clause, is deleted and replaced with the following:

1. The Company shall pay, on behalf of an **Insured**, **Loss** on account of any **Claim** first made against such **Insured** during the **Policy Period** or, if exercised, during the Extended Reporting Period, by a **Customer** for a **Wrongful Act** while performing **Professional Services** (including failure to perform **Professional Services**) or by a **Check Imaging Customer** for a **Wrongful Act** while performing **Check Imaging Services** (including failure to perform **Check Imaging Services**).

(2) Subsection 2., Definitions, is amended by:

(A) adding the following defined terms:

Check Imaging Customer means:

- a. a **Customer** for whom the Organization has performed or is required to perform **Check Imaging Services**;
- b. the payer (other than a **Customer** in clause a. above) of any check on which the **Organization**, or a person or entity acting under written contract to the **Organization**, has performed or is required to perform **Check Imaging Services**; or
- c. any other person or entity to whom the **Organization** is, or is alleged to be, liable as a result of performing (including failing to perform) **Check Imaging Services**.

Check Imaging Services means:

- a. "truncating" original paper checks, as defined in the Check Clearing for the 21st Century Act, 117 Stat. 1177 (2003) (hereafter referred to as the "Check 21 Act");
- b. printing "substitute checks" as defined in the Check 21 Act;

- c. electronically recording images of paper checks;
- d. electronically recording the MICR line data from paper checks; and
- e. storing, transmitting, or transporting:
 - (1) original paper checks that have been “truncated”, as defined in the Check 21 Act;
 - (2) “substitute checks”, as defined in the Check 21 Act;
 - (3) electronically recorded images of paper checks; or
 - (4) electronically recorded MICR line data from checks.

Check Imaging Services shall not include any **Professional Service**.

Retroactive Date means <DATE>; provided that if no date is set forth in the preceding clause, then the **Retroactive Date** is the inception date set forth in ITEM 2 of the Declarations of the General Terms and Conditions.

- (B) adding the following to the definition of **Claim**:

Claim also means:

- a. a written demand for monetary damages;
 - b. a civil proceeding commenced by the service of a complaint or similar proceeding;
 - c. an arbitration proceeding commenced by the submission of a statement of claim or similar document; or
 - d. a criminal proceeding commenced by the return of an indictment,
- by or on behalf of a **Check Imaging Customer** against an **Insured** for a **Wrongful Act** while performing **Check Imaging Services**, including any appeal therefrom.

- (C) deleting the definition of **Professional Services** and replacing it with the following:

Professional Services means **Loan Servicing** and only those services performed or required to be performed by an **Insured** for or on behalf of a **Customer** of an **Insured**:

- a. for a fee, commission or other monetary consideration;
- b. where a fee, commission or other monetary consideration would usually be received by the **Insured** but for business or other reasons is waived by the **Insured**; or
- c. for other remuneration which inures to the benefit of such **Insured**.

Professional Services shall not include:

- (1) medical or health care services, real estate appraisal services, architectural or construction management services, the practice of law or the rendering of legal services;
- (2) services performed by any entity which the **Insured** shall have acquired ownership or control as security for a loan, lease or other extension of credit;

- (3) **Lending Services**; or
- (4) **Check Imaging Services**.

(3) Subsection 3., Exclusions, is amended by:

(A) adding the following Exclusion:

The Company shall not be liable for **Loss** on account of any **Claim** based upon, arising from, or in consequence of a **Wrongful Act** while performing (including failing to perform) **Check Imaging Services** when such **Wrongful Act** first occurs before the **Retroactive Date**.

(B) deleting Exclusion 3.c. and replacing it with the following:

c. brought or maintained by or on behalf of any **Insured** in any capacity; provided that this Exclusion 3c shall not apply to that portion of any **Claim**:

- (1) where the claimant is an **Insured Person** and was provided with or entitled to be provided with **Professional Services** or **Check Imaging Services** and is bringing such **Claim** solely in his or her capacity as a **Customer** or a **Check Imaging Customer** of the **Organization** and where the **Claim** is brought without the solicitation, assistance or participation of any other **Insured**; or
- (2) brought or maintained by an **Insured Person** for contribution or indemnity, if such **Claim** directly results from another Claim covered under this **Coverage Section**.

(C) deleting Exclusion 3.p. and replacing it with the following:

p. based upon, arising from, or in consequence of the rendering of or failing to render any information or network technology service or advice regardless of whether a **Claim** is brought by a **Customer** or any other person or organization. However, this Exclusion 3p shall not apply to any **Claim** for the rendering of or failing to render any information or network technology service or advice by an **Insured** to a **Customer** in accordance with the terms of a written contract for remote imaging services between the **Customer** and the **Organization**, provided the **Claim** arises out of such **Customer's** performance of **Check Imaging Services** for its own account pursuant to such written contract for remote imaging services;

(D) deleting Exclusion 3.q. and replacing it with the following:

q. based upon, arising from, or in consequence of mechanical or electronic failure, breakdown or malfunction of any machine or system of machines. However, this exclusion shall not apply to a **Claim** brought by a **Check Imaging Customer** in his or her capacity as such.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of the policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

**AMEND REPRESENTATIONS AND SEVERABILITY WITH ABSOLUTE NON-RESCINDABLE
COVERAGE ENDORSEMENT**

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

- (1) Section 18., Representations and Severability, of this policy is deleted and replaced with the following:
 - (a) The **Insureds** acknowledge and agree that, in issuing this policy, the Company has relied on all statements, representations and information contained in the **Application** as being true and accurate. All such statements, representations and information are the basis for this policy and are to be considered incorporated into this policy.
 - (b) With respect to any statements, representations and information contained in the **Application**, no knowledge possessed by an **Insured Person** shall be imputed to any other **Insured Person**. However, in the event that any of the statements, representations or information is not truthfully and accurately disclosed in the **Application**, no coverage shall be afforded for any **Claim** based upon, arising from or in consequence of any untruthful or inaccurate statements, representations or information under:
 - (i) Insuring Clause 1 of this policy, with respect to any **Insured Person** who knew of such untruthful or inaccurate statements, representations or information (whether or not such individual knew of such untruthful or inaccurate statements, representations or information in the **Application**);
 - (ii) Insuring Clause 2 of this policy, with respect to any **Organization** to the extent it indemnifies any **Insured Person** in subsection (i) above; and
 - (iii) Insuring Clause 3 or 4 of this policy (if either such Insuring Clause is added to the policy by endorsement), with respect to any **Organization** if any past or present chief executive officer or chief financial officer of the **Parent Organization** knew of such untruthful or inaccurate statements, representations or information (whether or not such individual knew of such untruthful or inaccurate statements, representations or information in the **Application**);

(2) The following Section is added to this policy as follows:

Non-Rescindable

The Company shall not be entitled under any circumstances to rescind this policy with respect to any **Insured**.

(3) Solely with respect to any **Claim** under this policy which may be subject to this endorsement, Section 12., Allocation, of this policy is deemed deleted and replaced with the following:

If, in any **Claim** under this policy, the **Insureds** who are afforded coverage for such **Claim** incur an amount consisting of both **Loss** that is covered by this policy and loss that is not covered by this policy because such **Claim** includes both covered and uncovered matters or covered and uncovered parties, then all loss incurred by such **Insured** from such **Claim** will be allocated between covered **Loss** and uncovered loss based upon the relative legal exposures of the parties to such matters.

Nothing contained herein shall limit or waive any other rights or remedies available to the Company.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

Company: <CARRNAME>

Endorsement/rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

BPL – CREDIT UNION COVERAGE ENDORSEMENT

In consideration of the premium charged, it is agreed that, solely with respect to the Bankers Professional Liability Coverage Section, the policy is amended as follows:

- (1) Subsection 2., Definitions, is amended by adding the following Definitions:

Cyber-attack means a set of unauthorized **Instructions** that are designed to modify, alter, damage, destroy, delete, record or transmit information within a **System** without authorization, including those **Instructions** that are self-replicating or self-propagating and are designed to contaminate other computer programs or **Data**, consume computer resources or in some fashion usurp the normal operation of a **System**.

Data means a representation of information, knowledge, facts, concepts or instructions that are being processed or have been processed in a computer.

Impaired Access Injury means injury sustained by a **Customer**, who is authorized by the **Organization** to access a **System** owned or controlled by such **Organization**, because such access has been impaired or denied.

Instructions means an ordered set of **Data** that, when executed by a computer, causes it to process **Data** or perform one or more operations.

System means a computer and all input, output, processing, storage, off-line media library, and communication facilities that are connected to such computer.

- (2) Subsection 2., Definitions, is amended by deleting the Definitions of **Professional Services** and **Wrongful Act** and replacing them with the following:

Professional Services means only those services performed or required to be performed by an **Insured** for or on behalf of a **Customer** of an **Insured**:

- a. for a fee, commission or other monetary consideration;
- b. where a fee, commission or other monetary consideration would usually be received by the **Insured** but for business or other reasons is waived by the **Insured**; or
- c. for other remuneration which inures to the benefit of such **Insured**.

Professional Services shall not include:

- (1) medical or health care services, real estate appraisal services, architectural or construction management services, the practice of law or the rendering of legal services; or
- (2) services performed by any entity which the **Insured** shall have acquired ownership or control as security for a loan, lease or other extension of credit.

Wrongful Act means only the following acts, errors or omissions committed, attempted, or allegedly committed or attempted, before or during the **Policy Period**:

- a. a breach by the **Organization** of a contract or agreement for **Professional Services** between the **Organization** and a **Customer** that is a natural person;
- b. a wrongful repossession or wrongful foreclosure of property by the **Organization**;
- c. an unintentional error or omission by the **Organization** in payment of shares or deposits or in the application of funds received from a **Customer**;
- d. an unintentional violation by the **Organization** of the United States Bankruptcy Code, as amended;
- e. an unintentional violation by the **Organization** of the Fair Debt Collection Practices Act (15 U.S.C. § 1692 et seq.), as amended, or any similar federal, state or local statute, law, rule or regulation;
- f. an unintentional violation by the **Organization** of any unfair or deceptive trade practices act;
- g. the **Organization** acquiring the status as a lien holder or secured party;
- h. an unintentional error or omission by an **Insured Person** while acting in his or her capacity as a notary public; or
- i. an extension of credit by the **Organization** to a **Customer**, a refusal by the **Organization** to extend credit to a **Customer**, or a breach by the **Organization** of a contract or agreement to extend credit to a **Customer**.

Wrongful Act shall also mean the following occurrences before or during the **Policy Period**:

- (1) the transmission of a **Cyber-attack** into a **System** owned or controlled by the **Organization** that directly results in an **Impaired Access Injury**; or (2) the malfunction of a **System** owned or controlled by the **Organization** that directly results in an **Impaired Access Injury**.

- (3) Subsection 3., Exclusions, is amended by deleting Exclusion 3.k.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of the policy shall remain unchanged.

<ENDSIG>

Authorized Representative

SERFF Tracking Number: CHUB-125283214 *State:* Arkansas
Filing Company: Federal Insurance Company *State Tracking Number:* AR-PC-07-026050
Company Tracking Number: DO AR0037610F01
TOI: 17.1 Other Liability - Claims Made Only *Sub-TOI:* 17.1006 Directors & Officers Liability
Product Name: ForeFront Portfolio for Community Banks
Project Name/Number: FFP for Comm Banks Endt Filing/00376

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: CHUB-125283214

State: Arkansas

Filing Company: Federal Insurance Company

State Tracking Number: AR-PC-07-026050

Company Tracking Number: DO AR0037610F01

TOI: 17.1 Other Liability - Claims Made Only

Sub-TOI: 17.1006 Directors & Officers Liability

Product Name: ForeFront Portfolio for Community Banks

Project Name/Number: FFP for Comm Banks Endt Filing/00376

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status:

Approved

09/20/2007

Comments:

Attachments:

AR forms schedule 376.pdf

AR P&C trans 376.pdf

Satisfied -Name: forms listing

Review Status:

Approved

09/20/2007

Comments:

Attachment:

Forms List 376.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 # DO AR0037610F01

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

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Amended Definition of Loss Endorsement	14-02-12830 (02/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Charter Conversion Exclusion Endorsement	14-02-12937 (03/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Co-Defendant Coverage Endorsement	14-02-12981 (03/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Specific Matter Exclusion Endorsement	14-02-13012 (03/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Amended Definition of Loss – Punitive Damages Endorsement	14-02-13039 (04/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Amend Definition of Loss – Punitive Damages Endorsement	14-02-13072 (04/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Third Party Liability Coverage Endorsement	14-02-13122 (05/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Cybersecurity Liability and Written Record Disclosure Injury Coverage Endorsement	14-02-13218 (06/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Written Record Disclosure Injury Endorsement	14-02-13219 (06/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Lending Services Endorsement	14-02-13221 (09/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11	Check Imaging Services Endorsement	14-02-13295 (07/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	Amend Representations and Severability with Absolute Non-Rescindable Coverage Endorsement	14-02-13316 (07/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13	BPL- Credit Union Coverage Endorsement	14-02-13332 (08/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

Property & Casualty Transmittal Document

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

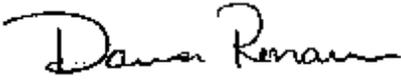
3. Group Name	Group NAIC #
Chubb Group of Insurance Companies	0038

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Federal Insurance Company	IN	20281	13-1963496	

5. Company Tracking Number	DO AR0037610F01
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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
Donna M. Ronan 82 Hopmeadow St., P.O. Box 2002 Simsbury CT 06070-7683	State Filing Analyst	800-464-7965	860-408-2047	ronand@chubb.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Donna M. Ronan

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

9. Type of Insurance (TOI)	17.1000
10. Sub-Type of Insurance (Sub-TOI)	17.1006
11. State Specific Product code(s) (if applicable) [See State Specific Requirements]	n/a
12. Company Program Title (Marketing Title)	ForeFront for Community Banks Endorsement filing
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:
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	9/11/2007
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document

20.	This filing transmittal is part of Company Tracking #	DO AR0037610F01
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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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In accordance with the laws of the state of Arkansas, we are making this endorsement filing for our program called ForeFront Portfolio for Community Banks.

All endorsements are optional and non premium bearing.

Enclosed with this letter to facilitate your review of ForeFront Portfolio for Community Banks Endorsement filing are the following components:

Required State Forms (if applicable)

Forms Listing

SERFF filing # CHUB-125283214

22.	Filing Fees (Filer must provide check # and fee amount if applicable.) [If a state requires you to show how you calculated your filing fees, place that calculation below]
	Check #: 00364353 Amount: 50.00
	Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

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

ForeFront Portfolio for Community Banks

Federal Insurance Company

Forms Listing

Form Number	Form Title	Coverage Section
14-02-12830 (02/2007)	Amended Definition of Loss Endorsement	17-02-4991
14-02-12937 (03/2007)	Charter Conversion Exclusion Endorsement	17-02-4991
14-02-12981 (03/2007)	Co-Defendant Coverage Endorsement	17-02-4979
14-02-13012 (03/2007)	Specific Matter Exclusion Endorsement	17-02-4995
14-02-13039 (04/2007)	Amended Definition of Loss – Punitive Damages Endorsement	17-02-4983
14-02-13072 (04/2007)	Amend Definition of Loss – Punitive Damages Endorsement	17-02-4987
14-02-13122 (05/2007)	Third Party Liability Coverage Endorsement	17-02-4983
14-02-13218 (06/2007)	Cybersecurity Liability and Written Record Disclosure Injury Coverage Endorsement	17-02-4995
14-02-13219 (06/2007)	Written Record Disclosure Injury Endorsement	17-02-4995
14-02-13221 (09/2007)	Lending Services Endorsement	17-02-4995
14-02-13295 (07/2007)	Check Imaging Services Endorsement	17-02-4995
14-02-13316 (07/2007)	Amend Representations and Severability with Absolute Non-Rescindable Coverage Endorsement	17-02-4991
14-02-13332 (08/2007)	BPL- Credit Union Coverage Endorsement	17-02-4995

17-02-4983 – ForeFront Portfolio for Community Banks Employment Practices Liability

17-02-4987 - ForeFront Portfolio for Community Banks Fiduciary Liability

17-02-4979 - ForeFront Portfolio for Community Banks General Terms and Conditions

17-02-4991 - ForeFront Portfolio for Community Banks Directors and Officers Liability

17-02-4995 - ForeFront Portfolio for Community Banks Bankers Professional Liability