

SERFF Tracking Number: WESA-125349843 State: Arkansas
Filing Company: United States Liability Insurance Company State Tracking Number: #25731 \$50
Company Tracking Number: PROF-EPL-07-29-F
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0010 Employment Practices Liability
Product Name: Employment Practices Liability
Project Name/Number: Employment Practices Liability Form Revision/PROF-EPL-07-29

Filing at a Glance

Company: United States Liability Insurance Company

Product Name: Employment Practices Liability SERFF Tr Num: WESA-125349843 State: Arkansas

TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: #25731 \$50

Made/Occurrence

Sub-TOI: 17.0010 Employment Practices Co Tr Num: PROF-EPL-07-29-F State Status: Fees verified and received
Liability

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

Author: Westmont Associates Disposition Date: 01/09/2008

Date Submitted: 11/08/2007 Disposition Status: Approved

Effective Date Requested (New): Effective Date (New):

Effective Date Requested (Renewal): Effective Date (Renewal):

State Filing Description:

General Information

Project Name: Employment Practices Liability Form Revision

Project Number: PROF-EPL-07-29

Reference Organization:

Reference Title:

Filing Status Changed: 01/09/2008

State Status Changed: 01/09/2008

Corresponding Filing Tracking Number:

Filing Description:

Submission of Employment Practices Liability Form Revision

Status of Filing in Domicile: Pending

Domicile Status Comments: Filing was recently submitted in state of domicile.

Reference Number:

Advisory Org. Circular:

Deemer Date:

Company and Contact

Filing Contact Information

SERFF Tracking Number: WESA-125349843 State: Arkansas
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(This filing was made by a third party - westmontassociatesinc)

Jennifer Waldron, jenb@westmontlaw.com
25 Chestnut Street (856) 216-0220 [Phone]
Haddonfield, NJ 08033 (856) 216-0303[FAX]

Filing Company Information

United States Liability Insurance Company CoCode: 25895 State of Domicile: Pennsylvania
25 Chestnut Street Group Code: 31 Company Type: Property and
Casualty

Suite 105
Haddonfield, NJ 08033 Group Name: State ID Number:
(856) 216-0220 ext. [Phone] FEIN Number: 23-1383313

SERFF Tracking Number: WESA-125349843 State: Arkansas
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Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: Arkansas Fee for forms.
Per Company: No

| CHECK NUMBER | CHECK AMOUNT | CHECK DATE |
|--------------|--------------|------------|
| 25731 | \$50.00 | 11/06/2007 |

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Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|----------|---------------|------------|----------------|
| Approved | Edith Roberts | 01/09/2008 | 01/09/2008 |

Objection Letters and Response Letters

| Objection Letters | | | | Response Letters | | |
|---------------------------|---------------|------------|----------------|---------------------|------------|----------------|
| Status | Created By | Created On | Date Submitted | Responded By | Created On | Date Submitted |
| Pending Industry Response | Edith Roberts | 11/20/2007 | 11/20/2007 | Westmont Associates | 12/26/2007 | 12/26/2007 |

Amendments

| Item | Schedule | Created By | Created On | Date Submitted |
|--|----------|---------------------|------------|----------------|
| Employment Practices Liability Merger, Acquisition or Formation of a Subsidiary Addendum | Form | Westmont Associates | 11/27/2007 | 11/27/2007 |

Filing Notes

| Subject | Note Type | Created By | Created On | Date Submitted |
|--|------------------|---------------------|------------|----------------|
| Question Regarding 11/20/07 Objection Letter | Note To Reviewer | Westmont Associates | 11/20/2007 | 11/20/2007 |

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Disposition

Disposition Date: 01/09/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: WESA-125349843 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 | Letter of Authorization | Approved | Yes |
| Supporting Document | AR Cover Letter | Approved | Yes |
| Supporting Document | AR Forms Listing | Approved | Yes |
| Supporting Document | Side by Side Comparisons | Approved | Yes |
| Form | Employment Practices Liability Insurance Policy | Approved | Yes |
| Form | Known Circumstances Revealed in Application Exclusion Endorsement | Approved | Yes |
| Form | Named Insured Endorsement | Approved | Yes |
| Form | Partnership/Ownership Exclusion Endorsement | Approved | Yes |
| Form | Related Party Exclusion Endorsement | Approved | Yes |
| Form | Physician/Doctor Exclusion Endorsement | Approved | Yes |
| Form | Downsizing/Reorganization Exclusion Endorsement | Approved | Yes |
| Form | Franchise Endorsement | Approved | Yes |
| Form | Employee Placement Exclusion Endorsement | Approved | Yes |
| Form | Property Management Clarification Endorsement | Approved | Yes |
| Form | Defense Costs within Limits of Liability Endorsement | Approved | Yes |
| Form | Location Exclusion Endorsement | Approved | Yes |
| Form | Individual Exclusion Endorsement | Approved | Yes |
| Form | Third Party Coverage Endorsement | Approved | Yes |
| Form | Retroactive Date Endorsement | Approved | Yes |
| Form | Scheduled Insured Endorsement | Approved | Yes |
| Form | Schedule Entity(ies) Endorsement | Approved | Yes |
| Form | Independent Contractor Exclusion Endorsement | Approved | Yes |
| Form | Territory Limitation Endorsement | Approved | Yes |
| Form | Continuity of Coverage Endorsement | Approved | Yes |

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| | | | |
|-----------------------|--|----------|-----|
| Form | Increased Limits of Liability Pending & Prior Litigation Date Endorsement | Approved | Yes |
| Form | Continuity of Coverage Endorsement with Increased Limit of Liability | Approved | Yes |
| Form | Fair Labor Standards Act Sub Limit Endorsement | Approved | Yes |
| Form | Punitive Damages Exclusion Endorsement | Approved | Yes |
| Form | Other Insurance Endorsement | Approved | Yes |
| Form | Reliance Upon Another Company's Application | Approved | Yes |
| Form | Three Year Policy Term Endorsement | Approved | Yes |
| Form | Application | Approved | Yes |
| Form (revised) | Employment Practices Liability Merger, Acquisition or Formation of a Subsidiary Addendum | Approved | Yes |
| Form | Employment Practices Liability Merger, Acquisition or Formation of a Subsidiary Addendum | Approved | Yes |
| Form | Employment Practices Liability Downsizing, Layoff, Facility Closing Addendum | Approved | Yes |
| Form | Claim Supplement - Professional Liability | Approved | Yes |
| Form | Arkansas State Amendatory Endorsement | Approved | Yes |

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 11/20/2007
Submitted Date 11/20/2007
Respond By Date

Dear Jennifer Waldron,

This will acknowledge receipt of the captioned filing.

Please refer to Section V. Limit of Liability and Retention, Policy Form # EPLJ (9/07), item H. The limit of liability does not comply with AR Code Anno. 23-79-306 (6) which states that the limit for the supplemental Extended Reporting Period (Discovery Period) must be the greater of the limit remaining of the terminating policy aggregate or reinstated to 50%.

Section VII, you may not withhold either the basic extended reporting or the supplemental extended reporting period for cancellation due to non-payment of premium or for premium owed or deductibles owed. In C., please refer to limit requirements addressed in the first paragraph of my letter. With reference to provision D., the see above paragraph to comply with limits required by the aforementioned code.

Thanks!

Please feel free to contact me if you have questions.

Sincerely,
Edith Roberts

Response Letter

Response Letter Status Submitted to State
Response Letter Date 12/26/2007
Submitted Date 12/26/2007

Dear Edith Roberts,

Comments:

Response 1

SERFF Tracking Number: WESA-125349843 State: Arkansas
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 Product Name: Employment Practices Liability
 Project Name/Number: Employment Practices Liability Form Revision/PROF-EPL-07-29
 Comments: Dear Ms. Roberts:

This is in reply to your 11/20/07 Objection Letter regarding the above referenced submission.

1. Attached please find an Arkansas Amendatory Endorsement, which amends Paragraph F. of Section V. to state that the limits of liability for the optional ERP shall be no less than the greater of the amount of coverage remaining in the expiring policy aggregate or 50% of the aggregate at policy inception.
2. Please refer to the attached amendatory endorsement, which amends Paragraph A. of Section VII. to state that the ERP will be offered if the policy is cancelled or non-renewed for any reason. The amendatory also revises Paragraph D. of Section VII. to comply with the limits of liability requirements for extended reporting periods.

Regarding your comments on Paragraph C. of Section VII., we were not sure what changes needed to be made as that paragraph does not include any language regarding limits of liability. Please advise if additional changes need to be made to Paragraph C.

I hope this reply has satisfactorily addressed your concerns. Please contact me if you have any questions or require additional information. Thank you for your careful and continued attention to this submission.

Sincerely,
 Jennifer Waldron
 Westmont Associates, Inc.
 (856) 216-0220

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

| Form Name | Form Number | Edition Date | Form Type | Action | Action Specific Data | Readability Score | Attach Document |
|---------------------------------------|-------------|--------------|----------------------------------|--------|----------------------|-------------------|--------------------|
| Arkansas State Amendatory Endorsement | EPL AR | 12/07 | Endorsement/Amendment/Conditions | New | | 0 | ar amended _2_.pdf |

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No Rate/Rule Schedule items changed.

Sincerely,
Westmont Associates

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Amendment Letter

Amendment Date:
 Submitted Date: 11/27/2007

Comments:

Attached is a revised copy of form EPL PCA1. We have corrected a typo in the last paragraph.

Changed Items:

Form Schedule Item Changes:

| Form Name | Form Number | Edition Date | Form Type | Action | Replaced Form # | Previous Filing # | Readability Score | Attachments |
|--|-------------|--------------|-------------------------------|--------|-----------------|-------------------|-------------------|----------------------|
| Employment Practices Liability Merger, Acquisition or Formation of a Subsidiary Addendum | EPL PCA1 | 11/07 | Application/Binder/Enrollment | New | | | 0 | epl-pca1_(11-07).pdf |

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Note To Reviewer

Created By:

Westmont Associates on 11/20/2007 03:39 PM

Subject:

Question Regarding 11/20/07 Objection Letter

Comments:

Dear Ms. Roberts:

I am in receipt of your 11/20/07 Objection Letter and have a question regarding the second paragraph of the letter.

For paragraph C. of Section VII, you refer us to the limit requirements addressed in the first paragraph of your letter; however, paragraph C. does not address limits of liability. Paragraph C. states that all ERP premium will be deemed fully earned. Please advise if the Company is not able to deem the ERP premium fully earned.

Any assistance you can provide with regard to this matter would be greatly appreciated. I look forward to hearing from you soon.

Sincerely,

Jennifer Waldron

Westmont Associates, Inc.

(856) 216-0220

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Form Schedule

| Review Status | Form Name | Form # | Edition Date | Form Type Action | Action Specific Data | Readability | Attachment |
|---------------|---|---------|--------------|----------------------------------|--|-------------|---|
| Approved | Employment Practices Liability Insurance Policy | EPLJ | 9/07 | Policy/Coverage Form | Replaced Form #:0.00 EPLJ (4/00) Previous Filing #: | | EPL NEW POLICY.pdf |
| Approved | Known Circumstances Revealed in Application Exclusion Endorsement | EPL 106 | 9/07 | Endorsement/Amendment/Conditions | Replaced Form #:0.00 EPL 106 (6/94) Previous Filing #: | | EPL 106 _09-07_ Known Circumstances Revealed in App.pdf |
| Approved | Named Insured Endorsement | EPL 108 | 9/07 | Endorsement/Amendment/Conditions | Replaced Form #:0.00 EPL 108 (6/94) Previous Filing #: | | EPL 108 _09-07_ EXPANDED DEFINITION OF ORGANIZATION.pdf |
| Approved | Partnership/Ownership Exclusion Endorsement | EPL 109 | 9/07 | Endorsement/Amendment/Conditions | Replaced Form #:0.00 EPL 109 (5/95) Previous Filing #: | | EPL 109 _09-07_ PARTNERSHIP OWNERSHIP EXCLUSION.pdf |
| Approved | Related Party Exclusion Endorsement | EPL 110 | 9/07 | Endorsement/Amendment/Conditions | Replaced Form #:0.00 EPL 110 (9/94) Previous Filing #: | | EPL 110 _09-07_ RELATED PARTY EXCLUSION.pdf |
| Approved | Physician/Doctor Exclusion Endorsement | EPL 117 | 9/07 | Endorsement/Amendment/Conditions | Replaced Form #:0.00 EPL 117 (5/95) Previous Filing #: | | EPL 117 _09-07_ Physician- |

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| Approval | Description | EPL | Date | Category | Status | Form # | File Name |
|----------|--|---------|------|------------------------|----------|---|---|
| Approved | Downsizing/Reorganization Exclusion Endorsement | EPL 120 | 9/07 | Endorsement/Conditions | Replaced | Replaced Form #:0.00 EPL 120 (6/02) Previous Filing #: | Doctor Exclusion Endorsement.pdf EPL 120_09-07_Downsizing Reorganization Exclusion Endors....pdf |
| Approved | Franchise Endorsement | EPL 122 | 9/07 | Endorsement/Conditions | Replaced | Replaced Form #:0.00 EPL 122B (6/04) Previous Filing #: | EPL 122_09-07_Franchise Endorsement.pdf |
| Approved | Employee Placement Exclusion Endorsement | EPL 124 | 9/07 | Endorsement/Conditions | Replaced | Replaced Form #:0.00 EPL 124A (4/00) Previous Filing #: | EPL 124_09-07_EMPLOYEE PLACEMENT EXCLUSION.pdf |
| Approved | Property Management Clarification Endorsement | EPL 125 | 9/07 | Endorsement/Conditions | Replaced | Replaced Form #:0.00 EPL 125A (4/00) Previous Filing #: | EPL 125_09-07_Property Management Clarification Endorsement....pdf |
| Approved | Defense Costs within Limits of Liability Endorsement | EPL 133 | 9/07 | Endorsement/Conditions | Replaced | Replaced Form #:0.00 EPL133A (8/03) Previous Filing #: | EPL 133_09-07_DEFENSE WITHIN LIMITS ENDORSEMENT.pdf |
| Approved | Location Exclusion | EPL 140 | 9/07 | Endorsement/Conditions | Replaced | Replaced Form #:0.00 EPL 140 (10/06) | EPL 140_09-07_ |

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| Endorsement | ent/Condi ons | Previous Filing #: | LOCATION EXCLUSION .pdf |
|---|---|---|---|
| Approved Individual Exclusion Endorsement | EPL 141 9/07 Endorseme Replaced nt/Amendm ent/Condi ons | Replaced Form #:0.00 EPL 141 (8/98) Previous Filing #: | EPL 141 _09-07_ INDIVIDUAL EXCLUSION .pdf |
| Approved Third Party Coverage Endorsement | EPL 144 9/07 Endorseme Replaced nt/Amendm ent/Condi ons | Replaced Form #:0.00 EPL 144A (4/00) Previous Filing #: | EPL 144 _09-07_ THIRD PARTY COVERAGE .pdf |
| Approved Retroactive Date Endorsement | EPL 148 9/07 Endorseme Replaced nt/Amendm ent/Condi ons | Replaced Form #:0.00 EPL 148 (4/00) Previous Filing #: | EPL 148 _09-07_ RETROACTI VE DATE ENDORSEM ENT.pdf |
| Approved Scheduled Insured Endorsement | EPL 151 9/07 Endorseme Replaced nt/Amendm ent/Condi ons | Replaced Form #:0.00 EPL 151 (10/06) Previous Filing #: | EPL 151 _09-07_ Scheduled Insured Endorsemen t.pdf |
| Approved Schedule Entity(ies) Endorsement | EPL 152 9/07 Endorseme Replaced nt/Amendm ent/Condi ons | Replaced Form #:0.00 EPL 152 (10/06) Previous Filing #: | EPL 152 _09-07_ Scheduled Entity_ies_ Endorsemen t.pdf |
| Approved Independent Contractor Exclusion Endorsement | EPL 153 9/07 Endorseme Replaced nt/Amendm ent/Condi ons | Replaced Form #:0.00 EPL 153 (4/05) Previous Filing #: | EPL 153 _09-07_ INDEPENDE NT CONTRACT OR |

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| Approval | Description | EPL | Date | Endorsement/Condition | Replacement Form # | Replacement Form Description | File Name |
|----------|---|---------|------|------------------------|----------------------|------------------------------------|--|
| Approved | Territory Limitation Endorsement | EPL 155 | 9/07 | Endorsement/Conditions | Replaced Form #:0.00 | EPL 155 (10/06) Previous Filing #: | EXCLUSION .pdf EPL 155 _09-07_ Territory Endorsement.pdf |
| Approved | Continuity of Coverage Endorsement | EPL 157 | 9/07 | Endorsement/Conditions | Replaced Form #:0.00 | EPL 157 (6/05) Previous Filing #: | EPL 157 _09-07_ Continuity of Coverage Endorsement.pdf |
| Approved | Increased Limits of Liability Pending & Prior Litigation Date Endorsement | EPL 160 | 9/07 | Endorsement/Conditions | Replaced Form #:0.00 | EPL 160 (7/06) Previous Filing #: | EPL 160 _09-07_ INCREASED LIMITS OF LIABILITY PEND-PRIOR L...pdf |
| Approved | Continuity of Coverage Endorsement with Increased Limit of Liability | EPL 161 | 9/07 | Endorsement/Conditions | Replaced Form #:0.00 | EPL 161 (7/06) Previous Filing #: | EPL 161 _09-07_ Continuity with Increased Limit.pdf |
| Approved | Fair Labor Standards Act Sub Limit Endorsement | EPL 162 | 9/07 | Endorsement/Conditions | Replaced Form #:0.00 | EPL 162 (5/07) Previous Filing #: | EPL 162 _09-07_ FLSA ENDORSEMENT.pdf |
| Approved | Punitive Damages Exclusion Endorsement | EPL 163 | 9/07 | Endorsement/Conditions | New | 0.00 | EPL 163 _09-07_ PUNITIVE DAMAGES EXCLUSION .pdf |

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|----------|--|---------------|-------|---|---|--|
| Approved | Other Insurance Endorsement | EPL 164 | 9/07 | Endorseme New nt/Amendm ent/Condi ons | 0.00 | EPL 164 _09-07_ OTHER INSURANC E ENDORSEM ENT.pdf |
| Approved | Reliance Upon Another Company's Application | EPL 165 | 9/07 | Endorseme New nt/Amendm ent/Condi ons | 0.00 | EPL 165 _09-07_ RELIANCE UPON ANOTHER CO'S APPLICATI ON.pdf |
| Approved | Three Year Policy Term Endorsement | EPL-3YR- N | 9/07 | Endorseme Replaced nt/Amendm ent/Condi ons | Replaced Form #:0.00 EPL-3-YR (4/07) Previous Filing #: | EPL 3 YR-N _09-07_ 3YR POLICY TERM.pdf |
| Approved | Application | EP-5 | 5/07 | Application/ New Binder/Enro llment | 0.00 | EP-5 (05-07) Application.p df |
| Approved | Employment Practices Liability Merger, Acquisition or Formation of a Subsidiary Addendum | EPL PCA111/07 | | Application/ New Binder/Enro llment | 0.00 | epl- pca1_(11- 07).pdf |
| Approved | Employment Practices Liability Downsizing, Layoff, Facility Closing Addendum | EPL PCA29/05 | | Application/ New Binder/Enro llment | 0.00 | EP-5 Downsizing, Layoff, Closing Supplement al.pdf |
| Approved | Claim Supplement - | CLAIM SUPP | 10/06 | Application/ New Binder/Enro | 0.00 | EP-5 Claims Supplement |

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| | | | | | | | |
|----------|---------------------------------------|--------|-------|---------------------------------------|--|------|--------------------|
| | Professional Liability | | | llment | | | al.pdf |
| Approved | Arkansas State Amendatory Endorsement | EPL AR | 12/07 | Endorseme New nt/Amendm ent/Condi ons | | 0.00 | ar amended _2_.pdf |

Employment

Practices

Liability

Insurance

Policy

**United States
Liability Insurance
Group**

A Berkshire Hathaway Company

190 South Warner Road
Wayne, PA 19087-2191
1-800-523-5545 www.usli.com

This policy jacketed together with the declarations page, coverage form and endorsements, if any, complete this policy.

The enclosed declarations designates the issuing company.

Employment Practices Liability Insurance Policy

Notice: This is a Claims Made Policy. This Policy covers only those **Claims** first made against the **Insured** during the **Policy Period** or Extended Reporting Period, if purchased. **Defense Costs** shall be applied against the Retention.

In consideration of the payment of the premium and in reliance upon all statements made and information furnished to the **Company**, including the statements made in the **Application** and all attachments and materials submitted therewith, and subject to all the provisions of this Policy, the **Company** agrees as follows:

I. INSURING AGREEMENT

- A. The **Company** will pay on behalf of the **Insured**, **Loss** in excess of the Retention not exceeding the Limit of Liability shown on the policy Declarations for which this coverage applies that the **Insured** shall become legally obligated to pay because of **Claims** first made against the **Insured** during the **Policy Period** or during any Extended Reporting Period, if applicable, for **Wrongful Acts** arising solely out of an **Insured's** duties on behalf of the **Organization**.
- B. The **Company** has the right and duty to defend any **Claim** to which this insurance applies, even if the allegations of the **Claim** are groundless, false or fraudulent.

II. FULL PRIOR ACTS COVERAGE PROVISION

Coverage shall apply to any **Claim** made against an **Insured** for **Wrongful Acts** arising solely out of the **Insured's** duties on behalf of the **Organization** committed prior to the expiration date of this Policy or the effective date of cancellation or nonrenewal of this Policy, if applicable, provided that the **Claim** is first made during the **Policy Period**, or Extended Reporting Period, if applicable.

However, coverage shall not apply to any **Claim** based upon or arising out of any **Wrongful Act** or circumstance likely to give rise to a **Claim** of which the person or persons signing the **Application** had knowledge or otherwise had a reasonable basis to anticipate might result in a **Claim**, prior to the earlier of:

- A. the inception date of this Policy; or
- B. the inception date of the first Policy of this type the **Company** has issued to the **Parent Organization**, provided that the **Company** has written continuous coverage for the **Parent Organization** from such date to the inception date of this Policy.

III. DEFINITIONS

A. "Application" means:

- (1) an application and any material submitted for this Policy and
- (2) an application(s), and any material submitted, for all previous Policies issued by the **Company** providing continuous coverage until the inception date of this Policy.

The content of (1) and (2) above is incorporated by reference in this Policy as if physically attached hereto.

B. "Claim" means:

- (1) any written notice received by any **Insured** that any person or entity intends to hold such **Insured** responsible for a **Wrongful Act**; or
- (2) any proceeding initiated against any **Insured**, including any appeal therefrom, seeking to hold such **Insured** responsible for a **Wrongful Act**, including any proceeding conducted by the Equal Employment Opportunity Commission or similar federal, state or local agency and any appeal therefrom;

A **Claim** shall be considered first made when the **Insured** or its legal representative or agent first receives notice of a **Claim**.

C. **"Company"** means the insurer identified on the Policy Declarations.

D. **"Defense Costs"** means reasonable and necessary legal fees and expenses incurred by the **Company**, or by any attorney designated by the **Company** to defend any **Insured**, resulting from the investigation, adjustment, defense and appeal of a **Claim**.

Defense Costs includes other fees, costs, costs of attachment or similar bonds (without any obligation on the part of the **Company** to apply for or furnish such bonds,) but does not include salaries, wages, overhead or benefits expenses of any **Insured**.

E. **"Discrimination"** means:

- (1) the termination of an employment relationship; or
- (2) a demotion or a failure to hire or promote any individual; or
- (3) any other limitation or classification of an **Employee** or applicant for employment which would deprive any individual of employment opportunities or adversely affect any individual's status as an **Employee**;

because of race, color, religion, age, sex, disability, pregnancy, national origin, marital status, sexual orientation or other protected class or characteristic established under applicable federal, state, or local statute, ordinance, regulation or order.

F. **"Domestic Partner"** means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law.

G. **"Employee"** means any natural person whose labor or service is engaged by and directed by the **Organization** while performing duties related to the conduct of the **Organization's** business and includes leased, part-time, seasonal and temporary workers, independent contractors, volunteers and interns.

An **Employee's** status as an **Insured** will be determined as of the date of the **Wrongful Act** that results in a **Claim**.

H. **"Harassment"** means:

- (1) sexual harassment including unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature that are made a condition of employment, are used as a basis for employment decisions, or create a work environment that is hostile, intimidating or offensive or that interferes with performance; or
- (2) other harassment which creates a work environment that is hostile, intimidating or offensive or that otherwise interferes with performance.

I. **"Individual Insured(s)"** means any persons who were, now are, or shall be directors, officers, partners, managing members or **Employees** of the **Organization** including their estates, heirs, legal representatives or assigns in the event of their death, incapacity or bankruptcy.

J. **"Insured(s)"** means the **Organization** and the **Individual Insureds**.

K. **"Loss"** means damages and settlements, front pay and back pay, and pre-judgment and post judgment interest awarded by a court and punitive or exemplary damages to the extent such damages are insurable under applicable law but does not include fines, penalties, taxes, the multiplied portion of any multiple damage award or an express obligation to make payments in the event of the termination of employment.

For the purpose of determining the insurability of punitive damages and exemplary damages, the laws of the jurisdiction most favorable to the insurability of such damages shall control, provided that such jurisdiction has a substantial relationship to the relevant **Insured** or to the **Claim** giving rise to the damages.

L. "Organization" means:

- (1) the **Parent Organization** and
- (2) any **Subsidiary** of the **Parent Organization**; and
- (3) any entity in its capacity as a debtor in possession of (1) or (2) above under the United States bankruptcy law or equivalent status under the law of any other jurisdiction.

M. "Parent Organization" means the entity named in Item 1 of the Policy Declarations.

N. "Policy Period" means the period from the effective date of this Policy as set forth in the Policy Declarations, to the expiration date or effective date of cancellation or nonrenewal, if any.

O. "Retaliation" means any actual or alleged retaliatory treatment against an **Employee** because of:

- (1) the exercise of or attempt to exercise an **Employee's** rights under law; or
- (2) an **Employee's** disclosure of or threat to disclose to a governmental agency or superior, acts of actual or alleged wrongdoing by an **Insured**; or
- (3) the filing of any claim under any federal, state, or local "whistle-blower" law including the Federal False Claims Act; or
- (4) **Employee** strikes or slowdowns.

P. "Subsidiary" means, for the purpose of this Policy, any entity which is more than 50% owned by the **Parent Organization** as of the effective date of this Policy and is disclosed as a **Subsidiary** in an **Application** to the **Company**.

An entity formed or acquired after the effective date of this Policy is, for the purpose of this Policy, a **Subsidiary** if:

- (1) the entity's **Employees** total less than 25% of the total work force of the **Parent Organization**

and

- (2) notice is given to the **Company** with full particulars about the new **Subsidiary** as soon as practicable but no later than the expiration date of this Policy or effective date of cancellation or nonrenewal, if any

An entity which is formed or acquired after the effective date of this Policy and its **Employees** total 25% or more of the total work force of the **Parent Organization** is, for the purpose of this Policy, a **Subsidiary** if:

- (1) notice is given to the **Company** of such **Subsidiary** as soon as practicable but within sixty (60) days of the formation or acquisition of the **Subsidiary** and
- (2) the **Parent Organization** provides the **Company** with such information as the **Company** may deem necessary to determine insurability of the **Subsidiary** and
- (3) the **Parent Organization** accepts any special terms, conditions, exclusions, limitations or premium imposed by the **Company** and
- (4) the **Company**, at its sole discretion, agrees to insure the **Subsidiary**.

A **Subsidiary** which is sold or dissolved:

- (1) after the effective date of this Policy and which was an **Insured** under this Policy; or
- (2) prior to the effective date of this Policy and which was an **Insured** under a prior Policy issued by the **Company**;

shall continue to be an **Insured**, but only with respect to **Claims** first made during this **Policy Period** or Extended Reporting Period, if applicable, arising out of **Wrongful Acts** committed or allegedly committed during the time the entity was a **Subsidiary** of the **Parent Organization**.

- Q. **"Workplace Tort"** means any actual or alleged employment-related:
- (1) misrepresentation; or
 - (2) negligent supervision, training or evaluation; or
 - (3) wrongful discipline; or
 - (4) wrongful deprivation of a career opportunity; or
 - (5) failure to enforce written policies and procedures relating to a **Wrongful Act**.

- R. **"Wrongful Act"** means any actual or alleged act of:
- (1) **Discrimination**; or
 - (2) **Harassment**; or
 - (3) **Retaliation**; or
 - (4) **Wrongful Termination**; or
 - (5) **Workplace Tort**; or
 - (6) negligent violation of the Uniform Services Employment & Reemployment Rights Act; or
 - (7) negligent violation of the Family and Medical Leave Act of 1993; or
 - (8) negligent violation of state law having the same or substantially similar purpose as the Acts in (6) or (7) above; or
 - (9) acts described in clauses (1) through (8) above arising from the use of the **Organization's** Internet, e-mail, telecommunication or similar systems, including the failure to provide and enforce adequate policies and procedures relating to such use of the **Organization's** Internet, e-mail, telecommunication or similar systems;

committed or allegedly committed by the **Organization** or by an **Individual Insured** acting solely within his/her capacity as such, involving and brought by any **Employee**, former **Employee** or applicant for employment with the **Organization** or asserted by any **Employee**, former **Employee** or applicant for employment with the **Organization** against an **Individual Insured** because of his/her status as such.

It is further agreed that the same **Wrongful Act**, an interrelated series of **Wrongful Acts** or a series of

similar or related **Wrongful Acts** by one or more **Insureds** shall be deemed to be one **Wrongful Act** and to have commenced at the time of the earliest **Wrongful Act**.

- S. **"Wrongful Termination"** means the actual or constructive termination of an employment relationship or the demotion of or the failure to promote any **Employee** in a manner which is illegal and wrongful or in breach of an implied agreement to continue employment.

IV. EXCLUSIONS

- A. The **Company** shall not be liable to make payment for **Loss** or **Defense Costs** in connection with any **Claim** made against the **Insured** for;

any actual or alleged bodily injury, sickness, disease or death of any person, or damage to or destruction of any tangible property including any resulting loss of use; provided that this exclusion shall not apply to **Claims** for mental anguish, emotional distress, invasion of privacy, humiliation, libel, slander or defamation that result from a **Wrongful Act**.

- B. The **Company** shall not be liable to make payment for **Loss** or **Defense Costs** (except where otherwise noted) in connection with any **Claim** made against the **Insured** arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

- (1) conduct of the **Insured** or at the **Insured's** direction that is fraudulent, dishonest or criminal provided that this exclusion will not apply to:
 - a. **Defense Costs** incurred until such conduct is established to be fraudulent, dishonest or criminal by final and non-appealable judgment or adjudication;
 - b. the strictly vicarious liability of the **Insured** for the fraudulent, dishonest or criminal conduct of another **Insured**; or

- (2) any pension, profit sharing, welfare benefit or other employee benefit program established in whole or in part for the benefit of any **Individual Insured**, or based upon, arising out of or in any way involving the Employee Retirement Income Security Act of 1974 (except Section 510 thereof) or any amendments thereof or regulations promulgated thereunder or similar provisions of any federal, state or local statutory law or common law; provided that this exclusion will not apply to any **Claim** for actual or alleged **Retaliation** with regard to benefits paid or payable; or
- (3) any obligation under a worker's compensation, disability benefits, insurance benefits or unemployment compensation law or any similar law or regulation; provided that this exclusion will not apply to any **Claim** for actual or alleged **Retaliation** with regard to benefits paid or payable; or
- (4) any prior or pending litigation, administrative or regulatory proceeding, **Claim**, demand, arbitration, decree or judgment of which the **Insured** had written notice before the effective date of this Policy; or any fact, circumstance, event, situation, or **Wrongful Act** which before the effective date of this Policy was the subject of any notice under any other similar policy of insurance to the **Insured**; or any future **Claims** or litigation based upon the pending or prior litigation or derived from the same or essentially the same facts, actual or alleged; provided that, if this Policy is a renewal of a Policy or Policies previously issued by the **Company** and if the coverage provided by the **Company** was continuous from the effective date of the first such other Policy to the effective date of this Policy, the reference in this exclusion to the "effective" date" will mean the

effective date of the first Policy under which the **Company** first provided continuous coverage to the **Insured**; or

- (5) any lockout, strike, picket line, replacement of worker(s) or other similar actions resulting from labor disputes or labor negotiations; provided that this exclusion will not apply to a **Claim** for actual or alleged **Retaliation** arising from the foregoing; or
- (6) the National Labor Relations Act, Labor Management Relations Act and amendments thereto, or any similar state, federal or local law or regulation; provided that this exclusion will not apply to a **Claim** for actual or alleged **Retaliation** arising from an **Insured's** alleged violation of such laws; or
- (7) any **Claim** against any **Subsidiary** or its **Individual Insureds** for any **Wrongful Act** occurring prior to the date that such entity became a **Subsidiary** or any **Wrongful Act** occurring at any time that such entity is not a **Subsidiary**; or
- (8) any damages which the **Insured** is legally obligated to pay by reason of the assumption of another's liability for a **Wrongful Act** in a contract or agreement. This exclusion does not apply to liability for damages that the **Insured** would have in the absence of the contract or agreement;
- (9) actual or alleged violations of the Fair Labor Standards Act, any amendments thereto, or any similar provisions of any federal, state or local law (except the Equal Pay Act); or improper wages or wage disputes due to misclassification of **Employees** as exempt or non-exempt; or misrepresentation involving any **Employee's** status as exempt or non-exempt.
- C. The **Company** shall not be liable to make payment for **Loss** in connection

with any **Claim** made against the **Insured** arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

- (1) the **Insured's** actual or alleged liability for damages under any express employment contract or express employment agreement; provided that this exclusion shall not apply to liability for a **Wrongful Act** which the **Insured** would have in the absence of such contract or agreement; or
- (2) any costs or actual or alleged liability resulting from the modification of any real or personal property in order to make said real or personal property more accessible or accommodating to any disabled person.

Defense Costs shall be a part of and not in addition to the Limit of Liability stated in Item III of the Policy Declarations for C (1) and C (2) above.

V. LIMITS OF LIABILITY AND RETENTION

Regardless of the number of **Insureds** under this Policy, **Claims** made or brought on account of **Wrongful Acts** or otherwise, the **Company's** liability is limited as follows:

- A.** The Limit of Liability specified in the Policy Declarations as "in the aggregate" shall be the maximum liability for **Loss** from all **Claims** to which this Policy applies.
- B.** The Limit of Liability specified in the Policy Declarations as the Limit for each **Claim** shall be the maximum liability for **Loss** for each **Claim** to which this Policy applies.
- C.** **Defense Costs** shall be in addition to the Limit of Liability shown in the Policy Declarations.
- D.** Subject to the Limits of Liability provisions stated in A., B., and C. above, the **Company** shall be liable to pay only **Defense Costs** and **Loss** in excess of the Retention specified in

the Policy Declarations hereof as respects each and every **Claim** to which this Policy applies.

E. The **Company** shall have no obligation to pay any part or all of the Retention specified in the Policy Declarations for any **Claim** on behalf of an **Insured**. If the **Company**, at its sole discretion, elects to pay any part or all of the Retention, the **Insureds** agree to repay such amounts to the **Company** upon demand.

F. The Limit of Liability for the Extended Reporting Period, if applicable, shall be a part of and not in addition to the Limit specified in the Policy Declarations.

G. **Claims** based upon or arising out of the same **Wrongful Act**, interrelated **Wrongful Acts**, or a series of similar or related **Wrongful Acts** shall be considered a single **Claim** and shall be considered first made during the **Policy Period** or Extended Reporting Period, if applicable, in which the earliest **Claim** arising out of such **Wrongful Act(s)** was first made and all **Loss** for such **Claims** shall be subject to the one Limit of Liability that applies to such earliest **Claim**.

H. The Limit of Liability for this Policy shall apply separately to each consecutive annual period starting with the beginning of the **Policy Period** shown in the Policy Declarations. If this Policy is issued for a period of more than twelve (12) months but less than twenty four (24) months or if the **Policy Period** is extended after issuance, the additional Extended Reporting Period will be deemed part of the last Policy Period for the purposes of determining the Limit of Liability.

VI. SPOUSAL AND DOMESTIC PARTNER EXTENSION

If a **Claim** against an **Individual Insured** includes a **Claim** against the lawful spouse or **Domestic Partner** of such **Individual Insured** solely by reason of (a) such spousal or **Domestic Partner** status or (b) such spouse's or **Domestic Partner's**

ownership interest in property or assets that are sought as recovery for **Wrongful Acts**, any **Loss** which such spouse or **Domestic Partner** becomes legally obligated to pay on account of such **Claim** shall be deemed **Loss** which the **Individual Insured** becomes legally obligated to pay as a result of the **Claim**.

All definitions, exclusions, terms and conditions of this Policy, including the Retention, applicable to any **Claim** against, or **Loss** or **Defense Costs** sustained by, such **Individual Insured** shall also apply to this coverage extension.

The extension of coverage afforded by this Section VI shall not apply to the extent the **Claim** alleges any **Wrongful Act**, error, omission, misstatement, misleading statement, neglect or breach of duty committed by such spouse or **Domestic Partner** as long as they are not also an **Individual Insured**.

VII. EXTENDED REPORTING PERIOD

- A. If the Policy expires, is cancelled or is non renewed for any reason other than non payment of premium, the **Parent Organization** shall have the right to purchase an Extended Reporting Period to report any **Claim(s)** or circumstance(s) which could be expected to give rise to a **Claim** being first made against an **Insured** during the twelve (12) months, twenty-four (24) months or thirty-six (36) months after the expiration date or effective date of such cancellation or non-renewal (depending upon the Extended Reporting Period purchased). An Extended Reporting Period shall only apply to a **Wrongful Act** committed before the date of the Policy expiration, cancellation or non-renewal. For the purpose of this clause, any change in premium terms or terms on renewal shall not constitute a refusal to renew.
- B. The additional premium for the Extended Reporting Period shall be 50% of the annual premium set forth in the Policy Declarations for the twelve (12) month period; 100% of the annual premium set forth in the

Policy Declarations for the twenty-four (24) month period; and 150% of the annual premium set forth in the Policy Declarations for the thirty-six (36) month period. The Extended Reporting Period begins on the expiration date or effective date of the cancellation or non-renewal of the Policy. The **Parent Organization** must notify the **Company** in writing and must pay the additional premium set forth above no later than thirty (30) days after the expiration date or effective date of such cancellation or non-renewal.

- C. All premium paid with respect to an Extended Reporting Period shall be deemed fully earned as of the first day of the Extended Reporting Period.
- D. The Limits of Liability available during the Extended Reporting Period shall not exceed the balance of the Limits of Liability available on the expiration date or effective date of the cancellation or non-renewal of the Policy.
- E. Coverage for **Claim(s)** or circumstances which ultimately lead to a **Claim(s)** first received and reported during the Extended Reporting Period shall be excess over any other valid and collectible insurance providing coverage for such **Claim(s)**.

VIII. DEFENSE AND SETTLEMENT

- A. The **Insured** shall not demand or agree to arbitration of any **Claim** without the written consent of the **Company**. The **Insured** shall not, except at personal cost, make any offer or payment, admit any liability, settle any **Claim**, assume any obligation or incur any expense without the **Company's** written consent.
- B. Except as otherwise provided in this Policy, if a **Claim** is made against an **Insured** for **Loss** that is both covered and uncovered by this Policy, the **Company** will pay one hundred percent (100%) of the **Defense Costs** for the **Claim** until such time that the Limits of Liability of this policy are exhausted by payment of a covered

Loss or the **Claim** for the covered **Loss** is resolved by settlement, verdict or summary judgment.

C. The **Company**, as it deems expedient, has the right to investigate, adjust, defend, appeal and, with the consent of the **Insured**, negotiate the settlement of any **Claim** whether within or above the Retention. If the **Insured** refuses to consent to a settlement recommended by the **Company**, the **Company** is not obligated to pay any **Loss** or defend any **Claim** after the Limit of Liability has been exhausted by payment of **Loss** by settlement or otherwise. The **Company's** obligation to the **Insured** for **Defense Costs** and **Loss** attributable to such **Claim(s)** shall be limited to:

- (1) the amount of the covered **Loss** in excess of the Retention which the **Company** would have paid in settlement at the time the **Insured** first refused to settle;
- (2) plus covered **Defense Costs** incurred up to the date the **Insured** first refused to settle;
- (3) plus seventy five percent (75%) of covered **Loss** and **Defense Costs** in excess of the first settlement amount recommended by the **Company** to which the **Insured** did not consent.

It is understood that payment of (1), (2) and (3) above is the limit of the **Company's** liability under this Policy for any **Claim** in which the **Insured** fails or refuses to consent to the **Company's** settlement recommendation, subject at all times to the Limits of Liability and Retention provisions of this Policy. The remaining twenty five percent (25%) of **Loss** and **Defense Costs** in excess of the amount referenced in (1) and (2) above shall be the obligation of the **Insured**.

D. The **Insured** agrees to cooperate with the **Company** on all **Claims**, and provide such assistance and information as the **Company** may reasonably request. Upon the **Company's** request, the **Insured** shall submit to examination and interrogation by a representative

of the **Company**, under oath if required, and shall attend hearings, depositions and trials and shall assist in the conduct of suits, including but not limited to effecting settlement, securing and giving evidence, obtaining the attendance of witnesses, giving written statements to the **Company's** representatives and meeting with such representatives for the purpose of investigation and/or defense, all of the above without charge to the **Company**. The **Insured** further agrees not to take any action which may increase the **Insured's** or the **Company's** exposure for **Loss** or **Defense Costs**.

The **Insured** shall execute all papers required and shall do everything that may be necessary to secure and preserve any rights of indemnity, contribution or apportionment which the **Insured** or the **Company** may have, including the execution of such documents as are necessary to enable the **Company** to bring suit in the **Insured's** name and shall provide all other assistance and cooperation which the **Company** may reasonably require.

IX. NOTICE/CLAIM AND CIRCUMSTANCE REPORTING PROVISIONS

Notice of a **Claim** or circumstance which could be expected to give rise to a **Claim** being made against any **Insured** shall be given in writing to the **Company**. If mailed, the date of mailing of such notice shall constitute the date that such notice was given and proof of mailing shall be sufficient proof of notice.

A. As a condition precedent to exercising any right to coverage under this Policy, the **Insured** shall give to the **Company** written notice of a **Claim** or circumstance which could be expected to give rise to a **Claim** being made against an **Insured** as soon as practicable, but:

- (1) if the Policy expires, is cancelled or is nonrenewed and if no Extended Reporting Period is purchased, no later than sixty (60) days after the expiration date or

effective date of such
cancellation or non-renewal;
or

- (2) if an Extended Reporting
Period is purchased, no later
than the last day of the
Extended Reporting Period.

B. If written notice of a **Claim** or
circumstance which could be expected
to give rise to a **Claim** being made
against an **Insured** has been given to
the **Company** pursuant to Clause IX. A.
above, then any **Claim** which is
subsequently made against the **Insured**
and reported to the **Company** alleging,
arising out of, based upon or
attributable to the facts alleged in
the **Claim** or circumstance which could
be expected to give rise to a **Claim**
being made against an **Insured** for
which notice was given, or alleging
any **Wrongful Act** which is the same as
or related to any **Wrongful Act**
alleged in the **Claim** or circumstance
which could be expected to give rise
to a **Claim** being made against an
Insured for which notice was given,
shall be considered made at the time
such notice was given.

X. CANCELLATION OR NON-RENEWAL

- A. This Policy may be canceled by the
Parent Organization by either
surrender of the Policy thereof to
the **Company** at its address stated on
the Policy Declarations or by mailing
to the **Company** written notice
requesting cancellation and in either
case stating when thereafter such
cancellation shall be effective. If
canceled by the **Parent Organization**,
the **Company** shall retain the
customary short rate proportion of
the premium.
- B. The **Company** may cancel this Policy
only in the event of the failure of
the **Insured** to pay the premium when
due by mailing to the **Parent
Organization** written notice when, not
less than ten (10) days thereafter,
such cancellation shall be effective.
- C. In the event the **Company** refuses to
renew this Policy, the **Company** shall
mail to the **Parent Organization**, not
less than sixty (60) days prior to
the end of the **Policy Period**, written

notice of non-renewal. Such notice
shall be binding on all **Insureds**.

- D. The **Company** shall mail notice of
Cancellation or Nonrenewal by
certificate of mailing stating the
effective date of Cancellation or
Nonrenewal and the specific reason(s)
for Cancellation or Nonrenewal, which
shall become the end of the Policy
Period. Mailing of such notice shall
be sufficient notice of Cancellation
or Nonrenewal.
- E. If the Policy is canceled by the
Company, earned premium shall be
computed pro rata. Premium adjustment
may be made at the time cancellation
is effected, or as soon as
practicable thereafter.

XI. REPRESENTATIONS AND SEVERABILITY

- A. The **Insured** represents that the
particulars and statements contained
in the **Application** are true and agree
that (1) those particulars and
statements are the basis of this
Policy and are to be considered as
incorporated into and constituting a
part of the Policy; (2) those
particulars and statements are
material to the acceptance of the
risk assumed by the **Company**; and (3)
the Policy is issued in reliance upon
the truth of such representations.
- B. An **Application** for coverage shall be
construed as a separate **Application**
for coverage by each **Individual
Insured**. With respect to the
particulars and statements contained
in the **Application**, no fact
pertaining to or knowledge possessed
by any **Individual Insured** shall be
imputed to any other **Individual
Insured** for the purpose of
determining if coverage is
available. However, facts pertaining
to and knowledge possessed by the
individual(s) signing the
Application and the President,
Chairperson, Chief Executive
Officer, Partner and Chief Financial
Officer shall be imputed to the
Organization for the purpose of
determining if coverage is
available.

XII. SUBROGATION

In the event of any payment under this Policy, the **Company** shall be subrogated to the **Insured's** right of recovery therefore against any person or entity and the **Insured** shall execute and deliver such instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall not do anything to prejudice such rights.

XIII CHANGES

Notice to any agent or knowledge by any agent shall not effect a waiver or change in any part of this Policy or stop the **Company** from asserting any right under the terms of this Policy, nor shall the terms of this Policy be waived or changed except by an endorsement, issued by the **Company** to form a part of this Policy.

XIV. AUTHORIZATION CLAUSE AND NOTICES

By acceptance of this Policy, the **Insured** agrees that the **Parent Organization** shall act on behalf of all **Insureds** with respect to the giving and receiving of any return premiums that may become due under this Policy. Notice to the **Parent Organization** shall be directed to the individual named in the **Application**, or such other person as shall be designated by the **Parent Organization** in writing, at the address of the **Parent Organization**. Such notice shall be deemed to be notice to all **Insureds**. The **Parent Organization** shall be the agent of all **Insureds** to effect changes in the Policy or purchase the Extended Reporting Period.

XV. ASSIGNMENT

Assignment of interest under this Policy shall not bind the **Company** unless its consent is endorsed hereon.

XVI. OTHER INSURANCE

This Policy shall be excess of other existing insurance, including but not limited to any insurance under which there is a duty to defend, unless such other insurance is specifically

written to be in excess of this Policy.

XVII. TERMS OF POLICY CONFORMED TO STATUTE

Terms of this Policy which are in conflict with the statutes of the State wherein this Policy is issued are hereby amended to conform to such statutes.

XVIII. CHANGES IN EXPOSURE

A. If after the inception date of this Policy:

- (1) the **Parent Organization** merges into or consolidates with another entity such that the **Parent Organization** is not the surviving entity; or
- (2) another entity, person or group of entities and/or persons acting in concert acquires more than fifty percent (50%) of the assets of the **Parent Organization**; or
- (3) another entity, person or group of entities and/or persons acting in concert acquires the right to elect or select a majority of the directors of the **Parent Organization**; or
- (4) the **Parent Organization** sells all or substantially all of its assets ,

the above events referred to as a "Transaction";

this Policy shall continue in full force and effect until the expiration date shown in the Policy Declarations or the effective date of nonrenewal if applicable, with respect to **Wrongful Acts** occurring before the Transaction, but there shall be no coverage under this Policy for actual or alleged **Wrongful Acts** occurring on and after the Transaction. The entire premium for this Policy shall be deemed fully earned on the transaction date. In the event of a Transaction, the **Parent Organization** shall have the right to an offer of coverage by the **Company** for an Extended Reporting Period to report

Wrongful Acts occurring prior to the effective date of the transaction.

- B.** The **Parent Organization** shall give the **Company** written notice of the Transaction as soon as practicable, but not later than thirty (30) days after the effective date of the Transaction.

XIX. ACTION AGAINST THE COMPANY

A. No action shall lie against the **Company** unless as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, and until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment against the **Insured** after actual trial or by written agreement of the **Insured**, the claimant or the claimant's legal representative, and the **Company**.

- B.** Any person or the legal representatives thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or entity shall have any right under this Policy to join the **Company** as a party to any action against the **Insured** to determine the **Insured's** liability, nor shall the **Company** be impleaded by the **Insured** or their legal representatives. Bankruptcy or insolvency of the **Insured** or their successors in interest shall not relieve the **Company** of its obligations hereunder.

XX. ACCEPTANCE

This Policy embodies all agreements existing between the parties hereunder or any of their agents relating to this insurance.

In Witness Whereof, the **Company** has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the **Company**.

Treasurer

President

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

**KNOWN CIRCUMSTANCE REVEALED IN APPLICATION
EXCLUSION ENDORSEMENT**

It is hereby agreed that the **Company** shall not be liable to make payment for **Loss** or **Defense Costs** in conjunction with any **Claim** made against the **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any matter, fact, or circumstance disclosed in connection with Question ____ of the **Application** dated _____.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

EXPANDED DEFINITION OF ORGANIZATION ENDORSEMENT

It is hereby agreed that Section III. DEFINITIONS, L. “**Organization**” is amended to include the following:

- 1.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

PARTNERSHIP/OWNERSHIP EXCLUSION ENDORSEMENT

It is hereby agreed that the following is added to Section IV EXCLUSIONS:

any **Claim** brought by a current or former partner or owner of the **Insured** including but not limited to the obtaining or failure to obtain partnership or ownership interest in the **Organization**.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

RELATED PARTY EXCLUSION ENDORSEMENT

It is hereby agreed that the **Company** shall not be liable for **Loss** or **Defense Costs** in connection with any **Claim** brought by or against any **Insured** based upon, arising out of, directly or indirectly resulting from or in consequence of the activities or operation of the following related party (ies) or subsidiary (ies):

- 1.
- 2.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

PHYSICIAN/DOCTOR EXCLUSION ENDORSEMENT

It is hereby agreed that the **Company** shall not be liable to make any payment for **Loss** or **Defense Costs** in connection with any **Claim** made by any doctor or physician against any **Insured**.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

DOWNSIZING/REORGANIZATION EXCLUSION ENDORSEMENT

It is hereby agreed that the following exclusion is added to section IV. EXCLUSIONS:

downsizing or reduction of the Organization's workforce by ____% or more
within a 90 day period

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

FRANCHISE ENDORSEMENT

It is hereby agreed that the **Company** shall not be liable to make any payment for **Loss** or **Defense Costs** in connection with any **Claim**:

- 1) brought by the Franchisor against any **Insured**;
- 2) alleging that any **Insured** acted in concert or pursuant to an agreement with the Franchisor or any other franchisee(s);
- 3) in the form of a class action against the **Insured**, the Franchisor or other franchisee(s);
- 4) in which the **Insured** is alleged to be a member of a class of defendants;
- 5) brought against the **Insured** solely because of the activity of the Franchisor or other franchisee(s)

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

EMPLOYEE PLACEMENT EXCLUSION ENDORSEMENT

It is hereby agreed that Section IV. EXCLUSIONS is amended to include the following:

1. The **Company** shall not be liable to make payment for **Loss** or **Defense Costs** in connection with any **Claim** brought against an **Insured** based upon, arising out of, directly or indirectly resulting from or in any way involving any **Claim** brought by, against or on behalf of any person who is, was or sought to be placed by an **Insured** with any individual or entity other than an **Insured** to perform labor or services of any kind.
2. The **Company** shall also not be liable to make payment for **Loss** or **Defense Costs** in connection with any **Claim** brought by or against any individual or entity other than an **Insured** involving the placement by an **Insured** of any person with such other individual or entity.
3. Section III Definitions, G. **Employee**, is amended to remove “leased”, “temporary workers” and “independent contractors”.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

PROPERTY MANAGEMENT CLARIFICATION ENDORSEMENT

It is hereby agreed that the term “**Employee**” as used in this **Policy** refers only to those persons directly employed and compensated by the **Organization**. Persons employed by other organizations whom are managed by any **Insured** under contract, agreement, or by common practice are not considered **Employees** of the **Organization**. **Claims** made by such persons against the **Organization** are not covered under this **Policy**.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

**DEFENSE COSTS WITHIN LIMITS OF LIABILITY
ENDORSEMENT**

It is hereby agreed that Defense Costs shall be a part of and not in addition to the Limits of Liability stated in Item III of the Policy Declarations.

Section V. Limits of Liability and Retention, item A. and B. are deleted and replaced with the following:

- A. The Limit of Liability specified in the Policy Declarations as “in the aggregate” shall be the maximum liability for **Loss** and **Defense Costs** from all **Claims** to which this Policy applies.
- B. The Limit of Liability specified in the Policy Declarations as the Limit for each **Claim** shall be the maximum liability for **Loss** and **Defense Costs** for each **Claim** to which this Policy applies.

Section V. Limits of Liability and Retention, item C. is deleted.

Section V. Limits of Liability and Retention, item G. is deleted and replaced with the following:

G. Claims based upon or arising out of the same **Wrongful Act**, interrelated **Wrongful Acts**, or a series of similar or related **Wrongful Acts** shall be considered a single **Claim** and shall be considered first made during the **Policy Period** or Extended Reporting Period, if applicable, in which the earliest **Claim** arising out of such **Wrongful Act(s)** was first made and all **Loss** and **Defense Costs** for such **Claims** shall be subject to the one Limit of Liability that applies to such earliest **Claim**.

Section VIII DEFENSE AND SETTLEMENT, item B. and C. are deleted and replaced with the following:

- B. Except as otherwise provided in this Policy, if a **Claim** is made against an **Insured** for **Loss** that is both covered and uncovered by this Policy, the **Company** will pay one hundred percent (100%) of the **Defense Costs** for the **Claim** until such time that the Limits of Liability of this policy are exhausted by payment for **Defense Costs** and **Loss** or the **Claim** for the covered **Loss** is resolved by settlement, verdict or summary judgment.

C. The **Company**, as it deems expedient, has the right to investigate, adjust, defend, appeal and, with the consent of the **Insured**, negotiate the settlement of any **Claim** whether within or above the Retention. If the **Insured** refuses to consent to a settlement recommended by the **Company**, the **Company** is not obligated to pay any **Loss** or defend any **Claim** after the Limit of Liability has been exhausted by **Defense Costs** and **Loss** by settlement or otherwise. The **Company's** obligation to the **Insured** for **Defense Costs** and **Loss** attributable to such **Claim(s)** shall be limited to:

- (1) the amount of the covered **Loss** in excess of the Retention which the **Company** would have paid in settlement at the time the **Insured** first refused to settle;
- (2) plus covered **Defense Costs** incurred up to the date the **Insured** first refused to settle;
- (3) plus seventy five percent (75%) of covered **Loss** and **Defense Costs** in excess of the first settlement amount recommended by the **Company** to which the **Insured** did not consent.

It is understood that payment of (1), (2) and (3) above is the limit of the **Company's** liability under this Policy for any **Claim** in which the **Insured** fails or refuses to consent to the **Company's** settlement recommendation, subject at all times to the Limits of Liability and Retention provisions of this Policy. The remaining twenty five percent (25%) of **Loss** and **Defense Costs** in excess of the amount referenced in (1) and (2) above shall be the obligation of the **Insured**.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

LOCATION EXCLUSION ENDORSEMENT

The **Company** shall not be liable to make payment for **Loss** or **Defense Costs** in connection with any **Claim** made against the **Insured** arising out of, directly or indirectly resulting from or in consequence of, or in any way involving a **Wrongful Act** occurring or alleged to have occurred at the following location(s):

It is further agreed that any **Employee**, former **Employee** or applicant for employment of the **Organization** at the above location(s) is not an **Insured** under this policy.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

INDIVIDUAL EXCLUSION ENDORSEMENT

It is hereby agreed that the **Company** shall not be liable to make any payment for **Loss** or **Defense Costs** in connection with any **Claim** brought by or against any **Insured** related to the following individual(s):

- 1.
- 2.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

THIRD PARTY COVERAGE ENDORSEMENT

Section III. DEFINITIONS, R., “**Wrongful Act**” is amended to add the following paragraph:

Wrongful Act shall also include any actual or alleged act of:

- (1) **Third Party Discrimination**; or
- (2) **Third Party Harassment**.

Section III. DEFINITIONS, is amended to add the following:

T. “**Third Party**” means any person(s) with whom an **Insured** in their capacity as such interacts while the **Insured** is performing duties related to the conduct of the **Organization’s** business.

U. “**Third Party Discrimination**” means discrimination by an **Insured**, in their capacity as such, against a Third Party based upon such Third Party’s race, religion, age, sex, disability, national origin, sexual orientation or other protected class or characteristic established under applicable federal, state or local statute or ordinance while the Insured is performing duties related to the conduct of the **Organization’s** business.

V. “**Third Party Harassment**” means; sexual harassment including any unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature against a **Third Party**; or other harassment which creates an environment that is hostile, intimidating or offensive to a **Third Party**;

committed or allegedly committed by an **Insured** in their capacity as such while the **Insured** is performing duties related to the conduct of the **Organization’s** business. **Third Party Harassment** shall not include sexual abuse or molestation.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

RETROACTIVE DATE ENDORSEMENT

It is hereby agreed that Section II. FULL PRIOR ACTS COVERAGE PROVISION, is deleted and replaced with the following:

Coverage shall apply to any **Claim** made against an **Insured** for **Wrongful Acts** arising solely out of the **Insured's** duties on behalf of the **Organization** committed prior to the expiration date of this Policy or the effective date of cancellation or nonrenewal of this Policy, if applicable, provided that the **Claim** is first made during the **Policy Period**, or Extended Reporting Period, if applicable.

However, coverage shall not apply to any **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving a **Wrongful Act** committed or alleged to have been committed prior to: _____.

Coverage shall also not apply to any **Claim** based upon or arising out of any **Wrongful Act** or circumstance likely to give rise to a **Claim** of which the person or persons signing the **Application** had knowledge or otherwise had a reasonable basis to anticipate might result in a **Claim**, prior to the earlier of:

the inception date of this Policy; or

the inception date of the first Policy of this type the **Company** has issued to the **Parent Organization**, provided that the **Company** has written continuous coverage for the **Parent Organization** from such date to the inception date of this Policy.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

SCHEDULED INSURED ENDORSEMENT

It is hereby agreed that Section III, **DEFINITIONS**, Definition J. is deleted in its entirety and replaced with the following:

I. Insured means:

- (1) the **Organization**; and
- (2) the **Individual Insureds**; and,
- (3) the individual or entity scheduled below, but only for a **Wrongful Act** committed or alleged to have been committed on or after <insert date>.

Scheduled Insured

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

SCHEDULED ENTITY(IES) ENDORSEMENT

It is hereby agreed that if a **Claim** against an **Insured** includes a **Claim** against the individual or entity(ies) scheduled below, for **Wrongful Acts** committed or allegedly committed by the **Insured**, acting in their capacity as such, involving:

- (1) any **Employee** of the **Organization**; or
- (2) former **Employee** of the **Organization**; or
- (3) applicant for employment with the **Organization**; or
- (4) **Third Party**, if Third Party Coverage is provided by endorsement to this policy,

such individual(s) or entity(ies) shall also be afforded coverage under this Policy.

This Coverage Extension shall not apply to the extent the **Claim** alleges any **Wrongful Act** is committed by such scheduled individual(s) or entity (ies).

Schedule of Covered Individual(s) or Entity(ies)

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

INDEPENDENT CONTRACTOR EXCLUSION ENDORSEMENT

It is hereby agreed that Section III. DEFINITIONS, G. “**Employee**” is deleted and replaced with the following:

G. “**Employee**” means any natural person whose labor or service is engaged by and directed by the **Organization** while performing duties related to the conduct of the **Organization’s** business and includes leased, part-time, seasonal and temporary workers, volunteers and interns. This definition will not include independent contractors or other individuals who are not **Employees** who perform work or provide services for or on behalf of an **Insured** under a written contract or other agreement.

An **Employee’s** status as an **Insured** will be determined as of the date of the **Wrongful Act** that results in a **Claim**.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

TERRITORY LIMITATION ENDORSEMENT

It is hereby agreed that this policy applies only to **Claims** made and brought in the United States of America, its territories, its possessions or Canada against an **Insured**. This Policy does not apply to **Claims** made or brought in any territory or jurisdiction subject to tribal law.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

CONTINUITY OF COVERAGE ENDORSEMENT

It is hereby agreed that section II. FULL PRIOR ACTS COVERAGE PROVISION, paragraph B. is deleted in its entirety and replaced with the following:

- B. the inception date of the first policy of this type, which has been issued to the **Parent Organization** provided that continuous coverage of this type has been written for the **Parent Organization** from such date to the inception date of this policy.

It is further agreed that section IV. EXCLUSIONS, paragraph B.4, is deleted in its entirety and replaced with the following:

- (4) any prior or pending **Claim** based upon or arising out of any **Wrongful Act** occurring before the inception date of this Policy or any fact, circumstance, event, situation or **Wrongful Act** which before the inception date of this Policy was the subject of any notice under any prior Employment Practices Liability policy;

Provided that, if this Policy is a renewal of a policy or policies previously issued by the **Company** and if the coverage provided by the **Company** was continuous from the inception date of the first such other policy to the inception date of this Policy, the reference in this exclusion will mean the inception date of the first policy under which the **Company** began to provide continuous coverage to the **Insured**;

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

**INCREASED LIMITS OF LIABILITY PENDING & PRIOR
LITIGATION DATE ENDORSEMENT**

It is hereby agreed that Section **IV. EXCLUSIONS**, (4) is deleted and replaced with the following:

(4) any pending or prior litigation, administrative or regulatory proceeding, **Claim**, demand, arbitration, decree or judgment of which an **Insured** had written notice before the effective date of this Policy; or any fact, circumstance, event, situation, or **Wrongful Act** which before the effective date of this Policy was the subject of any notice under any other similar policy of insurance to the **Insured**; or any future **Claims** or litigation based upon the pending or prior litigation or derived from the same or essentially the same facts, actual or alleged, provided that:

with respect to Limits of Liability of < insert limit>, if this Policy is a renewal of a Policy or Policies previously issued by the **Company** and if the coverage provided by the **Company** was continuous from the effective date of the first such other policy to the effective date of this Policy, the reference in this exclusion to the effective date of this Policy will mean the effective date of the first Policy under which the **Company** began to provide continuous coverage to the **Insured**.

with respect to Limits of Liability of < insert limit> excess of the Limits of Liability specified above, any pending or prior litigation, administrative or regulatory proceeding, **Claim**, demand, arbitration, decree or judgment of which an **Insured** had written notice Before<insert date of limit increase>; or any fact, circumstance, event, situation, or **Wrongful Act** which before such date was the subject of any notice under any other employment practices liability policy; or any future **Claims** or litigation based upon the pending or prior litigation or derived from essentially the same facts, actual or alleged.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

**CONTINUITY OF COVERAGE ENDORSEMENT WITH
INCREASED LIMIT OF LIABILITY**

It is hereby agreed that:

1. Section II, FULL PRIOR ACTS COVERAGE, paragraph B is deleted in its entirety and replaced with the following:

The inception date of the first employment practices liability policy which has been issued to the **Parent Organization** provided that continuous employment practices liability coverage has been written for the **Parent Organization** from such date to the inception date of this policy.

2. Section IV. EXCLUSIONS, paragraph B. (4) is deleted in its entirety and replaced with the following:

As respects Limits of Liability of <insert limit>, any prior or pending litigation, administrative or regulatory proceeding, **Claim**, demand, arbitration, decree or judgment based upon or arising out of any **Wrongful Employment Act** occurring before the inception date of this Policy, or any fact, circumstance, event, situation or **Wrongful Employment Act**, which before the inception date of this Policy was the subject of any notice under any prior employment practices liability policy;

provided that, as respects the Limits of Liability specified above, if this Policy is a renewal of a policy or policies previously issued by the **Company** and if the coverage provided by the **Company** was continuous from the inception date of the first such policy to the inception date of this Policy, the inception date of this Policy will mean the inception date of the first policy under which the **Company** began to provide continuous coverage to the **Insured**.

As respects Limits of Liability of <insert higher limits purchased> excess of the Limits of Liability specified above, any prior or pending litigation, administrative or regulatory proceeding, **Claim**, demand, arbitration, decree or judgment based upon or arising out of any **Wrongful Employment Act** occurring before <insert date of limit increase>, or any fact, circumstance, event, situation or **Wrongful Employment Act**, which before such date was the subject of any notice under any prior employment practices liability policy.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

**FAIR LABOR STANDARDS ACT
SUBLIMIT ENDORSEMENT**

It is hereby agreed that Section I, INSURING AGREEMENT(S) is amended to add the following:

- C. The **Company** will pay on behalf of the **Insured** a sub-limit of liability of \$100,000 in excess of the retention for all **Loss** and **Defense Costs** combined that the **Insured** shall become legally obligated to pay because of **Claims** first made against the **Insured** during the **Policy Period** or Extended Reporting Period, if applicable, for any actual or alleged violation of the federal Fair Labor Standards Act, any amendments thereto, or the provisions of any similar federal, state or local wage, hour compensation or overtime law including misclassification of or misrepresentation to employees under these laws. This sub-limit does not apply to or restrict the Limit of Liability available in Insuring Agreement A. for **Claims** alleging violations of the Equal Pay Act.

Section III. DEFINITIONS, R. **Wrongful Act** is amended to add the following

- (10) violation of the federal Fair Labor Standards Act, any amendments thereto, or the provisions of any similar federal, state or local wage, hour, compensation or overtime law;

Section IV. EXCLUSIONS, B. 9 is deleted in its entirety.

Section V. LIMITS OF LIABILITY AND RETENTION is amended to add the following:

- I. The \$100,000 Sub-Limit of Liability for an actual or alleged violation of the Fair Labor Standards Act, amendments thereto or provisions of any similar federal, state or local wage, hour compensation or overtime law shall be a part of and not in addition to the Limit specified in the Policy Declarations. **Defense Costs** for an actual or alleged violation of the Fair Labor Standards Act, amendments thereto or provisions of any similar federal, state or local wage, hour compensation or

overtime law **Claims** shall be included within the \$100,000 Sub-Limit of Liability. The \$100,000 sublimit of liability shall be the maximum liability for **Loss and Defense Costs** from all **Claims** for actual or alleged violations of the Fair Labor Standards Act, amendments thereto or provisions of any similar federal, state or local wage, hour compensation or overtime law.

Section VIII. DEFENSE AND SETTLEMENT is amended to add the following to B.

However, in the case of a **Claim** involving an actual or alleged violation of the Fair Labor Standards Act, any amendments thereto, or the provisions of any similar federal, state or local wage, hour compensation or overtime law, the **Company** will pay **Defense Costs** until such time as the \$100,000 sublimit provided by Insuring Agreement B. is exhausted by payment of **Loss** and/or **Defense Costs** applicable to actual or alleged violations of the Fair Labor Standards Act, any amendments thereto or the provisions of any similar federal, state or local wage, hour compensation or overtime law at which point the **Company** shall have no further duty to defend such **Claim**.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

PUNITIVE DAMAGES EXCLUSION ENDORSEMENT

It is hereby agreed that Section III, DEFINITIONS, K. "Loss", is deleted and replaced with the following:

K. **"Loss"** means damages and settlements, front pay and back pay, and pre-judgment and post judgment interest awarded by a court. **"Loss"** does not include punitive or exemplary damages, fines, penalties, taxes, the multiplied portion of any multiple damage award or an express obligation to make payments in the event of the termination of employment

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

OTHER INSURANCE ENDORSEMENT

1. It is hereby agreed that Section XVI OTHER INSURANCE is hereby deleted and replaced with the following:

This Policy is primary and the **Company's** obligations are not affected except when any other insurance is also primary. If other insurance is also primary then the **Company** will share with all other insurance by the method described below:

If all the other insurance permits contribution by equal shares, the **Company** will also follow this method. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the **Loss** remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, the **Company** will contribute by limits. Under this method, each Insurer's share is based on the ratio of its applicable limit of insurance to all insurers.

However, with respect to that portion of a **Claim** made against any leased, temporary employee or independent contractor, this Policy shall be excess of other existing insurance, including but not limited to any insurance under which there is a duty to defend, unless such other insurance is specifically written to be in excess of this Policy.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

**RELIANCE UPON ANOTHER COMPANY'S APPLICATION
ENDORSEMENT**

It is hereby agreed that the **Company** has relied upon the statements in the (form number, edition date & insurer name) application signed and dated _____ including material attached thereto, and such application is incorporated by reference in this Policy as if physically attached hereto and operates as the **Company's** own **Application**.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

THREE-YEAR POLICY TERM ENDORSEMENT

This endorsement amends the above referenced Policy as set forth herein. In the event of any conflict between the provisions of this endorsement and the provisions of the above referenced Policy, the provisions of this endorsement shall control. Otherwise, coverage provided under this endorsement is subject to the terms, conditions, limitations and exclusions of the applicable Policy referenced above.

Policy Term

The term of the policy to which this endorsement is attached is three (3) years, commencing with the inception date set forth in the Policy Declarations unless modified in accordance with the terms of this endorsement. The Three-Year Policy Term consists of three (3), consecutive Coverage Periods as set forth in the Amendment to Policy Declarations.

For purposes of coverage provided under a Three-year Policy Term, the terms "Policy" and "Policy Period" in the above referenced policy shall have the same meaning as Three-Year Policy Term in this endorsement.

Premium

Item V. COVERAGE PERIOD PREMIUM in the Amendment to Policy Declarations is the premium due for each Coverage Period beginning with the inception date of the Three-Year Policy Term as shown in the Policy Declarations.

Item V. PREMIUM is the total amount due for the Three-Year Policy Term as shown on the Policy Declarations.

Section II. FULL PRIOR ACTS COVERAGE PROVISION is deleted in its entirety and replaced with the following:

Coverage shall apply to any **Claim** made against the **Insured** for **Wrongful Acts** arising solely out of the **Insured's** duties on behalf of the **Organization** committed prior to the expiration date of this Three-Year Policy Term, or the effective date of cancellation or non renewal of this Three-Year Policy Term, provided that the **Claim** is first made during the Three-Year Policy Term as required below, or the Extended Reporting Period, if applicable

However, coverage shall not apply to any **Claim** based upon or arising out of any **Wrongful Act** or circumstance likely to give rise to a **Claim** of which the person or persons signing the **Application** had knowledge, or otherwise had a reasonable basis to anticipate might result in a **Claim**, prior to the earlier of:

A. the inception date of this Three-Year Policy Term; or

B. the inception date of the first Policy of this type the **Company** has issued to the **Parent Organization** regardless of the term of coverage of such policy, provided that the **Company** has written continuous coverage for the **Parent Organization** from such date to the inception date of this Three-Year Policy Term.

Section III. DEFINITIONS, A. “Application”, is deleted in its entirety and replaced with the following:

“Application” means:

- (1) an application and any material submitted for this Three-Year Policy term and
- (2) an application(s), and any material submitted for all previous policies issued by the **Company** regardless of the term of coverage, providing continuous coverage until the inception date of this Three-Year Policy term.

The content of (1) and (2) above is incorporated by reference in this Three-Year Policy term as if physically attached hereto.

Section III DEFINITIONS, P. “Subsidiary” is amended to read that **Subsidiaries** which formed or acquired during the Three-Year Policy Term whose **Employees** total less than 25% of the total work force of the **Parent Organization** must be reported to the **Company** as soon as practicable, but no later than the expiration of the Coverage Period in which they are formed or acquired.

Section IV. EXCLUSIONS, B. (4) is deleted in its entirety and replaced by the following:

any prior or pending litigation, administrative or regulatory proceeding, **Claim**, demand, arbitration, decree, or judgment of which the **Insured** had written notice before the effective date of this Three-Year Policy Term; or any fact, circumstance, event, situation, or **Wrongful Act** which before the effective date of this Three-Year Policy Term was the subject of any notice to an **Insured** under any other similar policy of insurance to the **Insured**; or any future **Claims** or litigation based upon the pending or prior litigation or derived from the same or essentially the same facts, actual or alleged;

provided that, if this Three-Year Policy Term is a renewal of a Policy or Policies previously issued by the **Company**, and if the coverage provided by the **Company** was continuous from the effective date of the first such other policy to the effective date of this Three-Year Policy Term, the reference in this exclusion to “effective date of this Three-Year Policy Term” will mean the effective date of the first policy under which the **Company** first provided continuous coverage to the **Insured**;

Section V. LIMITS OF LIABILITY AND RETENTION; paragraphs A. and H. are deleted in their entirety and replaced with the following:

- A. The Limit of Liability specified on the Policy Declarations as “in the aggregate” shall be the maximum liability for **Loss** from all **Claims** to which this coverage applies and shall be reinstated for each successive Coverage Period within the Three-Year Policy Term beginning with the effective date shown on the Policy Declarations.

H. The Limit of Liability for this Policy shall apply separately to each consecutive Coverage Period and shall be reinstated for each successive Coverage Period within the Three-Year Policy Term as shown on the Policy Declarations. The Limit of Liability available for a Coverage Period cannot be applied to other Coverage Period(s). If a Three-Year Policy Term is extended for less than 12 months, the additional period will be deemed part of the last preceding Coverage Period for the purposes of determining the Limit of Liability.

Section IX, NOTICE/CLAIM AND CIRCUMSTANCES REPORTING PROVISIONS, paragraph A is deleted and replaced with the following:

- A. As a condition precedent to exercising any right to coverage under this policy, the **Insured** shall give to the **Company** written notice of a **Claim** or circumstance which could be expected to give rise to a **Claim** being made against an **Insured** as soon as practicable but:
- (1) If a Coverage Period expires, is cancelled or is non-renewed and if no Extended Reporting Period is purchased, no later than sixty (60) days after the expiration date or effective date of such cancellation or non-renewal or
 - (2) If an Extended Reporting Period is purchased, no later than the last day of the Extended Reporting Period.

Section X. CANCELLATION OR NON-RENEWAL is deleted and replaced with the following:

- A. This three year Policy Term may be cancelled by the **Parent Organization** by either surrender of the policy thereof to the **Company** at its address started in the Policy Declarations or by mailing to the **Company** written notice-requesting cancellation and in either case stating when thereafter such cancellation shall be effective. If cancelled by the **Parent Organization**, the **Company** shall retain the customary short rate proportion of the premium based on the unexpired Coverage Period(s), in effect at the time of cancellation.
- B. The Three-Year Policy Term may not be cancelled by the **Company** except for non-payment of premium when due in which case the **Company** shall provide the **Parent Organization** with not less than 10 days written notice prior to the effective date of cancellation.
- C. The **Company** reserves the right to non-renew or amend the terms, conditions, and premium of a Coverage Period due to **Claims**. The **Company** reserves the right to non-renew coverage or amend the terms, conditions and premium at the end of the Three-Year Policy Term with prior notice to the **Parent Organization** as set forth herein. In the event the **Company** elects to non-renew coverage, the **Company** shall mail to the **Parent Organization**, not less than sixty (60) days prior to the expiration of a Coverage Period or Three-Year Policy Term, as applicable, written notice of non-renewal. Such notice shall be conclusive of all **Insureds**.
- D. The **Company** shall mail notice of Cancellation or Nonrenewal by certificate of mailing stating the effective date of Cancellation or Nonrenewal, which shall become the end of the Coverage Period or Three-Year Policy Term, as applicable. Mailing of such notice shall be sufficient notice of Cancellation or Nonrenewal

- E. If the **Company** cancels, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is affected, or as soon as practicable thereafter

Section XVIII. CHANGES IN EXPOSURE, paragraph A. is deleted in its entirety and replaced with the following:

A. If after the inception date of this Policy:

- (1) the **Parent Organization** merges into or consolidates with another entity such that the **Parent Organization** is not the surviving entity; or
- (2) another entity, person or group of entities and/or persons acting in concert acquires more than fifty percent (50%) of the assets of the **Parent Organization**; or
- (3) another entity, person or group of entities and/or persons acting in concert acquires the right to elect or select a majority of the directors of the **Parent Organization**; or
- (4) the **Parent Organization** sells all or substantially all of its assets ,

the above events referred to as a "Transaction";

this Policy shall continue in full force and effect until the expiration of the current Coverage Period or the effective date of nonrenewal if applicable, with respect to **Wrongful Acts** occurring before the Transaction, but there shall be no coverage under this Policy for actual or alleged **Wrongful Acts** occurring on and after the Transaction. The entire premium for this Coverage Period shall be deemed fully earned on the transaction date. In the event of a Transaction, the **Parent Organization** shall have the right to an offer of coverage by the **Company** for an Extended Reporting Period to report **Wrongful Acts** occurring prior to the effective date of the transaction.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.



Employment Practices Liability Insurance

EMPLOYMENT PRACTICES LIABILITY APPLICATION

All questions must be answered and application must be signed by the Chairperson or President of Applicant.

This is an application for a claims made policy. Please read your policy carefully.

Defense Costs shall be applied against the retention.

1. Name of Applicant: _____
 Primary Address: _____
 City: _____ State: _____ Zip: _____
 Website Address: _____

2. Person to receive all notices on behalf of the Insured:
 _____ Title: _____ Email Address: _____

3. Does the Applicant have more than one location? Yes No
 Are there any locations in Louisiana or outside the U.S.? Yes No
 If there is more than one location, please attach a list of all locations, including the address and the number of employees at each.

4. Is the Applicant a Subsidiary of another organization? Yes No
 Name of Parent: _____ Location: _____

5. Is the Applicant a franchisee of another organization? Yes No

6. Description of Operations: _____

| 7. Total number of Employees. | Current 12 months | Prior 12 months | Anticipated next 12 months (If operating less than 3 years) |
|-------------------------------|----------------------|--------------------|--|
| Full Time: | _____ | _____ | _____ |
| Part Time: | _____ | _____ | _____ |
| Temporary/Seasonal: | _____ | _____ | _____ |
| Independent Contractors: | _____ | _____ | _____ |
| Leased: | _____ | _____ | _____ |

8. Has the Applicant been in business longer than three years? Yes No

9. Has the Applicant closed, downsized, laid off, reduced staff, sold, merged or acquired any company in the past 12 months? Yes No
 Does the Applicant anticipate doing so in the next 12 months? Yes No
 If yes to either, please attach details.

10. Do more than 50% of all Employees currently earn more than \$75,000? Yes No
 Exception-Consultants: Do more than 50% of all Employees currently earn more than \$100,000? Yes No

11. Does the Applicant currently carry Employment Practices Liability Insurance? Yes No
 If yes, provide the following:

| Name of Insurer | Limits | Policy Period | Deductible/Retention | Premium | Retroactive date |
|-----------------|--------|---------------|----------------------|---------|------------------|
|-----------------|--------|---------------|----------------------|---------|------------------|

12. Does the Applicant want any Subsidiary(s) covered? Yes No
 Is the Subsidiary(s) at least 50% owned by the Applicant? Yes No
 Does the Subsidiary(s) fall within the same class of business as the Applicant? Yes No
 Have the Employees of the Subsidiary(s) been included in your total Employee count? Yes No
 Please provide name(s) of the Subsidiary(s).

13. Within the last 5 years has any employment related, or third party discrimination, or third party harassment inquiry, complaint, notice of hearing, claim or suit been made against the Applicant or any person proposed for Insurance in the capacity of either Director, Officer or Employee of the Applicant? Yes No

If "Yes," please complete a United States Liability Insurance Group Supplemental claim application for each claim.

14. Is any person proposed for this Insurance aware of any fact, circumstance or situation which may result in an employment claim or third party discrimination or third party sexual harassment claim against the Applicant or any of its Directors, Officers or Employees? Yes No

If "Yes," please complete a United States Liability Insurance Group Supplemental claim application for each claim.

15. Does the Applicant have an Email/Internet Policy currently in place? Yes No
If no, is the Applicant willing to implement one? (Sample can be provided by the Company) Yes No

A premium credit will be applied for having, or agreeing to implement, an Email/Internet Policy.

Please submit a copy of current or newly implemented policy within 21 days after the inception date of this insurance.

Mandatory Written Employment Policies.

Does the Applicant have an Anti-Discrimination and Anti-Harassment Policy currently in place? Yes No

If "yes", does it include:

1. A definition of "Sexual Harassment" as well as Harassment in general? Yes No

2. At least two positions (e.g. President and HR Manager) to whom an Employee can report allegations of Discrimination or Harassment? Yes No

3. Is it distributed to all Employees for them to read and then sign in acknowledgement? Yes No

If you answered "yes" to all of the above, you do not need to submit a copy to us.

If you do not have an Anti-Discrimination and Anti-Harassment Policy or answered "no" to any of the above, please (1) implement, (2) distribute to all Employees and (3) forward to us such a policy containing the above provisions within 21 days after the inception date of this insurance (sample can be provided by the Company). Failure to do so will result in rescission of the binder for this insurance.

Virginia Notice: You have an option to purchase a separate limit of liability for the extension period, Policy common conditions VII. If you do not elect this option, the limit of liability for the extension period shall be part of the and not in addition to limit specified in the declarations. Statements in the application shall be deemed the insured's representations. A statement made in the application or in any affidavit made before or after a loss under the policy will not be deemed material or invalidate coverage unless it is clearly proven that such statement was material to the risk when assumed and was untrue.

Minnesota Notice: The clause "and/or authorization or agreement to bind the insurance." is replaced with "Authorization or agreement to bind the insurance may be withdrawn or modified based on changes to the information contained in this application prior to the effective date of the insurance applied for that may render inaccurate, untrue or incomplete any statement made with a minimum of 10 days notice given to the insured prior to the effective date of cancellation when the contract has been in effect for less than 90 days or is being canceled for nonpayment of premium.

Missouri and Arkansas Disclosure Notices: I understand and acknowledge that this policy contains a defense within the limits provision which means that "defense costs" will reduce my limits of insurance and exhaust them completely. Should that occur, I shall be liable for any further legal "defense costs" and damages. This provision applies to the directors and officers liability coverage part and also applies to the employment practices liability coverage part if I have more than 200 employees or if my limits of liability are less than \$500,000.

Signed and accepted by the insured: _____
Signature of President or Chairman

Colorado Fraud Statement: 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 Fraud Statement: 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 Fraud Statement: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Kentucky Fraud Statement: 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 and Washington Fraud Statement: 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 Fraud Statement: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

New York Fraud Statement: 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.

New York Disclosure Notice:

This policy is written on a claims made basis and shall provide no coverage for claims arising out of incidents, occurrences or alleged wrongful acts that took place prior to the retroactive date, if any, stated on the declarations. This policy shall cover only those claims made against an insured while the policy remains in effect and all coverage under the policy ceases upon termination of the policy except for the automatic extended reporting period coverage unless the insured purchases additional extended reporting period coverage. The policy includes an automatic 60 day extended claims reporting period following the termination of this policy. The insured may purchase for an additional premium an additional extended reporting period of 12 months, 24 months or 36 months following the termination of this policy. Potential coverage gaps may arise upon the expiration of this extended reporting period. During the first several years of a claims-made relationship, claims-made rates are comparatively lower than occurrence rates. The insured can expect substantial annual premium increases independent overall rate increases until the claims-made relationship has matured.

Ohio Fraud Statement: 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 Fraud Statement: 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.

Pennsylvania Fraud Statement: 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 and Virginia Fraud Statement: 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.

Fraud Statement (All Other States): 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.

If the primary address of the location listed in item #1 is in the state of **New York, Iowa or Florida**, the states of **New York, Iowa and Florida** require that we have the name and address of your (insured's) authorized Agent or Broker.

Name of authorized Agent or Broker _____

Address _____

Agent or Broker License number _____

Mail completed Application through local Agent or Broker to: _____

The undersigned represents that to the best of his/her knowledge and belief the particulars and statements set forth herein are true and agrees that those particulars and statements are material to acceptance of the risk assumed by the Company. The undersigned further declares that any changes to the information contained in this application prior to the effective date of the insurance applied for which may render inaccurate, untrue, or incomplete any statement made will immediately be reported in writing to the Company and the Company may withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance. The Company is hereby authorized, but not required to make any investigation and inquiry in connection with the information, statements and disclosures provided in this application. The decision of the Company not to make or to limit any investigation or inquiry shall not be deemed a waiver of any rights by the Company and shall not estop the Company from relying on any statement in this application. The signing of this application does not bind the undersigned to purchase the insurance, nor does the review of this application bind the Company to issue a policy. It is understood the Company is relying on this application in the event the Policy is issued. It is agreed that this Application, including any material submitted therewith, shall be the basis of the contract should a policy be issued and it will be attached and become a part of the policy.

Signature: _____
(Chairperson of the Board or President)

Name: _____

Title: _____ Date: _____



EMPLOYMENT PRACTICES LIABILITY MERGER, ACQUISITION OR FORMATION OF A SUBSIDIARY ADDENDUM

Insured Name: _____ Policy Number: _____

Is this a: [] Merger (complete Merger section only below) [] Acquisition (complete Acquisition section only below)
[] Formation of subsidiary (complete Subsidiary section only below)

MERGER: (If applicable)

- 1. Name of the entity the Insured is merging with?
2. Is the Insured the surviving entity? [] Yes [] No
3. Date of Merger?
4. What effect will the merger have over the next 12 months or has it had on the following:
Nature/Scope of operations:
Location:
Management:
Employees (layoff, downsizing, reorganization, employee count...):

ACQUISITION OR FORMATION OF A SUBSIDIARY: (If applicable)

- 1. Is our Insured being acquired? [] Yes [] No
If yes, stop here and refer to the policy "Changes in Exposure" section.
2. Name & address of additional entity requesting coverage?
3. What percentage ownership will there be in the entity requesting coverage?
4. Describe the nature of operations of the entity requesting coverage?
5. Date of acquisition or formation of the subsidiary?
6. Number of additional employees: Full time Part Time Temporary Seasonal
Independent Contractors Leased Other
7. Will the additional entity result in our Insured having any reorganization, downsizing, closing or reduction in staff over the next 12 months? [] Yes [] No
If yes, explain:
8. Has the additional entity had or do they anticipate any reorganization, closing, downsizing or reduction in staff in the past or next 12 months? [] Yes [] No
If yes, explain:
9. Will the additional entity follow the same Harassment and Discrimination guidelines submitted by the Insured and approved by the Insurer? [] Yes [] No
If No, explain or submit the harassment and discrimination guidelines to be followed
10. Has the additional entity or any person's proposed for insurance at the additional entity had any claims within the past 5 years related to the coverage being provided? [] Yes [] No
If yes, explain

Sign below only if this is an Acquisition or formation of a Subsidiary

The undersigned represents that no claims are now pending against the additional entity nor is any person proposed for this Insurance at the additional entity aware of any fact, circumstance or situation which may result in a claim against the additional entity or proposed individual insured's of the additional entity.

Signature _____ Title _____ Date _____
(President or Chairperson)



EMPLOYMENT PRACTICES LIABILITY DOWNSIZING, LAYOFF, FACILITY CLOSING ADDENDUM

Insured Name: _____ Policy Number: _____

1. Was this a: Downsizing Layoff Facility Closing(s)

Other (describe): _____

2. Date of occurrence? _____

3. Why did it occur? _____

4. How many employees were let go? Full Time _____ Part Time _____ Temporary _____ Seasonal _____
Independent Contractors _____ Leased _____ Other _____

5. Is any further downsizing, layoff or facility closing anticipated over the next 12 months? Yes No

If Yes, explain _____

* Attach a copy of the latest 12-month financial statement for review (unless renewing with current carrier).

Signature _____
(President or Chairperson)

Title _____

Date _____



Claim Supplement - Professional Liability

CLAIM SUPPLEMENT

When any one of the Claims questions is answered yes, please complete this form for each claim.

1. Name of Claimant: _____
2. When did claim occur? _____
3. Details and background of Claim (include positions of persons involved and if they are still employed) If claim is open and involves harassment, attach copy of complaint: _____

4. Has the Equal Employment Opportunity Commission (EEOC) or State of Human Rights Agency ruled on this case? Yes No
If yes, was the ruling: Probable cause No probable cause
(Please attached a copy of the ruling.)
5. Is the claim open or closed? Open Closed
6. Amount of Defense Costs paid? _____
7. Settlement amount (if any)? _____
8. Was the Claim covered by Insurance? Yes No
a. If yes, what amount was paid by the Insurer? _____
b. If the claim is still open, what amount of reserve has been set up by the Insurer? _____
9. What remedial measures have been taken to prevent a recurrence of a similar claim? _____

The information on this supplement is material to the Company underwriting this risk and shall be made a part of this Policy as if physically attached hereto.

Signature: _____ Date: _____

(President or Chairman of Board of Insured)

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY

ARKANSAS STATE AMENDATORY ENDORSEMENT

To be attached to and form a part of all policies written in Arkansas.

It is hereby agreed:

I. Section V. LIMITS OF LIABILITY AND RETENTION, **F.** is amended to state:

F. The Limit of Liability for the Extended Reporting Period, if applicable, shall be a part of and not in addition to the Limit specified in the Policy Declarations subject to the following:

The limit of liability in the policy aggregate for the optional Extended Reporting Period shall be no less than the greater of the amount of coverage remaining in the expiring policy aggregate or fifty percent (50%) of the aggregate at policy inception.

II. Section VII. EXTENDED REPORTING PERIOD, **A.** is deleted in its entirety and replaced by the following:

A. If the Policy expires, is cancelled or is non renewed for any reason, the **Parent Organization** shall have the right to purchase an Extended Reporting Period to report any **Claim(s)** or circumstance(s) which could be expected to give rise to a **Claim** being first made against an **Insured** during the twelve (12) months, twenty-four (24) months or thirty-six (36) months after the expiration date or effective date of such cancellation or non-renewal (depending upon the Extended Reporting Period purchased). An Extended Reporting Period shall only apply to a **Wrongful Act** committed before the date of the Policy expiration, cancellation or non-renewal. For the purpose of this clause, any change in premium terms or terms on renewal shall not constitute a refusal to renew.

III. Section VII. EXTENDED REPORTING PERIOD, **D.** is deleted in its entirety and replaced by the following:

- D.** The Limits of Liability available during the optional Extended Reporting Period shall be no less than the greater of the amount of coverage remaining in the expiring policy aggregate or fifty percent (50%) of the aggregate at policy inception.

All other terms and conditions of this **Policy** remain unchanged. This endorsement is a part of your **Policy** and takes effect on the effective date of your **Policy** unless another effective date is shown.

SERFF Tracking Number: WESA-125349843 State: Arkansas
Filing Company: United States Liability Insurance Company State Tracking Number: #25731 \$50
Company Tracking Number: PROF-EPL-07-29-F
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0010 Employment Practices Liability
Product Name: Employment Practices Liability
Project Name/Number: Employment Practices Liability Form Revision/PROF-EPL-07-29

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: WESA-125349843 State: Arkansas
Filing Company: United States Liability Insurance Company State Tracking Number: #25731 \$50
Company Tracking Number: PROF-EPL-07-29-F
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0010 Employment Practices Liability
Product Name: Employment Practices Liability
Project Name/Number: Employment Practices Liability Form Revision/PROF-EPL-07-29

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 01/09/2008

Comments:

Attached is the AR forms transmittal.

Attachment:

AR Forms.pdf

Satisfied -Name: Letter of Authorization **Review Status:** Approved 01/09/2008

Comments:

Letter of Authorization is attached.

Attachment:

Westmont Authorization Letter.pdf

Satisfied -Name: AR Cover Letter **Review Status:** Approved 01/09/2008

Comments:

Attached is the AR cover.

Attachment:

AR-F.pdf

Satisfied -Name: AR Forms Listing **Review Status:** Approved 01/09/2008

Comments:

Attached is the AR forms listing.

Attachment:

AR.pdf

Satisfied -Name: Side by Side Comparisons **Review Status:** Approved 01/09/2008

Comments:

Attached are the Side by Side Comparisons.

SERFF Tracking Number: WESA-125349843 State: Arkansas
Filing Company: United States Liability Insurance Company State Tracking Number: #25731 \$50
Company Tracking Number: PROF-EPL-07-29-F
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0010 Employment Practices Liability
Product Name: Employment Practices Liability
Project Name/Number: Employment Practices Liability Form Revision/PROF-EPL-07-29

Attachment:

Side-By-Side Comparisons.pdf

Property & Casualty Transmittal Document (Revised 1/1/06)

AR _____

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 # |
| Berkshire Hathaway, Inc. | 0031 |

| 4. Company Name(s) | Domicile | NAIC # | FEIN # |
|---|----------|--------|------------|
| United States Liability Insurance Company | PA | 25895 | 23-1383313 |
| | | | |
| | | | |
| | | | |
| | | | |

| | |
|-----------------------------------|------------------|
| 5. Company Tracking Number | PROF-EPL-07-29-F |
|-----------------------------------|------------------|

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

| 6. | Name and address | Title | Telephone #s | FAX # | e-mail |
|----|--|----------------|-------------------------|----------------|----------------------|
| | Jennifer Waldron | Senior Analyst | (856) 216-0220 | (856) 216-0303 | jenb@westmontlaw.com |
| | 25 Chestnut Street, Suite 105 Haddonfield, NJ 08033 | | | | |
| 7. | Signature of authorized filer | | Jennifer Waldron | | |
| 8. | Please print name of authorized filer | | Jennifer Waldron | | |

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

| | | | | |
|-----|--|--|--|---------------------------------|
| 9. | Type of Insurance (TOI), | Please select from the drop down list. 17.0 Other Liability | | |
| 10. | Sub-Type of Insurance (Sub-TOI) | 17.0010 Employment Practices Liability | | |
| 11. | State Specific Product code(s) (if applicable) [See State Specific Requirements] | n/a | | |
| 12. | Company Program Title (marketing title) | Employment Practices Liability | | |
| 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: _____ | | |
| 14. | Effective Date(s) Requested | New | Upon earliest approval | Renewal: Upon earliest approval |
| 15. | Reference Filing? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> (No) | |
| 16. | Reference Organization (if applicable) | n/a | | |
| 17. | Reference Organization # & Title | n/a | | |
| 18. | Company's Date of Filing | 11/7/07 | | |
| 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 # | PROF-EPL-07-29-F |
|-----|--|------------------|

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

Submission of the Company's Employment Practices Liability product.

| | |
|-----|---|
| 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 #: 25731

Amount: \$50.00

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

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

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 # | PROF-EPL-07-29-F | | | |
|-----------|--|--|---|--|---|
| 2. | This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small> | PROF-EPL-07-29-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 | Employment Practices Liability Insurance Policy | EPLJ (9/07) | <input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | EPLJ (4/00) | |
| 02 | Known Circumstances Revealed In Application Exclusion Endorsement | EPL106 (9/07) | <input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | EPL106 (6/94) | |
| 03 | Named Insured Endorsement | EPL108 (9/07) | <input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | EPL108 (6/94) | |
| 04 | Partnership/Ownership Exclusion Endorsement | EPL109 (9/07) | <input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | EPL109 (5/95) | |
| 05 | Related Party Exclusion Endorsement | EPL110 (9/07) | <input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | EPL110 (6/94) | |
| 06 | Physician/Doctor Exclusion Endorsement | EPL117 (9/07) | <input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | EPL117 (5/95) | |
| 07 | Downsizing/Reorganization Exclusion Endorsement | EPL120 (9/07) | <input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | EPL120 (6/02) | |
| 08 | Franchise Endorsement | EPL122 (9/07) | <input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | EPL122B (6/04) | |
| 09 | Employee Placement Exclusion Endorsement | EPL124 (9/07) | <input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | EPL124A (4/00) | |
| 10 | Property Management Clarification Endorsement | EPL125 (9/07) | <input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | EPL125A (4/00) | |

PC FFS-1

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 # | PROF-EPL-07-29-F | | | |
| 2. | This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small> | PROF-EPL-07-29-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 |
| 11 | Defense Costs Within Limits of Liability Endorsement | EPL133 (9/07) | <input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | EPL133A (8/03) | |
| 12 | Location Exclusion Endorsement | EPL140 (9/07) | <input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | EPL140 (10/06) | |
| 13 | Individual Exclusion Endorsement | EPL141 (9/07) | <input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | EPL141 (8/98) | |
| 14 | Third Party Coverage Endorsement | EPL144 (9/07) | <input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | EPL144A (4/00) | |
| 15 | Retroactive Date Endorsement | EPL148 (9/07) | <input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | EPL148 (4/00) | |
| 16 | Scheduled Insured Endorsement | EPL151 (9/07) | <input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | EPL151 (10/06) | |
| 17 | Scheduled Entity(ies) Endorsement | EPL152 (9/07) | <input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | EPL152 (10/06) | |
| 18 | Independent Contractor Exclusion Endorsement | EPL153 (9/07) | <input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | EPL153 (4/05) | |
| 19 | Territory Limitation Endorsement | EPL155 (9/07) | <input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | EPL155 (10/06) | |
| 20 | Continuity of Coverage Endorsement | EPL157 (9/07) | <input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | EPL157 (6/05) | |

PC FFS-1

FORM FILING SCHEDULE

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| 1. | This filing transmittal is part of Company Tracking # | PROF-EPL-07-29-F | | | |
|-----------|--|--------------------------------|---|---|--|
| 2. | This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small> | PROF-EPL-07-29-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 |
| 21 | Increased Limits of Liability Pending & Prior Litigation Date Endorsement | EPL160 (9/07) | <input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | EPL160 (7/06) | |
| 22 | Continuity of Coverage Endorsement With Increased Limit of Liability | EPL161 (9/07) | <input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | EPL161 (7/06) | |
| 23 | Fair Labor Standards Act Sub Limit Endorsement | EPL162 (9/07) | <input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | EPL162 (5/07) | |
| 24 | Punitive Damages Exclusion Endorsement | EPL163 (9/07) | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 25 | Other Insurance Endorsement | EPL164 (9/07) | <input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 26 | Reliance Upon Another Company's Application | EPL165 (9/07) | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 27 | Three Year Policy Term Endorsement | EPL-3YR-N (9/07) | <input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | EPL-3 YR (4/07) | |
| 28 | Application for Insurance | EP-5 (5/07) | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 29 | Employment Practices Liability Merger, Acquisition or Formation of A Subsidiary Addendum | EPL PCA1 (9/05) | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 30 | Employment Practices Liability Downsizing, Layoff, Facility Closing Addendum | EPL PCA2 (9/05) | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |

PC FFS-1

FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)
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| 1. | This filing transmittal is part of Company Tracking # | PROF-EPL-07-29-F | | | |
|-----------|--|--------------------------------|---|---|--|
| 2. | This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small> | PROF-EPL-07-29-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 |
| 31 | Claim Supplement - Professional Liability | CLAIM SUPP (10/06) | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 32 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 33 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 34 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 35 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 36 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 37 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 38 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 39 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 40 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |

PC FFS-1



UNITED STATES LIABILITY INSURANCE GROUP

A BERKSHIRE HATHAWAY COMPANY

190 South Warner Road, P.O. Box 6700, Wayne, PA 19087-4391
610.688.2535 888.523.5545 Fax 610.688.4391

May 30, 2007

RE: United States Liability Ins Company: NAIC #0031-25895 FEIN#23-1383313
Mount Vernon Fire Insurance Company NAIC #0031-26522 FEIN#23-1575334
U.S. Underwriters Insurance Company NAIC #0031-35416 FEIN#23-2049904

Dear Sir or Madam,

In accordance with the applicable statutes and regulations of your state, Nancy Stepanski and Westmont Associates, Inc. is hereby authorized to file form, rate and rule filings on behalf of the above captioned companies.

Sincerely,

Mark Miller
State Filings Manager
United States Liability Insurance Group
190 South Warner Road
Wayne, PA 19087-2191

1.888.523.5545 X586
Fax: 610.688.4391
mmiller@usli.com



**WESTMONT
ASSOCIATES, INC.**

November 6, 2007

The Honorable Julie Benafield-Bowman
Commissioner of Insurance
Arkansas Insurance Department
1200 West 3rd Street
Little Rock, AR 72201-1904

Attn: Property and Casualty Division

**RE: United States Liability Insurance Company / NAIC #25895
Employment Practices Liability Product
Form Filing
Company Filing Number: PROF-EPL-07-29-F
Effective Date: Upon Earliest Possible Approval**

Dear Commissioner Benafield-Bowman:

Enclosed you will find a form submission being filed for the Company's Employment Practices Liability Product. A letter permitting Westmont Associates, Inc. to submit this filing on the Company's behalf is enclosed.

The Company is revising their Employment Practices Liability forms and also submitting several new forms to be included with this product. The attached forms index provides details regarding which forms have been revised, which forms are being replaced and which forms are new. We have also attached marked-up copies of the revised forms to clearly reflect the changes that were made.

Please note that there is no rate impact associated with the form revisions being made through this submission.

Finally, please note that a corresponding rule filing has been submitted under Company Filing #: PROF-EPL-07-29-R.

We respectfully request your approval and/or acknowledgment of this submission, with the earliest permissible effective date.

Respectfully Submitted,

Jennifer Waldron

Jennifer Waldron
Senior Analyst

jenb@westmontlaw.com

Enclosures

Cc: N. Stepanski
M. Miller

**United States Liability Insurance Group
Employment Practices Liability
Index of Forms - Arkansas**

EXHIBIT I.
Policy Form

| | | |
|-------------|---------------|---|
| | Form Replaced | |
| EPLJ (9/07) | EPLJ (4/00) | Employment Practices Liability Insurance Policy |

EXHIBIT II.

Forms

| | Form Replaced | | Optional(O) or Mandatory (M) | Restrict/ Enhance/Clarify |
|---------------|----------------|---|---|---------------------------|
| EPL106 (9/07) | EPL106 (6/94) | Known Circumstances Revealed In Application Exclusion Endorsement | O except M for new business with claims | Restrict |
| EPL108 (9/07) | EPL108 (6/94) | Named Insured Endorsement | O | Enhance |
| EPL109 (9/07) | EPL109 (5/95) | Partnership/Ownership Exclusion Endorsement | O | Restrict |
| EPL110 (9/07) | EPL110 (6/94) | Related Party Exclusion Endorsement | O | Restrict |
| EPL117 (9/07) | EPL117 (5/95) | Physician/Doctor Exclusion Endorsement | O except M for Physician class | Restrict |
| EPL120 (9/07) | EPL120 (6/02) | Downsizing/Reorganization Exclusion Endorsement | O | Restrict |
| EPL122 (9/07) | EPL122B (6/04) | Franchise Endorsement | O | Restrict |
| EPL124 (9/07) | EPL124A (4/00) | Employee Placement Exclusion Endorsement | O except M for Employee placement firms | Restrict |
| EPL125 (9/07) | EPL125A (4/00) | Property Management Clarification Endorsement | O except M for Property MGMT firms | Clarify |
| EPL133 (9/07) | EPL133A (8/03) | Defense Costs within Limits of Liability Endorsement | M for limits chosen below 500k | Restrict |
| EPL140 (9/07) | EPL140 (10/06) | Location Exclusion Endorsement | O | Restrict |
| EPL141 (9/07) | EPL141 (8/98) | Individual Exclusion Endorsement | O | Restrict |
| EPL144 (9/07) | EPL144A (4/00) | Third Party Coverage Endorsement | O | Enhance |
| EPL148 (9/07) | EPL148 (4/00) | Retroactive Date Endorsement | O | Restrict |
| EPL151 (9/07) | EPL151 (10/06) | Scheduled Insured Endorsement | O | Enhance |
| EPL152 (9/07) | EPL152 (10/06) | Scheduled Entity(ies) Endorsement | O | Enhance |
| EPL153 | EPL153 | Independent Contractor Exclusion Endorsement | O | Restrict |

| | | | | |
|-----------------------|-------------------|--|---|----------|
| (9/07) | (4/05) | | | |
| EPL155 (9/07) | EPL155 (10/06) | Territory Limitation Endorsement | O | Restrict |
| EPL157 (9/07) | EPL157 (6/05) | Continuity of Coverage Endorsement | O | Enhance |
| EPL160 (9/07) | EPL 160 (7/06) | Increased Limits of Liability Pending & Prior Litigation Date Endorsement | O | Enhance |
| EPL161 (9/07) | EPL161 (7/06) | Continuity of Coverage Endorsement with Increased Limit of Liability | O | Enhance |
| EPL162 (9/07) | EPL162 (5/07) | Fair Labor Standards Act Sub limit Endorsement | O | Enhance |
| EPL163 (9/07) | NEW | Punitive Damages Exclusion Endorsement | O | Restrict |
| EPL164 (9/07) | NEW | Other Insurance Endorsement | O | Enhance |
| EPL165 (9/07) | NEW | Reliance Upon Another Company's Application | O | Clarify |
| EPL-3YR-N (9/07) | EPL-3YR (4/07) | Three Year Policy Term Endorsement | O | Clarify |
| EP-5 (5/07) | NEW | Application | M | Clarify |
| EPL PCA1 (9/05) | NEW | Employment Practices Liability Merger, Acquisition or Formation of A Subsidiary Addendum | O | Clarify |
| EPL PCA2 (9/05) | NEW | Employment Practices Liability Downsizing, Layoff, Facility Closing Addendum | O | Clarify |
| CLAIM SUPP (10/06) | NEW | Claim Supplement – Professional Liability | O | Clarify |

EXHIBIT III.

Underwriting Guidelines for Endorsement Usage

| | Reason for revision | |
|--------|---|--|
| EPL106 | Only edition date change | Known Circumstances Revealed In Application Exclusion Endorsement – Automatically applied to accounts with any known circumstance prior to inception of the policy period in the first year of coverage. Refers to application question. |
| EPL108 | Edited section reference | Named Insured Endorsement – Applied to add coverage for a Named Insured which has requested, and been approved for coverage. |
| EPL109 | Clarified intent | Partnership/Ownership Exclusion Endorsement – Applied to risks to exclude coverage for partners/owners for which coverage is not intended. |
| EPL110 | Editorial to fit new form | Related Party Exclusion Endorsement – Applied to risks to exclude coverage for an affiliated party or subsidiary for which coverage is not intended. |
| EPL117 | Replaced “in consideration of premium paid” | Physician/Doctor Exclusion Endorsement – Applied to accounts with physicians on staff. |
| EPL120 | Made a fill-in | Downsizing/Reorganization Exclusion Endorsement – Applied to accounts with above-average downsizing/reorganization exposure. |
| EPL122 | Only edition date change | Franchise Endorsement – Applied to accounts with above-average franchise exposure. |
| EPL124 | Editorial for new form & | Employee Placement Exclusion Endorsement – Applied to accounts with above-average placement exposure. |

| | | |
|--------------------|--|---|
| | clarified intent | |
| EPL125 | Editorial changes | Property Management Clarification Endorsement – Applied to property management accounts for clarification of “employee” status. |
| EPL133 | Editorial to fit new form | Defense Costs within Limits of Liability Endorsement – Applied to accounts that do not qualify for defense outside the limit of liability. |
| EPL140 | Editorial to fit new form | Location Exclusion Endorsement – Applied to risks to exclude coverage for a location which coverage is not intended. |
| EPL141 | Clarified intent | Individual Exclusion Endorsement – Applied to risks to exclude coverage for an individual which coverage is not intended. |
| EPL144 | Editorial to fit new form & added sexual abuse & molestation | Third Party Coverage Endorsement – Applied to accounts that qualify for third party coverage. |
| EPL148 | Clarified intent | Retroactive Date Endorsement – Applied at inception of first policy issued by Company. |
| EPL151 | Editorial to fit new form | Scheduled Insured Endorsement – Applied to add coverage for a Named Insured which has requested, and been approved for coverage. |
| EPL152 | Clarified intent | Scheduled Entity(ies) Endorsement – Applied to accounts with additional insured exposure upon request of the Insured and prior approval of the Company |
| EPL153 | Edited to fit new form & clarified intent | Independent Contractor Exclusion Endorsement – Applied to accounts with above-average independent contractor exposure. |
| EPL155 | Only edition date change | Territory Limitation Endorsement – Applied to accounts with above-average international exposure. |
| EPL157 | Editorial for new form | Continuity of Coverage Endorsement – Applied to account which have maintained continuous Employment Practices Liability coverage to match the risk’s prior and pending litigation date |
| EPL160 | Clarified intent | Increased Limits of Liability Pending & Prior Litigation Date Endorsement – Applied to account which have maintained continuous Employment Practices Liability coverage to match the risk’s prior and pending litigation date |
| EPL161 | Editorial to fit new form | Continuity of Coverage Endorsement with Increased Limit of Liability – Applied to account which have maintained continuous Employment Practices Liability coverage to match the risk’s prior and pending litigation date |
| EPL162 | Editorial for new form | Fair Labor Standards Act Sub limit Endorsement – Applied to accounts with lower than average exposure |
| EPL163 (10/07) | NEW | Punitive Damages Exclusion Endorsement –Applied to accounts to exclude all coverage for punitive damages. |
| EPL164 (10/07) | NEW | Other Insurance Endorsement – Applied to accounts to be primary. |
| EPL165 (9/07) | NEW | Reliance Upon Another Company’s Application – used to issue a policy when an Insured completes and submits another company’s admitted application whose questions are the same as ours. |
| EPL-3YR-N (9/07) | Editorial for new form | Three Year Policy Term Endorsement – provides three consecutive Coverage terms |
| EP-5 (5/07) | NEW | Application – completed to apply for insurance |
| EPL PCA1 (9/05) | NEW | Application supplement – used when applicant is involved in merger, acquisition or formation |
| EPL PCA2 (9/05) | NEW | Application supplement – use when applicant is involved in a downsizing, layoff or facility closing |
| CLAIM SUPP (10/06) | NEW | Application supplement – used to report professional liability claims information |

EPL WITH ALL CHANGES HIGHLIGHTED

**United States
Liability Insurance
Group**

A Berkshire Hathaway Company

190 South Warner Road
Wayne, PA 19087-2191
1-800-523-5545 www.usli.com

Employment

Practices

Liability

Insurance

Policy

This policy jacketed together with the declarations page, coverage form and endorsements, if any, complete this policy.

The enclosed declarations designates the issuing company.

Employment Practices Liability Insurance Policy

Period, or **Extended Reporting** Period, if applicable.¹

Notice: This is a Claims Made Policy. This Policy covers only those **Claims** first made against the **Insured** during the **Policy Period** or **Extended Reporting** Period, if purchased. **Defense Costs** shall be applied against the Retention.

However, coverage shall not apply to any **Claim** based upon or arising out of any **Wrongful Act** or circumstance likely to give rise to a **Claim** of which the person or persons signing the **Application** had knowledge or otherwise had a reasonable basis to anticipate might result in a **Claim**, prior to the earlier of:

In consideration of the payment of the premium and in reliance upon all statements made and information furnished to the **Company**, including the statements made in the **Application** and all attachments and materials submitted therewith, and subject to all the provisions of this Policy, the **Company** agrees as follows:

- A. the inception date of this Policy; or
- B. the inception date of the first **Policy** of this type the **Company** has issued to the **Parent Organization**, provided that the **Company** has written continuous coverage for the **Parent Organization** from such date to the inception date of this Policy.

I. INSURING AGREEMENT

- A. The **Company** will pay on behalf of the **Insured**, **Loss** in excess of the Retention not exceeding the Limit of Liability for which this coverage applies that the **Insured** shall become legally obligated to pay because of **Claims** first made against the **Insured** during the **Policy Period** or during any **Extended Reporting** Period, if applicable, for **Wrongful Acts** arising solely out of an **Insured's** duties on behalf of the **Organization**.
- B. The **Company** has the right and duty to defend any **Claim** to which this insurance applies, even if the allegations of the **Claim** are groundless, false or fraudulent.

III. DEFINITIONS

- A. "**Application**" means:
 - (1) **an application and any material submitted for this Policy; and**
 - (2) **an application(s), and any material submitted, for all previous Policies issued by the Company providing continuous coverage until the inception date of this Policy.**

The content of (1) and (2) above is incorporated by reference in this Policy as if physically attached hereto.

- B. "**Claim**" means:
 - (1) any written notice received by **any Insured** that any person or entity intends to hold such **Insured** responsible for a **Wrongful Act**; or
 - (2) any proceeding initiated against **any Insured**, including any appeal therefrom, seeking to hold such **Insured** responsible for a **Wrongful Act**, including any

II FULL PRIOR ACTS COVERAGE PROVISION

Coverage shall apply to any Claim made against an Insured for Wrongful Acts arising solely out of the Insured's duties on behalf of the Organization committed prior to the expiration date of this Policy or the effective date of cancellation or nonrenewal of this Policy, if applicable, provided that the Claim is first made during the Policy

¹ Removed : . "and written notice of said Claim is reported to the Company as soon as practicable" as already in Notice section

proceeding conducted by the Equal Employment Opportunity Commission or similar federal, state or local agency and any appeal therefrom;

A **Claim** shall be considered first made when the **Insured** or its legal representative or agent first receives notice of a **Claim**.

C. "**Company**" means the insurer identified on the **Policy** Declarations.

D. "**Defense Costs**" means reasonable and necessary **legal** fees and expenses incurred by the **Company**, or by any attorney designated by the **Company** to defend **any Insured**, resulting from the investigation, adjustment, defense and appeal of a **Claim**. **Defense Costs** includes other fees, costs, costs of attachment or similar bonds (without any obligation on the part of the **Company** to apply for or furnish such bonds,) but does not **include** salaries, wages, overhead or benefits expenses of **any Insured**.

E. "**Discrimination**" means:

- (1) the termination of an employment relationship; or
- (2) a demotion or a failure to hire or promote any individual; or
- (3) any other limitation or classification of an **Employee** or applicant for employment which would deprive any individual of employment opportunities or adversely affect any individual's status as an **Employee**;

because of race, color, religion, age, sex, disability, pregnancy, national origin, marital status, sexual orientation or other protected class or characteristic established under applicable federal, state, or local statute, ordinance, regulation or order.

F. "**Domestic Partner**" means any **natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law**.

G. "**Employee**" means any **natural** person whose labor or service is

engaged by and directed by the **Organization while performing duties related to the conduct of the Organization's business** and includes leased, part-time, seasonal and temporary workers, **independent contractors, volunteers and interns**.²

An **Employee's** status as an **Insured** will be determined as of the date of the **Wrongful Act that results in a Claim**.

H. "**Harassment**" means:

- (1) sexual harassment including unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature that are made a condition of employment, are used as a basis for employment decisions, or create a work environment that is hostile, intimidating or offensive or that interferes with performance; or
- (2) other ³harassment which creates a work environment that is hostile, intimidating or offensive or that otherwise interferes with performance.

I. "**Individual Insured(s)**" means:

- (1) any persons who were, now are, or shall be directors, officers, partners, managing members or **Employees** of the **Organization** including their estates, heirs, legal representatives or assigns in the event of their death, incapacity or bankruptcy.

J. "**Insured(s)**" means the **Organization** and the **Individual Insureds**.

K. "**Loss**" means damages and settlements, front pay and back pay, and pre-judgment and post judgment interest awarded by a court **and punitive or exemplary damages to the extent such damages are insurable under applicable law** but does not include fines, penalties, taxes, the multiplied portion of any multiple damage award or an express obligation

² added independent contractors to definition.

³ Removed "workplace" as already addressed by wrongful act definition

to make payment in the event of the termination of employment.⁴

For the purpose of determining the insurability of punitive damages and exemplary damages, the laws of the jurisdiction most favorable to the insurability of such damages shall control, provided that such jurisdiction has a substantial relationship to the relevant Insured or to the Claim giving rise to the damages.

L. "Organization" means:

- (1) the Parent Organization; and
- (2) any Subsidiary of the Parent Organization; and
- (3) any entity in its capacity as a debtor in possession of (1) or (2) above under the United States bankruptcy law or equivalent status under the law of any other jurisdiction.

M. "Parent Organization" means the entity named in Item 1 of the Policy Declarations.

N. "Policy Period" means the period from the effective date of this Policy as set forth in the Policy Declarations, to the expiration date or effective date of cancellation or nonrenewal, if any.

O. "Retaliation" means any actual or alleged retaliatory treatment against an Employee because of:

- (1) the exercise of or attempt to exercise an Employee's rights under law; or
- (2) an Employee's disclosure of or threat to disclose to a governmental agency or superior, acts of actual or alleged wrongdoing by an Insured; or
- (3) the filing of any claim under any federal, state, or local "whistle-blower" law including the Federal False Claims Act; or
- (4) Employee strikes or slowdowns.

P. "Subsidiary" means, for the purpose of this Policy, any entity which is more than 50% owned by the

Parent Organization as of the effective date of this Policy and is disclosed as a Subsidiary in an Application to the Company.

An entity formed or acquired after the effective date of this policy is, for the purpose of this Policy, a Subsidiary if:

- (1) the entity's Employees total less than 25% of the total work force of the Parent Organization

and

- (2) notice is given to the Company with full particulars of the new Subsidiary as soon as practicable but no later than the expiration date of this Policy or the effective date of cancellation or nonrenewal, if applicable.

An entity which is formed or acquired after the effective date of this Policy and its Employees total 25% or more of the total work force of the Parent Organization is, for the purpose of this Policy, a Subsidiary if:

- (1) notice is given to the Company of such Subsidiary as soon as practicable but within sixty (60) days of the formation or acquisition of the Subsidiary and
- (2) the Parent Organization provides the Company with such information as the Company may deem necessary to determine insurability of the Subsidiary and
- (3) the Parent Organization accepts any special terms, conditions, exclusions, limitations or premium imposed by the Company and
- (4) the Company, at its sole discretion, agrees to insure the Subsidiary.

A Subsidiary which is sold or dissolved:

- (1) after the effective date of this Policy and which was an Insured under this Policy; or

(2) prior to the **effective** date of this Policy and which was an **Insured** under a prior Policy issued by the **Company**;

shall continue to be an **Insured**, but only with respect to **Claims** first made during this **Policy Period** or Extended Reporting Period, if applicable, arising out of **Wrongful Acts** committed or allegedly committed during the time the entity was a **Subsidiary** of the **Parent Organization**.

Q. "Workplace Tort" means any actual or alleged employment-related: misrepresentation; negligent supervision, training or evaluation; wrongful discipline; wrongful deprivation of a career opportunity; or failure to enforce written policies and procedures relating to a **Wrongful Act**

- R. "**Wrongful Act**" means any actual or alleged act of:
- (1) **Discrimination**;
 - (2) **Harassment**;
 - (3) **Retaliation**;
 - (4) **Wrongful Termination**;
 - (5) **Workplace Tort**;
 - (6) negligent violation of the Uniform Services Employment & Reemployment Rights Act;
 - (7) negligent violation of the Family and Medical Leave Act of 1993; or
 - (8) negligent violation of state law having the same or substantially similar purpose as the Acts in (6) or (7) above;
 - (9) acts described in clauses (1) through (8) above arising from the use of the **Organization's** Internet, e-mail, telecommunication or similar systems, including the failure to provide and enforce adequate policies and procedures relating to such use of the **Organization's** Internet, e-mail, telecommunication or similar systems;

committed or allegedly committed by the **Organization** or by an **Individual Insured** acting solely within his/her capacity as such involving **and**

brought by any **Employee**, former **Employee** or applicant for employment with the **Organization**; or **asserted by** any **Employee**, former **Employee** or applicant for employment with the **Organization** against an **Individual Insured** because of his/her status as such.

It is further agreed that the same **Wrongful Act**, an interrelated series of **Wrongful Acts** or a series of similar or related **Wrongful Acts** by one or more **Insureds** shall be deemed to be one **Wrongful Act** and to have commenced at the time of the earliest **Wrongful Act**.

S. "**Wrongful Termination**" means the actual or constructive termination of an employment relationship or the demotion of or the failure to promote any **Employee** in a manner which is illegal and wrongful or in breach of an implied agreement to continue employment.

IV. EXCLUSIONS

- A. The **Company** shall not be liable to make payment for **Loss** or **Defense Costs** in connection with any **Claim** made against **the Insured** for:⁵

any actual or alleged bodily injury, sickness, disease or death of any person, or damage to or destruction of any tangible property including any resulting loss of use; provided that this exclusion shall not apply to **Claims** for mental anguish, emotional distress, invasion of privacy, humiliation, libel, slander or defamation that result from a **Wrongful Act**.

- B. The **Company** shall not be liable to make payment for **Loss** or **Defense Costs** (**except where otherwise noted**) in connection with any **Claim** made against **the Insured** arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

⁵ "made against the Insured for" is what is different about this section = "for" wording for excl. A only. Letter B. then applies to the balance of the exclusions.

- (1) conduct of the **Insured** or at the **Insured's** direction that is fraudulent, dishonest or criminal provided that this exclusion will not apply to:
- a **Defense Costs** incurred until **such conduct is established to be fraudulent, dishonest or criminal by final and non-appealable judgment or adjudication;**
 - b. the strictly vicarious liability of the **Insured** for the fraudulent, dishonest or criminal conduct of another **Insured;**
- (2) any pension, profit sharing, welfare benefit or other employee benefit program established in whole or in part for the benefit of any **Individual Insured**, or based upon, arising out of or in any way involving the Employee Retirement Income Security Act of 1974 (**except Section 510 thereof**) or any amendments thereof or regulations promulgated thereunder or similar provisions of any federal, state or local statutory law or common law; **provided that this exclusion will not apply to any Claim for actual or alleged Retaliation with regard to benefits paid or payable;**
- (3) any obligation under a worker's compensation, disability benefits, insurance benefits or unemployment compensation law, or any similar law or regulation; provided that this exclusion will not apply to any **Claim** for actual or alleged **Retaliation with regard to benefits paid or payable;**
- (4) any prior or pending litigation, administrative or regulatory proceeding, **claim, demand, arbitration, decree or judgement** of which the **Insured** had written notice before the **effective** date of this Policy; or any fact, circumstance, event, situation, or **Wrongful Act** which before the **effective** date of this Policy was the subject of any notice under any other similar policy of insurance **to the**

Insured; or any future Claims or litigation based upon the pending or prior litigation or derived from the same or essentially the same facts, actual or alleged;

provided that, if this Policy is a renewal of a Policy or Policies previously issued by the **Company** and if the coverage provided by the **Company** was continuous from the **effective** date of the first such other Policy to the **effective** date of this Policy, the reference in this exclusion **to the "effective" date** will mean the **effective** date of the first Policy under which the **Company first provided** continuous coverage to the **Insured;**

- (5) any lockout, strike, picket line, replacement of worker(s) or other similar actions resulting from labor disputes or labor negotiations; provided that this exclusion will not apply to a **Claim** for actual or alleged **Retaliation arising from the foregoing;**
- (6) the National Labor Relations Act, Labor Management Relations Act and amendments thereto, or any similar state, federal or local law or regulation; provided that this exclusion will not apply to a **Claim** for actual or alleged **Retaliation arising from an Insured's alleged violation of such laws;**
- (7) any **Claim** against any **Subsidiary** or its **Individual Insureds** for any **Wrongful Act** occurring prior to the date that such entity became a **Subsidiary** or any **Wrongful Act** occurring at any time that such entity is not a **Subsidiary;**
- (8) any damages which an **Insured** is legally obligated to pay by reason of the assumption of another's liability for a **Wrongful Act** in a contract or agreement. This exclusion does not apply to liability for damages that the **Insured** would have in the absence of the contract or agreement;

(9) actual or alleged violations of the Fair Labor Standards Act, any amendments thereto, or any similar provisions of any federal, state or local law(except the Equal Pay Act); or improper wages or wage disputes due to misclassification of **Employees** as exempt or non exempt; or misrepresentation involving any **Employee's** status as exempt or non-exempt.

C. The **Company** shall not be liable to make payment for **Loss** in connection with any **Claim** made against the **Insured** arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:⁶

(1)The **Insured's** actual or alleged liability for damages under any express employment contract or express employment agreement; provided that this exclusion shall not apply to liability for a **Wrongful Act** which the **Insured** would have in the absence of such contract or agreement;

(2)any costs or actual or alleged liability resulting from the modification of any real or personal property in order to make said real or personal property more accessible or accommodating to any disabled person.

Defense Costs shall be a part of and not in addition to the Limit of Liability stated in Item III of the Policy Declarations for C (1) and C (2) above.

V. LIMITS OF LIABILITY AND RETENTION

Regardless of the number of **Insureds** under this Policy, **Claims** made or brought on account of **Wrongful Acts** or otherwise, the **Company's** liability is limited as follows:

A. The Limit of Liability specified in the **Policy** Declarations as "in the Aggregate" shall be the maximum

liability for **Loss** from all **Claims** to which this Policy applies.

B. The Limit of Liability specified in the **Policy** Declarations as the Limit for each **Claim** shall be the maximum liability for **Loss** for each **Claim** to which this Policy applies.

C. **Defense Costs** shall be in addition to the Limit of Liability shown in the Policy Declarations.

D. Subject to the Limits of Liability provisions stated above, the **Company** shall be liable to pay only **Defense Costs** and **Loss** in excess of the Retention specified in the **Policy** Declarations hereof as respects each and every **Claim** to which this **Policy** applies.

E. The **Company** shall have no obligation to pay any part or all of the Retention specified in the **Policy** Declarations for any **Claim** on behalf of an **Insured**. If the **Company**, at its sole discretion, elects to pay any part or all of the Retention, the **Insureds** agree to repay such amounts to the **Company** upon demand.

F. The Limit of Liability for the Extended Reporting Period, if applicable, shall be a part of and not in addition to the Limit specified in the **Policy** Declarations.

G. **Claims** based upon or arising out of the same **Wrongful Act**, interrelated **Wrongful Acts**, or a series of similar or related **Wrongful Acts** shall be considered a single **Claim** and shall be considered first made during the **Policy Period** or Extended Reporting Period, **if applicable**, in which the earliest **Claim** arising out of such **Wrongful Act(s)** was first made and all **Loss** for such **Claims** shall be subject to the one Limit of Liability that applies to such earliest **Claim**.

H. The Limit of Liability for this Policy shall apply separately to each consecutive annual period starting with the beginning of the **Policy Period** shown in the Policy Declarations. If this Policy is issued for a period of more than twelve (12) months but less than

⁶ This section C. is separated to note exclusions for which we will cover Defense Costs.

twenty four (24) months or if the **Policy Period** is extended after issuance, the additional **Extended Reporting Period** will be deemed part of the last Policy Period for the purposes of determining the Limit of Liability.

VI. SPOUSAL AND DOMESTIC PARTNER EXTENSION

If a **Claim** against an **Individual Insured** includes a **Claim** against the lawful spouse or **Domestic Partner** of such **Individual Insured** solely by reason of (a) such spousal or **Domestic Partner status** or (b) such spouse's or **Domestic Partner's** ownership interest in property or assets that are sought as recovery for **Wrongful Acts**, any **Loss** which such spouse or **Domestic Partner** becomes legally obligated to pay on account of such **Claim** shall be deemed **Loss** which the **Individual Insured** becomes legally obligated to pay as a result of the **Claim**.

All definitions, exclusions, terms and conditions of this Policy, including the Retention, applicable to any **Claim** against, or **Loss or Defense Costs** sustained by, such **Individual Insured** shall also apply to **this coverage extension**.

The extension of coverage afforded by this Section VI shall not apply to the extent the **Claim** alleges any **Wrongful Act**, error, omission, misstatement, misleading statement, neglect or breach of duty committed by such spouse or **Domestic Partner** as long as they are not also an **Individual Insured**.

V VII. EXTENDED REPORTING PERIOD

- A. If the Policy expires or is cancelled or non renewed for any reason other than non payment of premium, the Parent Organization shall have the right to purchase an Extended Reporting Period to report any **Claim(s)** or circumstance(s) which could be expected to give rise to a **Claim** being first made against an **Insured** during the twelve (12) months, twenty-four (24) months or thirty-six (36) months after such expiration date or effective date of

cancellation or non-renewal (depending upon the Extended Reporting Period purchased). An Extended Reporting Period shall only apply to a **Wrongful Act** committed before the date of the Policy expiration or effective date of cancellation or non-renewal. For the purpose of this clause, any change in premium terms or terms on renewal shall not constitute a refusal to renew.⁷

- B. The additional premium for the Extended Reporting Period shall be 50% of the annual premium set forth in the Policy Declarations for the twelve (12) month period; 100% of the annual premium set forth in the Policy Declarations for the twenty-four (24) month period; and 150% of the annual premium set forth in the Policy Declarations for the thirty-six (36) month period. The Extended Reporting Period begins on the **expiration date** or **effective date of cancellation or non-renewal of the Policy**. The **Parent Organization** must notify the **Company** in writing and must pay the additional premium set forth above no later than thirty (30) days after the **expiration date** or effective date of such cancellation or non-renewal.
- C. All premium paid with respect to an Extended Reporting Period shall be deemed fully earned as of the first day of the Extended Reporting Period.
- D. The Limits of Liability available during the Extended Reporting Period shall not exceed the balance of the Limits of Liability available on the **expiration date or effective date of the cancellation or non-renewal of the Policy**.
- E. Coverage for **Claim(s)** or circumstances which ultimately lead to a **Claim(s)** first received and reported during the Extended Reporting Period shall be excess over any other valid and collectible insurance providing coverage for such **Claim(s)**.

I VIII. DEFENSE AND SETTLEMENT

- A. The **Insured** shall not demand or agree to arbitration of any **Claim** without the written consent of the **Company**. The **Insured** shall not, except at personal cost, **make any offer or** payment, admit any liability, settle any **Claim**, assume any obligation or incur any expense without the **Company's** written consent.
- B. **Except as otherwise provided in this Policy, if a Claim is made against an Insured for Loss that is both covered and uncovered by this Policy, the Company will pay one hundred percent (100%) of Defense Costs for the Claim until such time that the Limits of Liability of this policy are exhausted by payment of a covered Loss or the Claim for the covered Loss is resolved by settlement, verdict or summary judgement.**
- C. The **Company**, as it deems expedient, has the right to investigate, adjust, defend, appeal and, with the consent of the **Insured**, negotiate the settlement of any **Claim** whether within or above the Retention. If the **Insured** refuses to consent to a settlement recommended by the **Company**, **the Company is not obligated to pay any Loss or defend any Claim after the Limit of Liability has been exhausted by payment of Loss by settlement or otherwise. The Company's obligation to the Insured for Defense Costs and Loss attributable to such Claim(s) shall be limited to:**
- (1) **The amount of the covered Loss in excess of the Retention which the Company would have paid in settlement at the time the Insured first refused to settle;**
 - (2) **Plus covered Defense Costs incurred up to the date the Insured first refused to settle;**
 - (3) **Plus seventy five percent (75%) of covered Loss and Defense Costs in excess of the first settlement amount recommended by the Company to which the Insured did not consent.**

It is understood that payment of (a),(b) and (c) above is the limit of the **Company's** liability under this Policy for any **Claim** in which the **Insured** fails or refuses to consent to the **Company's** settlement recommendation, subject at all times to the Limits of Liability and Retention provisions of this Policy. The remaining twenty five percent (25%) of Loss and Defense Costs in excess of the amount referenced in (a) and (b) above shall be the obligation of the **Insured**.

- D. The **Insured** agrees to cooperate with the **Company** on all **Claims**, and provide such assistance and information as the **Company** may reasonably request. Upon the **Company's** request, the **Insured** shall submit to examination and interrogation by a representative of the **Company**, under oath if required, and shall attend hearings, depositions and trials and shall assist in the conduct of suits, including but not limited to effecting settlement, securing and giving evidence, obtaining the attendance of witnesses, giving written statements to the **Company's** representatives and meeting with such representatives for the purpose of investigation and/or defense, all of the above without charge to the **Company**. The **Insured** further agrees not to take any action which may increase the **Insured's** or the **Company's** exposure for **Loss** or **Defense Costs**.

The **Insured** shall execute all papers required and shall do everything that may be necessary to secure and preserve any rights of indemnity, contribution or apportionment which the **Insured** or the **Company** may have, including the execution of such documents as are necessary to enable the **Company** to bring suit in the **Insured's** name and shall provide all other assistance and cooperation which the **Company** may reasonably require.

(a)

- IX. NOTICE/CLAIM AND CIRCUMSTANCE REPORTING PROVISIONS
- Notice hereunder shall be given in writing to the **Company**. If mailed,

the date of mailing of such notice shall constitute the date that such notice was given and proof of mailing shall be sufficient proof of notice.

A. As a condition precedent to exercising any right to coverage under this Policy, the **Insured** shall give to the **Company** written notice of a **Claim** as soon as practicable, but:

- (1) if the Policy expires, is cancelled or is non-renewed and if no Extended Reporting Period is purchased, no later than sixty (60) days after the expiration date or effective date of such cancellation or non-renewal; or
- (2) if an Extended Reporting Period is purchased, no later than the last day of the Extended Reporting Period.

B. If written notice of a **Claim** or circumstance which could be expected to give rise to a **Claim** being made against an **Insured** has been given to the **Company** pursuant to Clause IX. A. above, then any **Claim** which is subsequently made against the **Insured** and reported to the **Company** alleging, arising out of, based upon or attributable to the facts alleged in the **Claim** or circumstance which could be expected to give rise to a **Claim** being made against an **Insured** for which notice was given, or alleging any **Wrongful Act** which is the same as or related to any **Wrongful Act** alleged in the **Claim** or circumstance which could be expected to give rise to a **Claim** being made against an **Insured** for which notice was given, shall be considered made at the time such notice was given.

X. CANCELLATION OR NON-RENEWAL

A. This Policy may be canceled by the **Parent Organization** by either surrender thereof to the **Company** at its address stated on the **Policy** Declarations or by mailing to the **Company** written notice requesting cancellation and in either case stating when thereafter such cancellation shall be effective. If canceled by the **Parent Organization**,

the **Company** shall retain the customary short rate proportion of the premium.

B. The **Company** may cancel this Policy only in the event of the failure of the **Insured** to pay the premium when due by mailing to the **Parent Organization** written notice when, not less than ten (10) days thereafter, such cancellation shall be effective.

C. In the event the **Company** refuses to renew this Policy, the **Company** shall mail to the **Parent Organization**, not less than sixty (60) days prior to the **end of the Policy Period**, written notice of non-renewal. Such notice shall be **binding** on all **Insureds**.

D. The **Company** shall mail notice of Cancellation or Nonrenewal by certificate of mailing stating the effective date of Cancellation or Nonrenewal and the specific reason(s) for Cancellation or Nonrenewal, which shall become the end of the Policy Period. Mailing of such notice shall be sufficient notice of Cancellation or Nonrenewal

E. If the Policy is canceled by the **Company**, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected, or as soon as practicable thereafter.

XI. REPRESENTATIONS AND SEVERABILITY

A. The **Insured** represents that the particulars and statements contained in the **Application** are true and agree that (1) those particulars and statements are the basis of this Policy and are to be considered as incorporated into and constituting a part of the Policy; (2) those particulars and statements are material to the acceptance of the risk assumed by the **Company**; and (3) the Policy is issued in reliance upon the truth of such representations.

B. An **Application** for coverage shall be construed as a separate **Application** for coverage by each **Individual Insured**. With respect to the particulars and statements

contained in the **Application**, no fact pertaining to or knowledge possessed by any **Individual Insured** shall be imputed to any other **Individual Insured** for the purpose of determining if coverage is available.

However, facts pertaining to and knowledge possessed by the individual(s) signing the **Application(s)** and the President, Chairperson, Chief Executive Officer, Partner and Chief Financial Officer shall be imputed to the **Organization** for the purpose of determining if coverage is available.

XII. SUBROGATION

In the event of any payment under this Policy, the **Company** shall be subrogated to the **Insured's** right of recovery therefore against any person or entity and the **Insured** shall execute and deliver such instruments and papers and do whatever else is necessary to secure such rights. The **Insured shall not do anything** to prejudice such rights.

XIII. CHANGES

Notice to any agent or knowledge by any agent shall not **effect** a waiver or change in any part of this Policy or stop the **Company** from asserting any right under the terms of this Policy, nor shall the terms of this Policy be waived or changed except by an endorsement, issued by the **Company** to form a part of this Policy.

XIV. AUTHORIZATION CLAUSE AND NOTICES

By acceptance of this Policy, the **Insured** agrees that the **Parent Organization** shall act on behalf of all **Insureds** with respect to the giving and receiving of any return premiums that may become due under this Policy. Notice to the **Parent Organization** shall be directed to the individual named in the **Application**, or such other person as shall be designated by the **Parent Organization** in writing, at the address of the **Parent Organization**. Such notice shall be deemed to be notice to all **Insureds**. The **Parent Organization** shall be the agent of all **Insureds** to effect changes in the Policy or

purchase the Extended Reporting Period.

XV. ASSIGNMENT

Assignment of interest under this Policy shall not bind the **Company** unless its consent is endorsed hereon.

XVI. OTHER INSURANCE

This Policy shall be excess of ⁸other existing insurance, including but not limited to any insurance under which there is a duty to defend, unless such other insurance is specifically written to be in excess of this Policy.

XVII. TERMS OF POLICY CONFORMED TO STATUTE

Terms of this Policy which are in conflict with the statutes of the State wherein this Policy is issued are hereby amended to conform to such statutes.

XVIII. CHANGES IN EXPOSURE

A. If after the inception date of this Policy:

- (1) the **Parent Organization** merges into or consolidates with another entity **such that the Parent Organization is not the surviving entity;** or
- (2) **another entity, person or group of entities and/or persons acting in concert acquires more than fifty percent (50%) of the assets of the Parent Organization;** or
- (3) another entity, person or group of entities and/or persons acting in concert acquires the right to **elect or select a majority of the directors of the Parent Organization;** or
- (4) **the Parent Organization sells all or substantially all of its assets ,**

the above events referred to as a "Transaction";

⁸ removed "and not contribute with"

this Policy shall continue in full force and effect **until the expiration date of the Policy or the effective date of nonrenewal, if applicable, with respect to Wrongful Acts** occurring before the Transaction, but **there shall be no coverage under this Policy** for actual or alleged **Wrongful Acts** occurring **on and** after the Transaction. The entire premium for this Policy shall be deemed fully earned on the Transaction date. In the event of a Transaction, the **Parent Organization** shall have the right to an offer of coverage by the **Company** for an Extended Reporting Period **to report Wrongful Acts occurring prior to the effective date of the transaction.**

- B. The **Parent Organization** shall give the **Company** written notice of the Transaction as soon as practicable, but not later than thirty (30) days after the effective date of the Transaction.

XIX. ACTION AGAINST THE COMPANY

A. No action shall lie against the **Company** unless as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, and until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment against the **Insured** after actual trial or by written agreement of the **Insured**, the claimant or the claimant's legal representative, and the **Company**.

- B. Any person or the legal representatives thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or entity shall have any right under this Policy to join the **Company** as a party to any action against the **Insured** to determine the **Insured's** liability, nor shall the **Company** be impleaded by the **Insured** or their legal representatives. Bankruptcy or insolvency of the **Insured** or their successors in interest shall not relieve the **Company** of its obligations hereunder.

XX. ACCEPTANCE

This Policy embodies all agreements existing between the parties hereunder or any of their agents relating to this insurance.

In Witness Whereof, the **Company** has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the **Company**.

Treasurer

President

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This ~~Endorsement~~endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY

**KNOWN CIRCUMSTANCES REVEALED IN APPLICATION
EXCLUSION ENDORSEMENT EMPLOYMENT PRACTICES
LIABILITY INSURANCE POLICY**

**KNOWN CIRCUMSTANCE REVEALED IN APPLICATION
EXCLUSION ENDORSEMENT**

It is hereby agreed that the **Company** shall not be liable to make ~~any~~ payment for **Loss** or **Defense Costs** in conjunction with any **Claim** made against ~~any~~the **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any matter, fact, or circumstances disclosed in connection with Question _____ of the **Application** dated _____.

All other terms and conditions of this ~~Policy~~policy remain unchanged. This endorsement is a part of your ~~Policy~~policy and takes effect on the effective date of your ~~Policy~~policy unless another effective date is shown.

UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA

This Endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

~~NAMED INSURED~~ **EXPANDED DEFINITION OF ORGANIZATION**
ENDORSEMENT

It is hereby agreed that ~~the Item 1 of the Declarations shall be~~ Section III. DEFINITIONS,
L. "Organization" is amended to include the following:

1.

All other terms and conditions of this Policy remain unchanged. This endorsement is ~~a~~a
part of your Policy and takes effect on the effective date of your Policy unless ~~another~~
another
effective date is shown.

UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA

This Endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

PARTNERSHIP/OWNERSHIP EXCLUSION ENDORSEMENT

It is hereby agreed that the following is added to Section IV EXCLUSIONS:

~~Company shall not be liable to make any payment for Loss or Defense Costs in connection with any Claim made against any Insured based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any Claim or suit brought by a past or present any Claim brought by a current or former partner or owner of the Insured, or based upon or arising out of Insured including but not limited to the obtaining or failure to obtain partnership or ownership interest or a partnership in the Organization.~~

All other terms and conditions of this Policy remain unchanged. This endorsement is ~~a~~ part of your Policy and takes effect on the effective date of your Policy unless ~~another~~ another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

RELATED PARTY EXCLUSION ENDORSEMENT

It is hereby agreed that the **Company** shall not be liable ~~to make any payment~~ for **Loss** or **Defense Costs** in connection with any **Claim** brought by or against any **Insured** based upon, arising out of, directly or indirectly resulting from, or in consequence of the activities or operation of the following related ~~parties or subsidiaries:~~ party (ies) or subsidiary (ies):

1.

2.

All other terms and conditions of this Policy remain unchanged. This endorsement is ~~a~~ part of your Policy and takes effect on the effective date of your Policy unless ~~another~~ another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

**PHYSICIAN/DOCTOR PHYSICIAN/DOCTOR EXCLUSION
ENDORSEMENT**

~~In consideration of the premium paid, it is~~ It is hereby agreed that the **Company** shall not be liable to make any payment for **Loss** or **Defense Costs** in connection with any **Claim** made by any doctor or physician against any **Insured**.

All other terms and conditions of this **Policy** remain unchanged. This endorsement is a part of your **Policy** and takes effect on the effective date of your **Policy** unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This ~~Endorsement~~endorsement modifies insurance provided under the following:

~~EMPLOYMENT PRACTICES LIABILITY~~

~~DOWNSIZING/REORGANIZATION EXCLUSION ENDORSEMENT~~

In consideration of the premium paid, it is agreed that the ~~Company~~ shall not be liable to make any payment for ~~Loss or Defense Costs~~ in connection with any ~~Claim~~ brought by or against any ~~Insured~~ based upon, arising out of, directly or indirectly resulting from, or in consequence of any ~~Claim~~ when or after the named ~~Insured~~:

- 1) ~~Files or is placed in bankruptcy, receivership, liquidation, conservatorship, or reorganization;~~
- 2) ~~Closes one or more plants or places of business operation;~~
- 3) ~~Merges with or is acquired by any other business entity; or~~

**~~4) DOWNSIZES OR LAYS OFF 15% OR MORE OF THE TOTAL
WORK FORCE WITHIN A 90 DAY PERIOD. EMPLOYMENT
PRACTICES LIABILITY INSURANCE POLICY~~**

DOWNSIZING/REORGANIZATION EXCLUSION ENDORSEMENT

It is hereby agreed that the following exclusion is added to section IV. EXCLUSIONS:

downsizing or reduction of the Organization's workforce by _____ % or more
within a 90 day period

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.

|

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

FRANCHISE ENDORSEMENT

It is hereby agreed that the **Company** shall not be liable to make any payment for **Loss** or **Defense Costs** in connection with any **Claim**:

- 1) brought by the ~~Franchiser~~Franchisor against any **Insured**;
- 2) alleging that any **Insured** acted in concert or pursuant to an agreement with the ~~franchiser~~Franchisor or any other franchisee(s);
- 3) in the form of a class action against the **Insured**, the ~~franchiser~~Franchisor or other franchisee(s);
- 4) in which the **Insured** is alleged to be a member of a class of defendants;
- 5) brought against the **Insured** solely because of the activity of the ~~franchiser or other franchisee(s)~~Franchisor or other franchisee(s)

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

EMPLOYEE PLACEMENT EXCLUSION ENDORSEMENT

~~In consideration of the premium paid, it is agreed that the Company shall not be liable~~ It is hereby agreed that EPL Section IV. EXCLUSIONS is amended to include the following:

1. ~~The Company shall not be liable to make to make any~~ payment for **Loss** or **Defense Costs** in connection with any **Claim** brought against any **Insured** based upon, arising out of, directly or indirectly resulting from or in any way involving any **Claim** ~~or suits brought by~~ brought by, against or on behalf of any person who is, was or sought to be ~~employed or is under contract with the~~ placed by an **Insured** with any individual or entity other than an **Insured** to perform labor or services of any kind.

~~kind to any individual or entity other than the Insured at the address of the Parent Organization set forth on the Declarations page. It is further agreed that the any payment for Loss or Defense Costs in connection with any Claim brought by or against any client or customer of the Insured bringing a Claim or suit involving the placement of any person with their company.~~

~~It is also agreed that Section III. Definitions, F., "Employee," is amended to remove "leased" and "temporary workers" from the definition.~~

~~All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.~~

2. ~~The Company shall also not be liable to make payment for Loss or Defense Costs~~ in connection with any **Claim** brought by or against any individual or entity other than an **Insured** involving the placement by an **Insured** of any person with such other individual or entity.
3. ~~Section III Definitions, G. Employee, is amended to remove "leased", "temporary workers" and "independent contractors".~~

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.

UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA

This Endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

PROPERTY MANAGEMENT CLARIFICATION ENDORSEMENT

It is ~~agreed and understood~~ hereby agreed that the term “~~employee~~” “**Employee**” as used in this ~~policy~~ **Policy** refers only to those persons directly employed and compensated by the **Organization**. Persons employed by other organizations whom are managed by any **Insured** under contract, agreement, or by common practice are not considered ~~employees~~ **Employees** of the **Organization**. **Claims** made by such persons against the **Organization** are not covered under this **Policy**.
~~Policy.~~

All other terms and conditions of this **Policy** remain unchanged. This endorsement is a part of your **Policy** and takes effect on the effective date of your **Policy** unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

**DEFENSE COSTS WITHIN LIMITS OF LIABILITY
ENDORSEMENT**

It is hereby agreed that Defense Costs shall be a part of and not in addition to the Limits of Liability stated in Item III- of the Policy Declarations.

~~Section III, DEFINITIONS, J. "Loss" is deleted in its entirety and replaced with the following:~~

~~J. "Loss" means **Defense Costs**, damages and settlements. "Loss" does not include punitive or exemplary damages and that portion of any multiplied damage award which exceeds the amount multiplied, (unless EPL 111A(4/00) Punitive Damages Coverage Endorsement is attached to the policy), fines, penalties imposed by law, sanctions, taxes, and matters deemed uninsurable under law pursuant to which this Policy shall be construed.~~

~~Section V. Limits of Liability and Retention, Item C. is deleted in its entirety. item A. and B. are deleted and replaced with the following:~~

- ~~A. The Limit of Liability specified in the Policy Declarations as "in the aggregate" shall be the maximum liability for **Loss and Defense Costs** from all **Claims** to which this Policy applies.~~
- ~~B. The Limit of Liability specified in the Policy Declarations as the Limit for each **Claim** shall be the maximum liability for **Loss and Defense Costs** for each **Claim** to which this Policy applies.~~

~~Section V. Limits of Liability and Retention, item C. is deleted.~~

~~Item D. Section V. Limits of Liability and Retention, item G. is deleted in its entirety and replaced with the following:~~

~~Subject to the Limits of Liability **G. Claims** based upon or arising out of the same **Wrongful Act**, interrelated **Wrongful Acts**, or a series of similar or related **Wrongful Acts** shall be considered a single **Claim** and shall be considered first made during the **Policy Period** or Extended Reporting Period, if applicable, in which the earliest **Claim**~~

arising out of such **Wrongful Act(s)** was first made and all **Loss** and **Defense Costs** for such **Claims** shall be subject to the one Limit of Liability that applies to such earliest **Claim**.

Section VIII DEFENSE AND SETTLEMENT, item B. and C. are deleted and replaced with the following:

- B. Except as otherwise provided in this Policy, if a **Claim** is made against an **Insured** for **Loss** that is both covered and uncovered by this Policy, the **Company** will pay one hundred percent (100%) of the **Defense Costs** for the **Claim** until such time that the Limits of Liability of this policy are exhausted by payment for **Defense Costs** and **Loss** or the **Claim** for the covered **Loss** is resolved by settlement, verdict or summary judgment.
- C. The **Company**, as it deems expedient, has the right to investigate, adjust, defend, appeal and, with the consent of the **Insured**, negotiate the settlement of any **Claim** whether within or above the Retention. If the **Insured** refuses to consent to a settlement recommended by the **Company**, the **Company** is not obligated to pay any **Loss** or defend any **Claim** after the Limit of Liability has been exhausted by **Defense Costs** and **Loss** by settlement or otherwise. The **Company's** obligation to the **Insured** for **Defense Costs** and **Loss** attributable to such **Claim(s)** shall be limited to:

provisions stated above, the **Company** shall be liable to pay only (1) the amount of the covered **Loss** in excess of the retention specified in the Declarations hereof as respects each and every **Claim** to which this Coverage Part applies. Retention which the **Company** would have paid in settlement at the time the **Insured** first refused to settle;

(2) plus covered **Defense Costs** incurred up to the date the **Insured** first refused to settle;

(3) plus seventy five percent (75%) of covered **Loss** and **Defense Costs** in excess of the first settlement amount recommended by the **Company** to which the **Insured** did not consent.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.

It is understood that payment of (1), (2) and (3) above is the limit of the **Company's** liability under this Policy for any **Claim** in which the **Insured** fails or refuses to consent to the **Company's** settlement recommendation, subject at all times to the Limits of Liability and Retention provisions of this Policy. The remaining twenty five percent (25%) of **Loss and Defense Costs** in excess of the amount referenced in (1) and (2) above shall be the obligation of the **Insured**.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This ~~endorsement~~Endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

LOCATION EXCLUSION ENDORSEMENT

It is hereby agreed that EPLJ, Section ~~IV. EXCLUSIONS~~ is amended to add the following:

~~**K.** — This policy does not insure against~~The **Company** shall not be liable to make payment for Loss or Defense Costs arising from a **Claim** brought against an **Insured** by an **Employee**, former **Employee**, applicant for employment or **Third Party**, if Third Party Coverage is provided by endorsement to this policy, arising from a **Wrongful Employment** in connection with any **Claim** made against the **Insured** arising out of, directly or indirectly resulting from or in consequence of, or in any way involving a **Wrongful Act** occurring or alleged to have occurred at the following location(s):

Location(s):

It is further agreed that any **Employee**, former **Employee** or applicant for employment of the **Organization** at the above location(s) is not an **Insured** under this policy.

All other terms and conditions of this ~~policy~~Policy remain unchanged. This endorsement is ~~a~~a

part of your ~~policy~~Policy and takes effect on the effective date of your ~~policy unless~~
~~another~~Policy unless another
effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

INDIVIDUAL EXCLUSION ENDORSEMENT

It is hereby agreed that the **Company** shall not be liable to make any payment for **Loss** ~~or~~
or
Defense Costs ~~for any and all Insureds~~ in connection with any **Claim** brought by or
against any **Insured** related to the following individual(s):

1. _____

1.

2.

All other terms and conditions of this Policy remain unchanged. This endorsement is ~~a~~
part of your Policy and takes effect on the effective date of your Policy unless ~~another~~
another
effective date is shown.

|

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

THIRD PARTY COVERAGE ENDORSEMENT

Section III. DEFINITIONS, R., “Wrongful Act” is amended to add the following paragraph:

Wrongful Act shall also include any actual or alleged act of:

- (1) Third Party Discrimination; or
- (2) Third Party Harassment.

~~In consideration of the premium paid, it is agreed that “Wrongful Employment Act” section is hereby~~Section III. DEFINITIONS, is amended to add the following:

~~Wrongful Employment Act shall also mean any actual or alleged act of Third Party Sexual Harassment or Third Party Discrimination as defined below.~~

~~Solely for the purpose of this endorsement, the following is added to Definitions section:~~

~~T. “Third Party” means any person(s) with whom an Insured in their capacity as such interacts~~while the Insured is performing duties related to the conduct of the Organization’s business.

~~U. “Third Party Discrimination” means discrimination by an Insured in their capacity as such~~Insured, in their capacity as such, against a Third Party based upon such Third Party’s race, religion, age, sex, disability, national origin, sexual orientation or other protected class or characteristic established under applicable federal, state or local statute or ~~ordinance.~~

ordinance while the Insured is performing duties related to the conduct of the Organization’s business.

~~V. “Third Party Harassment” means; sexual harassment including any unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature that is made by an Insured in their capacity as such to a Third Party against a Third Party; or other harassment which creates an environment that is hostile, intimidating or offensive to a Third Party;~~

~~All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.~~

committed or allegedly committed by an **Insured** in their capacity as such while the **Insured** is performing duties related to the conduct of the **Organization's** business. **Third Party Harassment** shall not include sexual abuse or molestation.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

RETROACTIVE DATE ENDORSEMENT

~~In consideration of the premium paid, It is hereby agreed that~~ Section II. FULL PRIOR ACTS ~~COVERAGE COVERAGE~~ PROVISION, is deleted ~~in its entirety~~ and replaced with the following:

~~It is agreed that the Company shall not be liable to make any payment for Loss or Defense Costs in connection with any Claim made against any Insured based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving a Wrongful Employment Act committed or alleged to have been committed prior to: _____.~~

Coverage shall apply to any Claim made against an Insured for Wrongful Acts arising solely out of the Insured's duties on behalf of the Organization committed prior to the expiration date of this Policy or the effective date of cancellation or nonrenewal of this Policy, if applicable, provided that the Claim is first made during the Policy Period, or Extended Reporting Period, if applicable.

However, coverage shall not apply to any Claim made against any Insured based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving a Wrongful Act committed or alleged to have been committed prior to: _____.

Coverage shall also not apply to any Claim based upon or arising out of any Wrongful Employment Act or circumstance likely to give rise to a Claim of which any signer of the person or persons signing the Application had knowledge, or otherwise had basis to reasonably anticipate might result in a Claim, prior to the earlier of:

A. — the inception of this policy (including, but not limited to, any prior Claim or possible Claim or circumstance referenced in the Application); or the inception date of this Policy; or

B. — the inception date of the first coverage Policy of this type the Company has issued to the Parent Organization, provided that the Company has written continuous coverage for the Parent Organization from such date to the inception date of this Policy.

All other terms and conditions of this Policy remain unchanged. This endorsement is ~~a~~a part of your Policy and takes effect on the effective date of your Policy unless ~~another~~another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

SCHEDULED INSURED ENDORSEMENT

It is hereby agreed that ~~EPLJ~~, Section ~~III.III~~, **DEFINITIONS**, Definition ~~I.J~~ is deleted in its entirety and replaced with the following:

I. Insured means:

I. “Insured(s)” means:

- (1) ~~the Organization;~~**the Organization; and**
- (2) the **Individual Insureds;** and
- (3) the ~~Individual(s) or Entity(ies)~~**individual or entity** scheduled below, but only for a **Wrongful Employment Act** committed or alleged to have been committed on or before <insert date>.

Schedule of Individual(s) or Entity (ies) Scheduled Insured

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

**SCHEDULED ENTITY(IES) ENDORSEMENT EMPLOYMENT
PRACTICES LIABILITY INSURANCE POLICY**

SCHEDULED ENTITY(IES) ENDORSEMENT

It is hereby agreed that if a **Claim** against an **Insured** includes a **Claim** against the individual(s) or entity(ies) ~~shown in the Schedule of Covered Individual(s) or Entity(ies) below~~ scheduled below, for **Wrongful Employment Acts** committed or allegedly committed by the **Insured**, acting in their capacity as such, involving:

- (1) any **Employee** of the **Organization**; or
- (2) former **Employee** of the **Organization**; or
- (3) applicant for employment with the **Organization**; or
- (4) **Third Party**, if Third Party Coverage is provided by endorsement to this policy,

~~the Claim against~~ such individual(s) or entity(ies) ~~is also covered~~ shall also be afforded coverage under this Policy.

This Coverage Extension shall not apply to the extent the **Claim** alleges any **Wrongful Employment Act** is committed by such scheduled individual(s) or entity(ies).

Schedule of Covered Individual(s) or Entity(ies)

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

|

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following ~~policy~~:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

INDEPENDENT CONTRACTOR EXCLUSION ENDORSEMENT

It is ~~agreed that EPLJ (04-00), Section III, Definitions, Definition F.~~ hereby agreed that Section III. DEFINITIONS, G. "Employee" is deleted in its entirety and replaced with the following:

~~F.G.~~ **"Employee"** means any natural person whose labor or service is engaged by and directed by the **Organization** while performing duties related to the conduct of the Organization's business and includes leased, part-time, seasonal and temporary workers, volunteers part time, seasonal, temporary workers and volunteers, and interns. This definition will not include independent contractors or other individuals who are not **Employees** who perform work or provide services for or on behalf of an **Insured** under a written contract or other agreement.
~~agreement.~~

An **Employee's** status as an **Insured** will be determined as of the date of the **Wrongful Act** that results in a **Claim**.

All other terms and conditions of this Policy remain unchanged. This endorsement is ~~a~~ a part of your Policy and takes effect on the effective date of your Policy unless ~~another~~ another effective date is shown.

|

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

CONTINUITY OF COVERAGE ENDORSEMENT

It is hereby agreed that ~~EPLJ (04/00), Section II, section II.~~ FULL PRIOR ACTS COVERAGE PROVISION, ~~Paragraph B paragraph B.~~ is deleted in its entirety and replaced with the following:

- B. ~~The~~the inception date of the first ~~coverage policy~~ of this type, which has been issued to the **Parent Organization** provided that continuous coverage of this type has been written for the **Parent Organization** from such date to the inception date of this policy.

It is further agreed that ~~EPLJ (4/00), Section section~~ IV. EXCLUSIONS, ~~Paragraph E paragraph B.4.~~ is deleted in its entirety and replaced with the following:

- ~~E. Any(4)~~ any prior or pending **Claim** based upon or arising out of any ~~Wrongful Employment Act~~ occurring before the inception date of this Policy or any fact, circumstance, event, situation or ~~Wrongful Employment Act~~ which before the inception date of this Policy was the subject of any notice under any prior Employment Practices Liability policy;

Provided that, if this Policy is a renewal of a policy or policies previously issued by the **Company** and if the coverage provided by the **Company** was continuous from the inception date of the first such other policy to the inception date of this Policy, the reference in this exclusion will mean the inception date of the first policy under which the **Company** began to provide continuous coverage to the **Insured**;

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

**CONTINUITY OF COVERAGE ENDORSEMENT WITH
INCREASED LIMIT OF LIABILITY**

It is hereby agreed that:

~~1. EPLJ,1.~~ Section ~~H.II,~~ FULL PRIOR ACTS ~~COVERAGE PROVISION,~~ Paragraph ~~B.COVERAGE,~~ paragraph B is deleted in its entirety and replaced with the following:

~~B.~~—The inception date of the first employment practices liability policy which has been issued to the **Parent Organization** provided that continuous employment practices liability coverage has been written for the **Parent Organization** from such date to the inception date of this policy.

~~2. EPLJ,2.~~ Section IV. EXCLUSIONS, ~~Exclusion E,paragraph B. (4)~~ is deleted in its entirety and replaced with the following:

~~E.~~—As respects Limits of Liability of <insert limit>, any prior or pending litigation, administrative or regulatory proceeding, **Claim**, demand, arbitration, decree or judgment based upon or arising out of any **Wrongful Employment Act** occurring before the inception date of this Policy, or any fact, circumstance, event, situation or **Wrongful Employment Act**, which before the inception date of this Policy was the subject of any notice under any prior employment practices liability policy;

provided that, as respects the Limits of Liability specified above, if this Policy is a renewal of a policy or policies previously issued by the **Company** and if the coverage provided by the **Company** was continuous from the inception date of the first such policy to the inception date of this Policy, the inception date of this Policy will mean the inception date of the first policy under which the **Company** began to provide continuous coverage to the **Insured**.

As respects Limits of Liability of <insert higher limits purchased> excess of the Limits of Liability specified above, any prior or pending litigation, administrative or regulatory proceeding, **Claim**, demand, arbitration, decree or judgment based upon or arising out of any **Wrongful Employment Act** occurring before <insert date of limit increase>, or any fact, circumstance, event, situation or **Wrongful Employment Act**, which before such date was the subject of any notice under any prior employment practices liability policy.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

**FAIR LABOR STANDARDS ACT
SUBLIMIT ENDORSEMENT**

It is hereby agreed that Section ~~H.I.~~ INSURING AGREEMENTS AGREEMENT(S) is amended to ~~include~~ add the following:

~~Regardless of the number of Insureds under this Policy, Claims made or suits brought, the C. The Company will pay on behalf of the Insured, Insured a sub-limit of liability of \$100,000 in excess of the retention for all Loss and Defense Costs in excess of the Retention, not to exceed a Sub-Limit of Liability of \$100,000, combined that the Insured shall become legally obligated to pay because of a Claim Claims first made against the Insured during the Policy Period, or during any Period or Extended Reporting Period, if applicable, for any actual or alleged violation of the federal Fair Labor Standards Act, any amendments thereto, or the provisions of any similar federal, state or local law, wage, hour compensation or overtime law including misclassification of or misrepresentation to employees under these laws. This sub-limit does not apply to The \$100,000 Sub-Limit of or restrict the Limit of Liability available in Insuring Agreement A. for Claims alleging violations of the Equal Pay Act.~~
~~shall~~

Section III. DEFINITIONS, R. Wrongful Act is amended to add the following

(10) violation of the federal Fair Labor Standards Act, any amendments thereto, or the provisions of any similar federal, state or local wage, hour, compensation or overtime law;

Section IV. EXCLUSIONS, B. 9 is deleted in its entirety.

Section V. LIMITS OF LIABILITY AND RETENTION is amended to add the following:

~~be part of, not in addition to, the Limit of Liability for EACH CLAIM and IN THE AGGREGATE as shown in ITEM III. LIMITS OF LIABILITY of the Policy Declarations.~~

~~Defense Costs for a Claim covered by this amendment shall be included within the \$100,000 Sub-Limit of Liability.~~

~~All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.~~

law.I. The \$100,000 Sub-Limit of Liability shall be part of, not in addition to, the Limit of Liability for EACH CLAIM and IN THE AGGREGATE as shown in ITEM III. LIMITS OF LIABILITY for an actual or alleged violation of the Fair Labor Standards Act, amendments thereto or provisions of any similar federal, state or local wage, hour compensation or overtime law shall be a part of and not in addition to the Limit specified in the Policy Declarations. Defense Costs for a Claim covered by this amendment an actual or alleged violation of the Fair Labor Standards Act, amendments thereto or provisions of any similar federal, state or local wage, hour compensation or overtime law Claims shall be included within the \$100,000 Sub-Limit of Liability.

Liability. The \$100,000 sublimit of liability shall be the maximum liability for Loss and Defense Costs from all Claims for actual or alleged violations of the Fair Labor Standards Act, amendments thereto or provisions of any similar federal, state or local wage, hour compensation or overtime law.

Section VIII. DEFENSE AND SETTLEMENT is amended to add the following to B.

However, in the case of a Claim involving an actual or alleged violation of the Fair Labor Standards Act, any amendments thereto, or the provisions of any similar federal, state or local wage, hour compensation or overtime law, the Company will pay Defense Costs until such time as the \$100,000 sublimit provided by Insuring Agreement B. is exhausted by payment of Loss and/or Defense Costs applicable to actual or alleged violations of the Fair Labor Standards Act, any amendments thereto or the provisions of any similar federal, state or local wage, hour compensation or overtime law at which point the Company shall have no further duty to defend such Claim.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.

Text Comparison

Documents Compared

EPL FORM FINAL-old form.pdf

EPL 3 YR-N _09-07_ 3YR POLICY TERM.pdf

Summary

467 word(s) added

495 word(s) deleted

1287 word(s) matched

40 block(s) matched

To see where the changes are, scroll down.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

THREE-YEAR POLICY TERM ENDORSEMENT

This endorsement amends the above referenced ~~policy~~ as set forth herein. In the event of any conflict between the provisions of this endorsement and the provisions of the above referenced ~~policy~~, the provisions of this endorsement shall control. Otherwise, coverage provided under this endorsement is subject to the terms, conditions, limitations and exclusions of the applicable ~~policy~~ referenced above.

Policy Term

The term of the policy to which this endorsement is attached is three (3) years, commencing with the inception date set forth in the Policy Declarations unless modified in accordance with the terms of this endorsement. The Three-Year Policy Term consists of three (3), consecutive Coverage Periods as set forth in the Amendment to Policy Declarations.

For purposes of coverage provided under a Three-year Policy Term, the terms "Policy" and "Policy Period" in the above referenced policy shall have the same meaning as Three-Year Policy Term in this endorsement.

Premium

Item V. COVERAGE PERIOD PREMIUM in the Amendment to Policy Declarations is the premium due for each Coverage Period beginning with the inception date of the Three-Year Policy Term as shown in the Policy Declarations.

Item V. PREMIUM is the total amount due for the Three-Year Policy Term as shown on the Policy Declarations.

Section II. FULL PRIOR ACTS COVERAGE PROVISION is deleted in its entirety and replaced with the following:

Coverage shall apply to any **Claim** made against the **Insured** for **Wrongful Employment Acts** arising solely out of the **Insured's** duties on behalf of the **Organization** committed prior to the expiration date of this Three-Year Policy Term, or the effective date of cancellation or non renewal of this Three-Year Policy Term, provided that the **Claim** is first made during the Three-Year Policy Term as required below, or the ~~Extension Period, if applicable, and written notice of said Claim is reported to the Company as soon as practicable. There shall be no coverage for any Claim reported to the Company later than sixty (60) days after the end of the Coverage Period in which the Claim was first made or after the expiration of the Extension Period, if applicable.~~

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

THREE-YEAR POLICY TERM ENDORSEMENT

This endorsement amends the above referenced Policy as set forth herein. In the event of any conflict between the provisions of this endorsement and the provisions of the above referenced Policy, the provisions of this endorsement shall control. Otherwise, coverage provided under this endorsement is subject to the terms, conditions, limitations and exclusions of the applicable Policy referenced above.

Policy Term

The term of the policy to which this endorsement is attached is three (3) years, commencing with the inception date set forth in the Policy Declarations unless modified in accordance with the terms of this endorsement. The Three-Year Policy Term consists of three (3), consecutive Coverage Periods as set forth in the Amendment to Policy Declarations.

For purposes of coverage provided under a Three-year Policy Term, the terms “Policy” and “Policy Period” in the above referenced policy shall have the same meaning as Three-Year Policy Term in this endorsement.

Premium

Item V. COVERAGE PERIOD PREMIUM in the Amendment to Policy Declarations is the premium due for each Coverage Period beginning with the inception date of the Three-Year Policy Term as shown in the Policy Declarations.

Item V. PREMIUM is the total amount due for the Three-Year Policy Term as shown on the Policy Declarations.

Section II. FULL PRIOR ACTS COVERAGE PROVISION is deleted in its entirety and replaced with the following:

Coverage shall apply to any **Claim** made against the **Insured** for **Wrongful Acts** arising solely out of the **Insured’s** duties on behalf of the **Organization** committed prior to the expiration date of this Three-Year Policy Term, or the effective date of cancellation or non renewal of this Three-Year Policy Term, provided that the **Claim** is first made during the Three-Year Policy Term as required below, or the Extended Reporting Period, if applicable

However, coverage shall not apply to any **Claim** based upon or arising out of any **Wrongful Act** or circumstance likely to give rise to a **Claim** of which the person or persons signing the Application had knowledge, or otherwise had a reasonable basis to anticipate might result in a **Claim**, prior to the earlier of:

However, coverage shall not apply to any **Claim** based upon or arising out of any **Wrongful Employment Act** or circumstance likely to give rise to a **Claim** of which the person or persons signing the ~~application~~ had knowledge, or otherwise had a reasonable basis to anticipate might result in a **Claim**, prior to the earlier of:

~~A. The inception date of this Three-Year Policy Term; or~~

~~B. The inception date of the first policy~~ of this type the **Company** has issued to the **Parent Organization** regardless of the term of coverage of such policy, provided that the **Company** has written continuous coverage for the **Parent Organization** from such date to the inception date of this Three-Year Policy Term.

Section III. DEFINITIONS, A. “Application”, is deleted in its entirety and replaced with the following:

“**Application**” means:

- (1) ~~An~~ application and any material submitted for this Three-Year Policy term and
- (2) ~~An application(s), including any material submitted,~~ for all previous policies issued by the **Company** regardless of the term of coverage, providing continuous coverage until the inception date of this Three-Year Policy term.

The content of (1) and (2) above ~~which~~ is incorporated by reference in this Three-Year Policy term as if physically attached hereto.

Section III DEFINITIONS, ~~⊖~~ “Subsidiary” is amended to read that **Subsidiaries** which formed or acquired during the Three-Year Policy Term whose **Employees** total less than 25% of the total work force of the **Parent Organization** must be reported to the **Company** as soon as practicable, but no later than the expiration of the Coverage Period in which they are formed or acquired.

Section IV. EXCLUSIONS, ~~paragraph E.~~ is deleted in its entirety and replaced by the following:

~~Any pending or prior litigation, administrative or regulatory proceeding, claim, demand, arbitration, decree, or judgment of which the Insured had written notice before the effective date of this Three-Year Policy Term; or any fact, circumstance, event, situation, or Wrongful Employment Act which before the effective date of this Three-Year Policy Term was the subject of any notice to an Insured under any other similar policy of insurance to the Insured; or any future Claims or litigation based upon the pending or prior litigation or derived from the same or essentially the same facts, actual or alleged;~~

provided that, if this Three-Year Policy Term is a renewal of a ~~policy or policies~~ previously issued by the **Company**, and if the coverage provided by the **Company** was continuous from the effective date of the first such other policy to the effective date of this Three-Year Policy Term, the “effective date of this Three-Year Policy Term” will mean the effective date of the first policy under which the **Company** first provided continuous coverage to ~~an Insured;~~

A the inception date of this Three-Year Policy Term; or

B. ~~the inception date of the first Policy~~ of this type the **Company** has issued to the **Parent Organization** regardless of the term of coverage of such policy, provided that the **Company** has written continuous coverage for the **Parent Organization** from such date to the inception date of this Three-Year Policy Term.

Section III. DEFINITIONS, A. “Application”, is deleted in its entirety and replaced with the following:

“**Application**” means:

- (1) an application and any material submitted for this Three-Year Policy term and
- (2) an application(s) and any material submitted for all previous policies issued by the **Company** regardless of the term of coverage, providing continuous coverage until the inception date of this Three-Year Policy term.

The content of (1) and (2) above is incorporated by reference in this Three-Year Policy term as if physically attached hereto.

Section III DEFINITIONS, P. “Subsidiary” is amended to read that **Subsidiaries** which formed or acquired during the Three-Year Policy Term whose **Employees** total less than 25% of the total work force of the **Parent Organization** must be reported to the **Company** as soon as practicable, but no later than the expiration of the Coverage Period in which they are formed or acquired.

Section IV. EXCLUSIONS, B. (4) is deleted in its entirety and replaced by the following:

~~any prior or pending litigation, administrative or regulatory proceeding, Claim, demand, arbitration, decree, or judgment of which the Insured had written notice before the effective date of this Three-Year Policy Term; or any fact, circumstance, event, situation, or Wrongful Act which before the effective date of this Three-Year Policy Term was the subject of any notice to an Insured under any other similar policy of insurance to the Insured; or any future Claims or litigation based upon the pending or prior litigation or derived from the same or essentially the same facts, actual or alleged;~~

provided that, if this Three-Year Policy Term is a renewal of a Policy or Policies previously issued by the **Company**, and if the coverage provided by the **Company** was continuous from the effective date of the first such other policy to the effective date of this Three-Year Policy Term, the reference in this exclusion to “effective date of this Three-Year Policy Term” will mean the effective date of the first policy under which the **Company** first provided continuous coverage to the Insured.

Section V. LIMITS OF LIABILITY AND RETENTION; paragraphs A. and H. are deleted in their entirety and replaced with the following:

A. The Limit of Liability specified on the Policy Declarations as “in the aggregate” shall be the maximum liability for **Loss** from all **Claims** to which this coverage applies and shall be reinstated for each successive Coverage Period within the Three-Year Policy Term beginning with the effective date shown on the Policy Declarations.

Section V. LIMITS OF LIABILITY AND RETENTION; paragraphs A. and H. are deleted in their entirety and replaced with the following:

A. The Limit of Liability specified on the Policy Declarations as “in the aggregate” shall be the maximum liability for Loss from all Claims to which this coverage applies and shall be reinstated for each successive Coverage Period within the Three-Year Policy Term beginning with the effective date shown on the Policy Declarations.

H. The Limit of Liability shall apply separately to each consecutive Coverage Period and shall be reinstated for each successive Coverage Period within the Three-Year Policy Term as shown on the Policy Declarations. The Limit of Liability available for a Coverage Period cannot be applied to other Coverage Period(s). If a Three-Year Policy Term is extended for less than 12 months, the additional period will be deemed part of the last preceding Coverage Period for the purposes of determining the Limit of Liability.

Section IX, NOTICE/CLAIM REPORTING PROVISIONS, paragraph A is deleted in its entirety and replaced with the following:

A. As a condition precedent to exercising any right to coverage under this policy, the Insured shall give to the Company written notice of a Claim as soon as practicable within the applicable Coverage Period but no later than sixty (60) days after the end of the applicable Coverage Period in which the Claim was first made.

~~If a Coverage Period is cancelled or is non-renewed and if no Extension Period is purchased, written notice of a Claim shall be given no later than sixty (60) days after the effective date of such cancellation or non-renewal. If an Extension Period is purchased, written notice of a Claim shall be given no later than the last day of the Extension Period.~~

Section IX, NOTICE/CLAIM REPORTING PROVISIONS, paragraph C is deleted in its entirety and replaced with the following:

~~C. If during a Coverage Period the Insured shall become aware of any circumstances which could give rise to a Claim being made against the Insured, the Insured shall give written notice to the Company of the circumstances and the reasons for anticipating such a Claim with full particulars as to dates and persons involved. Such notice must be given to the Company within the Coverage Period in which the Insured first became aware of such circumstances. Any Claim which is subsequently made against the Insured and reported to the Company as required by the Policy alleging, arising out of, based upon or attributable to such circumstances or alleging any Wrongful Employment Act which is the same as or related to any Wrongful Employment Act alleged or contained in such circumstances, shall be considered made at the time such notice of such circumstances was first given to the Company.~~

Section X. CANCELLATION OR NON-RENEWAL is deleted in its entirety and replaced with the following:

~~The Parent Organization may cancel the Three-Year Policy Term at any time by either surrender of the policy to the Company at its address started in the Policy Declarations or by mailing to the Company written notice-requesting cancellation and in either case stating when thereafter such cancellation shall be effective. If cancelled by the Parent Organization, the~~

H. The Limit of Liability for this Policy shall apply separately to each consecutive Coverage Period and shall be reinstated for each successive Coverage Period within the Three-Year Policy Term as shown on the Policy Declarations. The Limit of Liability available for a Coverage Period cannot be applied to other Coverage Period(s). If a Three-Year Policy Term is extended for less than 12 months, the additional period will be deemed part of the last preceding Coverage Period for the purposes of determining the Limit of Liability.

Section IX, NOTICE/CLAIM AND CIRCUMSTANCES REPORTING PROVISIONS, paragraph A is deleted and replaced with the following:

- A. As a condition precedent to exercising any right to coverage under this policy, the **Insured** shall give to the **Company** written notice of a **Claim or circumstance which could be expected to give rise to a Claim being made against an Insured** as soon as practicable but:
 - (1) If a Coverage Period expires, is cancelled or is non-renewed and if no Extended Reporting Period is purchased, no later than sixty (60) days after the expiration date or effective date of such cancellation or non-renewal or
 - (2) If an Extended Reporting Period is purchased, no later than the last day of the Extended Reporting Period.

Section X. CANCELLATION OR NON-RENEWAL is deleted and replaced with the following:

- A. This three year Policy Term may be cancelled by the Parent Organization by either surrender of the policy thereof to the Company at its address started in the Policy Declarations or by mailing to the Company written notice-requesting cancellation and in either case stating when thereafter such cancellation shall be effective. If cancelled by the Parent Organization, the Company shall retain the customary short rate proportion of the premium based on the unexpired Coverage Period(s), in effect at the time of cancellation.
- B. The Three-Year Policy Term may not be cancelled by the Company except for non-payment of premium when due in which case the Company shall provide the Parent Organization with not less than 10 days written notice prior to the effective date of cancellation.
- C. The Company reserves the right to non-renew or amend the terms, conditions, and premium of a Coverage Period due to Claims. The Company reserves the right to non-renew coverage or amend the terms, conditions and premium at the end of the Three-Year Policy Term with prior notice to the Parent Organization as set forth herein. In the event the Company elects to non-renew coverage, the Company shall mail to the Parent Organization, not less than sixty (60) days prior to the expiration of a Coverage Period or Three-Year Policy Term, as applicable, written notice of non-renewal. Such notice shall be conclusive of all Insureds.
- D. The Company shall mail notice of Cancellation or Nonrenewal by certificate of mailing stating the effective date of Cancellation or Nonrenewal, which shall become the end of the Coverage Period or Three-Year Policy Term, as applicable. Mailing of such notice shall be sufficient notice of Cancellation or Nonrenewal.

Company shall retain the customary short rate proportion of the premium based on the unexpired Coverage Period(s), in effect at the time of cancellation.

The Three-Year Policy Term may not be cancelled by the **Company** except for ~~non-payment of premium when due in which case~~ **Company** shall provide the **Parent Organization** with not less than 10 days written notice prior to the effective date of cancellation. If the **Company** cancels, earned premium shall be computed pro rata. Premium ~~adjustments~~ may be made at the time cancellation is affected, or as soon as practicable thereafter.

The **Company** reserves the right to non-renew or amend the terms, conditions, and premium of a Coverage Period due to **Claims**. The **Company** reserves the right to ~~non-renew~~ coverage or amend the terms, conditions and premium at the end of the Three-Year Policy Term with prior notice to the **Parent Organization** as set forth herein. In the event the **Company** elects to ~~non-renew~~ coverage, the **Company** shall mail to the **Parent Organization**, not less than sixty (60) days prior to the expiration of a Coverage Period or Three-Year Policy Term, as applicable, written notice of non-renewal. Such notice shall be conclusive of all **Insureds**.

~~The mailing of notice of cancellation or non-renewal shall be sufficient notice and the effective date of cancellation or non-renewal stated in any such notice shall become the end of the Coverage Period or Three-Year Policy Term, as applicable. Delivery of such notice by the Parent Organization or the Company shall be equivalent to the mailing.~~

~~Section XVIII CHANGES IN EXPOSURE is amended to read that the entire premium for a Coverage Period shall be deemed earned premium in the event a Transaction occurs after the inception date of that Coverage Period.~~

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

- E. If the **Company** cancels, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is affected, or as soon as practicable thereafter

Section XVIII CHANGES IN EXPOSURE, paragraph A is deleted in its entirety and replaced with the following:

A. If after the inception date of this Policy:

- (1) the **Parent Organization** merges into or consolidates with another entity such that the **Parent Organization** is not the surviving entity; or
- (2) another entity, person or group of entities and/or persons acting in concert acquires more than fifty percent (50%) of the assets of the **Parent Organization**; or
- (3) another entity, person or group of entities and/or persons acting in concert acquires the right to elect or select a majority of the directors of the **Parent Organization**; or
- (4) the **Parent Organization** sells all or substantially all of its assets.

the above events referred to as a "Transaction":

this Policy shall continue in full force and effect until the expiration of the current Coverage Period or the effective date of nonrenewal if applicable, with respect to **Wrongful Acts** occurring before the Transaction, but there shall be no coverage under this Policy for actual or alleged **Wrongful Acts** occurring on and after the Transaction. The entire premium for this Coverage Period shall be deemed fully earned on the transaction date. In the event of a Transaction, the **Parent Organization** shall have the right to an offer of coverage by the **Company** for an Extended Reporting Period to report **Wrongful Acts** occurring prior to the effective date of the transaction.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

SERFF Tracking Number: WESA-125349843 State: Arkansas
 Filing Company: United States Liability Insurance Company State Tracking Number: #25731 \$50
 Company Tracking Number: PROF-EPL-07-29-F
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0010 Employment Practices Liability
 Product Name: Employment Practices Liability
 Project Name/Number: Employment Practices Liability Form Revision/PROF-EPL-07-29

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

| Original Date: | Schedule | Document Name | Replaced Date | Attach Document |
|------------------|----------|--|---------------|---|
| No original date | Form | Employment Practices Liability Merger, Acquisition or Formation of a Subsidiary Addendum | 11/08/2007 | EP-5 Merger, Acquisition, New Subsidiary Supplemental.pdf |



EMPLOYMENT PRACTICES LIABILITY MERGER, ACQUISITION OR FORMATION OF A SUBSIDIARY ADDENDUM

Insured Name: _____ Policy Number: _____

Is this a: Merger (complete **Merger** section only below) Acquisition (complete **Acquisition** section only below)
 Formation of subsidiary (complete **Subsidiary** section only below)

MERGER: (If applicable)

1. Name of the entity the Insured is merging with? _____
2. Is the Insured the surviving entity? Yes No
3. Date of Merger? _____
4. What effect will the merger have over the next 12 months or has it had on the following:
Nature/Scope of operations: _____
Location: _____
Management: _____
Employees (layoff, downsizing, reorganization, employee count...): _____

ACQUISITION OR FORMATION OF A SUBSIDIARY: (If applicable)

1. Is our Insured being acquired? Yes No
If yes, stop here and refer to the policy "Changes in Exposure" section.
2. Name & address of additional entity requesting coverage? _____

3. What percentage ownership will there be in the entity requesting coverage? _____
4. Describe the nature of operations of the entity requesting coverage?

5. Date of acquisition or formation of the subsidiary? _____
6. Number of additional employees: Full time _____ Part Time _____ Temporary _____ Seasonal _____
Independent Contractors _____ Leased _____ Other _____
7. Will the additional entity result in our Insured having any reorganization, downsizing, closing or reduction in staff over the next 12 months? Yes No
If yes, explain: _____

8. Has the additional entity had or do they anticipate any reorganization, closing, downsizing or reduction in staff in the past or next 12 months? Yes No
If yes, explain: _____

9. Will the additional entity follow the same Harassment and Discrimination guidelines submitted by the Insured and approved by the Insurer? Yes No
If No, explain or submit the harassment and discrimination guidelines to be followed _____

10. Has the additional entity or any person's proposed for insurance at the additional entity had any claims within the past 5 years related to the coverage being provided? Yes No
If yes, explain _____

Sign below only if this is an Acquisition or formation of a Subsidiary

The undersigned warrants that no claims are now pending against the additional entity nor is any person proposed for this Insurance at the additional entity aware of any fact, circumstance or situation which may result in a claim against the additional entity or proposed individual insured's of the additional entity.

Signature _____ Title _____ Date _____
(President or Chairperson)