

SERFF Tracking Number: ACEH-125807890 State: Arkansas  
First Filing Company: ACE American Insurance Company, ... State Tracking Number: EFT \$50  
Company Tracking Number: 08-PR-2007535F  
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability  
Product Name: 08-PR-2007535  
Project Name/Number: MPL Supplemental Endorsements, Rates, and Rules/08-PR-2007535

## Filing at a Glance

Companies: ACE American Insurance Company, Westchester Fire Insurance Company  
Product Name: 08-PR-2007535 SERFF Tr Num: ACEH-125807890 State: Arkansas  
TOI: 17.1 Other Liability - Claims Made Only SERFF Status: Closed State Tr Num: EFT \$50  
Sub-TOI: 17.1019 Professional Errors & Omissions Liability Co Tr Num: 08-PR-2007535F State Status: Fees verified and received  
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts  
Authors: Bob Wolfrom, Sharon Yacuzzo, Mary Sindaco Disposition Date: 10/07/2008  
Date Submitted: 09/10/2008 Disposition Status: Approved  
Effective Date Requested (New): On Approval Effective Date (New):  
Effective Date Requested (Renewal): On Approval Effective Date (Renewal):  
State Filing Description:

## General Information

Project Name: MPL Supplemental Endorsements, Rates, and Rules Status of Filing in Domicile: Pending  
Project Number: 08-PR-2007535 Domicile Status Comments:  
Reference Organization: Reference Number:  
Reference Title: Advisory Org. Circular:  
Filing Status Changed: 10/07/2008 Deemer Date:  
State Status Changed: 10/07/2008  
Corresponding Filing Tracking Number:  
Filing Description:  
The ACE Miscellaneous Professional Liability Insurance program was originally filed in 2005-2006. Due to changes in market conditions and the insurance needs of various professional classes, ACE is making a supplemental filing consisting of additional endorsements.

These modifications are for use with the ACE Advantage® Miscellaneous Professional Liability policy PF-18874 (02/06)

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and declarations PF-18873 (11/05). The attached documentation provides an explanation of the new or revised endorsements to be filed. Marked up versions of the revised forms are provided for your reference.

Forms were originally filed under company filing number 06-PR-104. Please refer to the attached Reference Filing Numbers exhibit for prior state filing numbers, if applicable.

## Company and Contact

### Filing Contact Information

Robert Wolfrom, CPCU, Regulatory Specialist robert.wolfrom@ace-ina.com  
 436 Walnut Street (215) 640-5123 [Phone]  
 Philadelphia, PA 19106 (215) 640-4986[FAX]

### Filing Company Information

ACE American Insurance Company	CoCode: 22667	State of Domicile: Pennsylvania
PO Box 1000	Group Code: 626	Company Type:
436 Walnut Street		
Philadelphia, PA 19106	Group Name:	State ID Number:
(215) 640-5123 ext. [Phone]	FEIN Number: 95-2371728	
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Westchester Fire Insurance Company	CoCode: 21121	State of Domicile: New York
1133 Avenue of the Americas	Group Code: 626	Company Type:
New York, NY 10036	Group Name:	State ID Number:
(215) 640-2324 ext. [Phone]	FEIN Number: 13-5481330	
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## Filing Fees

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

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Liability  
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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
ACE American Insurance Company	\$50.00	09/10/2008	22407192
Westchester Fire Insurance Company	\$0.00	09/10/2008	

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## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved	Edith Roberts	10/07/2008	10/07/2008

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## Disposition

Disposition Date: 10/07/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

### Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	FORM CHANGE COMPARISON	Approved	Yes
Supporting Document	Filing Memo and Forms Listing	Approved	Yes
Form	Trade Association Endorsement	Approved	Yes
Form	Property Manager and Real Estate Endorsement (Civil Rights, Pollutants)	Approved	Yes
Form	Property Manager and Real Estate Endorsement (Lockbox, Civil Rights)	Approved	Yes
Form	Property Manager and Real Estate Endorsement (Lockbox, Civil Rights, Pollutants)	Approved	Yes
Form	Property Manager and Real Estate Endorsement (Lockbox, Pollutants)	Approved	Yes
Form	Property Manager and Real Estate Endorsement	Approved	Yes
Form	Property Manager and Real Estate Endorsement	Approved	Yes
Form	Notice-General Counsel, Risk Manager	Approved	Yes
Form	Notice-General Counsel	Approved	Yes
Form	Notice-Risk Manager	Approved	Yes
Form	Employed Lawyers Professional Liability Coverage Extension	Approved	Yes
Form	Home Inspector Endorsement	Approved	Yes
Form	Market Research Endorsement	Approved	Yes
Form	Limit of Liability Amended, Contract Specific	Approved	Yes
Form	Property Manager Endorsement (Failure To Effect or Maintain Insurance Exclusion Deleted)	Approved	Yes
Form	Property Manager Endorsement	Approved	Yes
Form	ACE Advantage Construction Managers Supplemental Application	Approved	Yes
Form	ACE Advantage Construction Managers	Approved	Yes

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**Supplemental Application**

<b>Form</b>	ACE Advantage Escrow Agent Supplemental Application	Approved	Yes
<b>Form</b>	ACE Advantage Foreclosure Agent Supplemental Application	Approved	Yes
<b>Form</b>	Amend Territory Provision	Approved	Yes
<b>Form</b>	Limit of Liability Amended	Approved	Yes
<b>Form</b>	Fair Credit Reporting Act and Fair Debt Collection Practices Act Coverage Extension	Approved	Yes
<b>Form</b>	Predatory Lending Exclusion	Approved	Yes
<b>Form</b>	Action Against the Company and Bankruptcy	Approved	Yes
<b>Form</b>	Additional Insured Endt (Specified Retroactive Date)	Approved	Yes
<b>Form</b>	Additional Insured Endt	Approved	Yes
<b>Form</b>	Auctioneer Endorsement	Approved	Yes
<b>Form</b>	Choice of Counsel by Named Insured (With Company's Consent), Insured Assumes Duty To Defend	Approved	Yes
<b>Form</b>	Contingent Bodily Injury or Property Damage - Amend Exclusion B (Rendering Professional Services)	Approved	Yes
<b>Form</b>	Contingent Bodily Injury or Property Damage With Sublimit - Amend Exclusion B (Rendering Professional Services)	Approved	Yes
<b>Form</b>	Contingent Bodily Injury, Property Damage With Sublimit (Proximate Cause)	Approved	Yes
<b>Form</b>	Damages Definition Amended (Punitive Damages, Most Favorable Jurisdiction)	Approved	Yes
<b>Form</b>	Dishonest, Fraudulent, Criminal Malicious Act, Omission, Intention, Knowing Violation Of The Law Exclusion Amend (Partial Severability, 1-4 Officers)	Approved	Yes
<b>Form</b>	Employed Lawyers and MPL Limits Amended	Approved	Yes

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<b>Form</b>	Insurance Agent / Broker / Wholesaler / Premium Financier, Notary Public	Approved	Yes
<b>Form</b>	Insured Amended-Specified Individual or Entity Not Insured	Approved	Yes
<b>Form</b>	Item 7. Professional Services Amended	Approved	Yes
<b>Form</b>	Limits Amended, Retroactive Date Amended (Specified Layer)	Approved	Yes
<b>Form</b>	Limits Amended	Approved	Yes
<b>Form</b>	Material Changes In Conditions - Acquisition Threshold Amended	Approved	Yes
<b>Form</b>	Material Changes In Conditions - Acquisition of the Named Insured	Approved	Yes
<b>Form</b>	Medical Malpractice Exclusion	Approved	Yes
<b>Form</b>	Owned Affiliated Endorsement	Approved	Yes
<b>Form</b>	Price, Cost, Fee, Estimate, Guarantee, Representation Exclusion	Approved	Yes
<b>Form</b>	Professional Services Definition Amended, Specified Contract Excluded	Approved	Yes
<b>Form</b>	Professional Services Amended (Contract Specific)	Approved	Yes
<b>Form</b>	Property Manager and Real Estate Endorsement (Construction Management Carveback)	Approved	Yes
<b>Form</b>	Property Manager, Mortgage Broker and Real Estate Endorsement (Lockbox, Civil Rights, Pollutants)	Approved	Yes
<b>Form</b>	Retention Amended (Reduced Retention Incentive for Alternative Dispute Resolution)	Approved	Yes
<b>Form</b>	Retroactive Date Amended-Specified Contract	Approved	Yes
<b>Form</b>	Notice Amended - CEO, CFO, President, General Counsel, Risk Manager	Approved	Yes
<b>Form</b>	Specified Wrongful Act Sublimit	Approved	Yes
<b>Form</b>	Tie-In of Limits	Approved	Yes

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<b>Form</b>	Class Action Retention Endorsement	Approved	Yes
<b>Form</b>	ACE Advantage Trustee Professional Supplemental Application	Approved	Yes
<b>Form</b>	ACE Advantage Insurance Agents Supplemental Application	Approved	Yes
<b>Form</b>	Privacy Liability, Identity Theft Expense and Network Operations Security Liability Coverage	Approved	Yes
<b>Form</b>	MPL Amendatory Endorsement-Definition of Professional Services Amended	Approved	Yes
<b>Form</b>	Network Security or Privacy Liability Exclusion	Approved	Yes
<b>Form</b>	Optional Extended Reporting Period Election Endorsement	Approved	Yes
<b>Form</b>	Contingent Bodily Injury, Property Damage ("For" Preamble) with Sub-limit of Liability	Approved	Yes
<b>Form</b>	Third Party Administrator Endorsement (With HIPAA Exclusion Removed)	Approved	Yes
<b>Form</b>	Premium Finance Endorsement	Approved	Yes
<b>Form</b>	Premium Finance Endorsement (with Limited Regulatory Exclusion)	Approved	Yes
<b>Form</b>	Designated Loan Exclusion Endorsement	Approved	Yes
<b>Form</b>	Sub-Prime Loan Exclusion	Approved	Yes
<b>Form</b>	Subrogation Waiver (Contractual Waiver)	Approved	Yes
<b>Form</b>	Non Stacking of Limits	Approved	Yes
<b>Form</b>	Loan Repurchase Exclusion	Approved	Yes
<b>Form</b>	Property Manager and Real Estate Endorsement (Lockbox, Civil Rights, Construction Manager)	Approved	Yes
<b>Form</b>	Property Manager and Real Estate Endorsement (Lockbox, Civil Rights, Amended Ownership Interest and Property Developer Exclusion)	Approved	Yes
<b>Form</b>	Property Manager and Real Estate	Approved	Yes

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Endorsement (Lockbox, Civil Rights,  
 Amended Ownership Interest Exclusion)

<b>Form</b>	ACE Advantage Small Business Questionnaire	Approved	Yes
<b>Form</b>	Additional Insured-Limits-Retroactive Date	Approved	Yes
<b>Form</b>	Additional Insured-Limits-Retroactive Date-Retention	Approved	Yes
<b>Form</b>	Dishonesty Exclusion Amended (Partial Severability)	Approved	Yes
<b>Form</b>	Partial Application Severability, 4 Officers	Approved	Yes
<b>Form</b>	Profit Advantage Exclusion Amended (Partial Severability)	Approved	Yes
<b>Form</b>	Profit, Advantage Exclusion Amended (Partial Severability)	Approved	Yes
<b>Form</b>	Retroactive Date Amended	Approved	Yes
<b>Form</b>	Privacy Liability, Identity Theft Expense, Network Operations Security Liability and Multimedia	Approved	Yes
<b>Form</b>	Retention Amended - Specified Contract	Approved	Yes
<b>Form</b>	ACE Advantage Employed Lawyer Liability Supplemental Application	Approved	Yes
<b>Form</b>	ACE Advantage Privacy & Network Security Supplemental Application	Approved	Yes
<b>Form</b>	Notice Amended - Variable Officers	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Trade Association Endorsement	PF-19063b	(7/08)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 PF-19063 (10/05) Previous Filing #: 06-PR-104		Trade Association Endt_PF19063b.pdf
Approved	Property Manager and Real Estate Endorsement (Civil Rights, Pollutants)	PF-19207a	(7/08)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 PF-19207 (12/05) Previous Filing #: 06-PR-104		Prop Mgr_RE_Endt_Civil Rights, Pollutants_P F19207a.pdf
Approved	Property Manager and Real Estate Endorsement (Lockbox, Civil Rights)	PF-19208a	(7/08)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 PF-19208 (12/05) Previous Filing #: 06-PR-104		Prop_Mgr and RE_Endt_Lockbox, Civil Rights_PF19208a.pdf
Approved	Property Manager and Real Estate Endorsement (Lockbox, Civil Rights, Pollutants)	PF-19209a	(7/08)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 PF-19209 (12/05) Previous Filing #: 06-PR-104		Prop_Mgr and RE_Endt_Lockbox, Civil Rights, Pollutants_P F19209a.pdf
Approved	Property Manager and Real Estate Endorsement (Lockbox, Pollutants)	PF-19210a	(7/08)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 PF-19210 (12/05) Previous Filing #: 06-PR-104		Prop_Mgr and RE_Endt_Lockbox, Pollutants_P F19210a.pdf
Approved	Property Manager and Real Estate	PF-19211a	(7/08)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 PF-19211 (12/05) Previous Filing #:		Property Manager and Real

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Endorsement	ons	06-PR-104	Estate
Approved Property Manager and Real Estate Endorsement	PF- (7/08) 19212a	Endorsement/Amendment/Conditions Replaced Form #:0.00 PF-19212 (12/05) Previous Filing #: 06-PR-104	Endt_PF19211a.pdf Prop_Mgr and RE Endt_Without FTMI Excl_PF19212a.pdf
Approved Notice-General Counsel, Risk Manager	PF- (11/06) 19253a	Endorsement/Amendment/Conditions Replaced Form #:0.00 PF-19253 (12/05) Previous Filing #: 06-PR-104	Notice-General Counsel, Risk Manager_PF19253a.pdf
Approved Notice-General Counsel	PF- (11/06) 19254a	Endorsement/Amendment/Conditions Replaced Form #:0.00 PF-19254 (12/05) Previous Filing #: 06-PR-104	Notice-General Counsel_PF19254a.pdf
Approved Notice-Risk Manager	PF- (11/06) 19255a	Endorsement/Amendment/Conditions Replaced Form #:0.00 PF-19255 (12/05) Previous Filing #: 06-PR-104	Notice-Risk Manager_PF19255a.pdf
Approved Employed Lawyers Professional Liability Coverage Extension	PF- (12/06) 19824a	Endorsement/Amendment/Conditions Replaced Form #:0.00 PF-19824 (02/06) Previous Filing #: 06-PR-104	Employed Lawyers and MPL_PF19824a.pdf
Approved Home Inspector Endorsement	PF- (11/06) 19832a	Endorsement/Amendment/Conditions Replaced Form #:0.00 PF-19832 (02/06) Previous Filing #: 06-PR-104	Home Inspector Endorsement_PF19832a.pdf
Approved Market Research Endorsement	PF- (11/06) 19842a	Endorsement/Amendment/Conditions Replaced Form #:0.00 PF-19842 (02/06) Previous Filing #: 06-PR-104	Market Research Endorsement_PF19842a.pdf

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Approved	Limit of Liability Amended, Contract Specific	PF-19929a	(07/08)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 PF-19929 (02/06) Previous Filing #: 06-PR-104	Limit of Liability Amended_Contract Specific_PF19929a.pdf
Approved	Property Manager Endorsement (Failure To Effect or Maintain Insurance Exclusion Deleted)	PF-19938a	(07/08)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 PF19938 (02/06) Previous Filing #: 06-PR-104	Prop Mgr Endt_FTMI Excl deleted_PF19938a.pdf
Approved	Property Manager Endorsement	PF-19939a	(07/08)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 PF-19939 (02/06) Previous Filing #: 06-PR-104	Property Manager Endt_PF19939a.pdf
Approved	ACE Advantage Construction Managers Supplemental Application	PF-19940a	(07/08)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 PF-19940 (02/06) Previous Filing #: 06-PR-104	Real Estate Appraiser Endt_PF19940a.pdf
Approved	ACE Advantage Construction Managers Supplemental Application	PF-20312a	(10/08)	Application/New Binder/Enrollment	0.00	Construction Managers Supplemental Application_PF20312a.pdf
Approved	ACE Advantage Escrow Agent Supplemental Application	PF-20313a	(10/08)	Application/New Binder/Enrollment	0.00	Escrow Agent Supplemental Application_

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Approval	Description	PF-#	Effective Date	Category	Amount	File Name
Approved	ACE Advantage Foreclosure Agent Supplemental Application	PF-20314a	(10/08)	Application/ New Binder/Enrollment	0.00	PF20313a.pdf
Approved	Amend Territory Provision	PF-20682	(07/06)	Endorsement/ Amendment/Conditions	0.00	Amend Territory Provision_PF20682.pdf
Approved	Limit of Liability Amended	PF-21975a	(08/07)	Endorsement/ Amendment/Conditions	0.00	Limit of Liability Amended_PF21975a.pdf
Approved	Fair Credit Reporting Act and Fair Debt Collection Practices Act Coverage Extension	PF-22009a	(07/08)	Endorsement/ Amendment/Conditions	0.00	FCRA+FDCPA Coverage Extension_PF22009a.pdf
Approved	Predatory Lending Exclusion	PF-22827a	(07/08)	Endorsement/ Amendment/Conditions	0.00	Predatory Lending Exclusion_PF22827a.pdf
Approved	Action Against the Company and Bankruptcy	PF-23098	(10/06)	Endorsement/ Amendment/Conditions	0.00	Action Against the Company and Bankruptcy_PF23098.pdf
Approved	Additional Insured Endt (Specified)	PF-23099	(03/06)	Endorsement/ Amendment/Conditions	0.00	Additional Insured Endt (Specified)

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	Retroactive Date)		ons		Retroactive Date)_PF23099.pdf
Approved	Additional Insured Endt	PF-23100 (03/06)	Endorsement/Amendment/Conditions	0.00	Additional Insured Endt_PF23100.pdf
Approved	Auctioneer Endorsement	PF-23101 (07/06)	Endorsement/Amendment/Conditions	0.00	Auctioneer Endt_PF23101.pdf
Approved	Choice of Counsel by Named Insured (With Company's Consent), Insured Assumes Duty To Defend	PF-23102 (07/06)	Endorsement/Amendment/Conditions	0.00	Choice of Counsel by Named Insd (with Company's Consent), Insd Assumes Duty to Defend_PF23102.pdf
Approved	Contingent Bodily Injury or Property Damage - Exclusion B (Rendering Professional Services)	PF-23103 (02/07)	Endorsement/Amendment/Conditions	0.00	Contingent BI PD - Amend Excl B (Rendering Prof Services)_PF23103.pdf
Approved	Contingent Bodily Injury or Property Damage With Sublimit - Exclusion B (Rendering Professional	PF-23104a (07/08)	Endorsement/Amendment/Conditions	0.00	Contingent BI PD - Amend Excl B Sublimit (Rendering Prof Services)_P

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Approval	Description	Policy No	Effective Date	Endorsement	Amount	Attachment
Approved	Contingent Bodily PF- Injury, Property Damage With Sublimit (Proximate Cause)	23105a	(07/08)	Endorsement/Amendment/Conditions	0.00	F23104a.pdf
Approved	Damages Definition Amended (Punitive Damages, Most Favorable Jurisdiction)	PF-23106	(12/06)	Endorsement/Amendment/Conditions	0.00	Damages Amended (Punitive Damages Most Favorable Jurisdiction)_PF23106.pdf
Approved	Dishonest, Fraudulent, Criminal Malicious Act, Omission, Intention, Knowing Violation Of The Law Exclusion Amend (Partial Severability, 1-4 Officers)	PF-23107	(05/06)	Endorsement/Amendment/Conditions	0.00	Dishonesty Excl A Amended (Partial Severability, 1-4 Officers)_PF23107.pdf
Approved	Employed Lawyers and MPL Limits Amended	PF-23108	(12/06)	Endorsement/Amendment/Conditions	0.00	Employed Lawyers and MPL Limits Amended_PF23108.pdf
Approved	Insurance Agent / Broker /	PF-23109	(07/06)	Endorsement/Amendment	0.00	Insurance Agent-

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	Wholesaler / Premium Financier, Notary Public		ent/Condi ons		Broker- Wholesaler- Premium Financier, Notary Public_PF23 109.pdf
Approved	Insured Amended- Specified Individual or Entity Not Insured	PF-23110 (09/06)	Endorseme New nt/Amendm ent/Condi ons	0.00	Insured Amended- Specified Individual or Entity Not Insured_PF2 3110.pdf
Approved	Item 7. Professional Services Amended	PF-23111 (01/07)	Endorseme New nt/Amendm ent/Condi ons	0.00	Item 7 Professional Services Definition Amended_P F23111.pdf
Approved	Limits Amended, Retroactive Date Amended (Specified Layer)	PF-23112 (08/07)	Endorseme New nt/Amendm ent/Condi ons	0.00	Limits Amended- Retroactive Date Amended (Specified Layer)_PF23 112.pdf
Approved	Limits Amended	PF-23113 (08/07)	Endorseme New nt/Amendm ent/Condi ons	0.00	Limits Amended_P F23113.pdf
Approved	Material Changes In Conditions - Acquisition Threshold Amended	PF-23114 (12/06)	Endorseme New nt/Amendm ent/Condi ons	0.00	Material Changes Amended (Revenue Threshold

SERFF Tracking Number: ACEH-125807890 State: Arkansas  
 First Filing Company: ACE American Insurance Company, ... State Tracking Number: EFT \$50  
 Company Tracking Number: 08-PR-2007535F  
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability  
 Product Name: 08-PR-2007535  
 Project Name/Number: MPL Supplemental Endorsements, Rates, and Rules/08-PR-2007535

Approval	Description	Policy Number	Effective Date	Endorsement Type	Amount	File Name
Approved	Material Changes In Conditions - Acquisition of the Named Insured	PF-23115	08/07	Endorsement/Amendment/Conditions	0.00	Variable)_PF23114.pdf Material Changes Amended-Acquisition of the Named Insured_PF23115.pdf
Approved	Medical Malpractice Exclusion	PF-23116	06/06	Endorsement/Amendment/Conditions	0.00	Medical Malpractice Excl_PF23116.pdf
Approved	Owned Affiliated Endorsement	PF-23117	09/06	Endorsement/Amendment/Conditions	0.00	Owned Affiliated Endt_PF23117.pdf
Approved	Price, Cost, Fee, Estimate, Guarantee, Representation Exclusion	PF-23118	06/06	Endorsement/Amendment/Conditions	0.00	Price, Cost, Fee, Estimate, Guarantee, Representati on Excl_PF23118.pdf
Approved	Professional Services Definition Amended, Specified Contract Excluded	PF-23119	12/06	Endorsement/Amendment/Conditions	0.00	Prof Services Amended Specified Contract Excluded_P F23119.pdf
Approved	Professional Services Amended (Contract	PF-23120	09/06	Endorsement/Amendment/Conditions	0.00	Professional Services Amended (Contract

SERFF Tracking Number: ACEH-125807890 State: Arkansas  
 First Filing Company: ACE American Insurance Company, ... State Tracking Number: EFT \$50  
 Company Tracking Number: 08-PR-2007535F  
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: 08-PR-2007535  
 Project Name/Number: MPL Supplemental Endorsements, Rates, and Rules/08-PR-2007535

	Specific)					Specific)_PF
Approved	Property Manager and Real Estate Endorsement (Construction Management Carveback)	PF-23121a	(07/08)	Endorsement/Amendment/Conditions	0.00	Property Manager and Real Estate Endt_Const Mgt Carveback_PF23121a.pdf
Approved	Property Manager, Mortgage Broker and Real Estate Endorsement (Lockbox, Civil Rights, Pollutants)	PF-23122a	(07/08)	Endorsement/Amendment/Conditions	0.00	Prop Manager Mort Brok_RE Endt_Lbox_Civil Rt_Poll_PF23122a.pdf
Approved	Retention Amended (Reduced Retention Incentive for Alternative Dispute Resolution)	PF-23123	(07/06)	Endorsement/Amendment/Conditions	0.00	Retention Amended (Reduced Retention Incentive for ADR)_PF23123.pdf
Approved	Retroactive Date Amended-Specified Contract	PF-23124	(09/06)	Endorsement/Amendment/Conditions	0.00	Retroactive Date Amended-Specified Contract_PF23124.pdf
Approved	Notice Amended - CEO, CFO, President, General Counsel, Risk Manager	PF-23125	(07/07)	Endorsement/Amendment/Conditions	0.00	Section VI Conditions A1 and A2 Notice Amended_P

<i>SERFF Tracking Number:</i>	ACEH-125807890	<i>State:</i>	Arkansas			
<i>First Filing Company:</i>	ACE American Insurance Company, ...	<i>State Tracking Number:</i>	EFT \$50			
<i>Company Tracking Number:</i>	08-PR-2007535F					
<i>TOI:</i>	17.1 Other Liability - Claims Made Only	<i>Sub-TOI:</i>	17.1019 Professional Errors & Omissions Liability			
<i>Product Name:</i>	08-PR-2007535					
<i>Project Name/Number:</i>	MPL Supplemental Endorsements, Rates, and Rules/08-PR-2007535				F23125.pdf	
Approved	Specified Wrongful Act Sublimit	PF-23127 (07/06)	Endorsement/Amendment/Conditions	New	0.00	Specified Wrongful Act Sublimit_PF23127.pdf
Approved	Tie-In of Limits	PF-23128 (03/07)	Endorsement/Amendment/Conditions	New	0.00	Tie In Limits_PF23128.pdf
Approved	Class Action Retention Endorsement	PF-23129 (05/07)	Endorsement/Amendment/Conditions	New	0.00	Retention Amended (Class Actions)_PF23129.pdf
Approved	ACE Advantage Trustee Professional Supplemental Application	PF-23130a (10/08)	Application/ New Binder/Enrollment	New	0.00	Trustee Professional Supplemental Application_PF23130a.pdf
Approved	ACE Advantage Insurance Agents Supplemental Application	PF-23131a (10/08)	Endorsement/Amendment/Conditions	New	0.00	Insurance Agents Supplemental Application_PF23131a.pdf
Approved	Privacy Liability, Identity Theft Expense and Network Operations Security Liability Coverage	PF-23133a (03/08)	Endorsement/Amendment/Conditions	New	0.00	Privacy ID Theft Network Security_PF23133a.pdf
Approved	MPL Amendatory Endorsement-	PF-23293 (12/07)	Endorsement/Amendment	New	0.00	Amend Def of

SERFF Tracking Number: ACEH-125807890 State: Arkansas  
 First Filing Company: ACE American Insurance Company, ... State Tracking Number: EFT \$50  
 Company Tracking Number: 08-PR-2007535F  
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: 08-PR-2007535

Project Name/Number: MPL Supplemental Endorsements, Rates, and Rules/08-PR-2007535

	Definition of Professional Services Amended		ent/Condi ons		Professional Services_Broad_P F23293.pdf
Approved	Network Security or Privacy Liability Exclusion PF-23294b	(07/08)	Endorsement/Amendment/Conditions	0.00	Network Security or Privacy Exclusion_P F23294b.pdf
Approved	Optional Extended Reporting Period Election Endorsement PF-23295a	(07/08)	Endorsement/Amendment/Conditions	0.00	Optional Extended Reporting Period Election Endorsement_P F23295a.pdf
Approved	Contingent Bodily Injury, Property Damage ("For" Preamble) with Sub-limit of Liability PF-23296a	(07/08)	Endorsement/Amendment/Conditions	0.00	Contingent Bodily Injury Property Damage (for Preamble) and Sublimit_P F23296a.pdf
Approved	Third Party Administrator Endorsement (With HIPAA Exclusion Removed) PF-23302	(07/08)	Endorsement/Amendment/Conditions	0.00	TPA Endorsement (No HIPAA Excl)_P F23302.pdf
Approved	Premium Finance Endorsement PF-23307a	(07/08)	Endorsement/Amendment/Conditions	0.00	Premium Finance Endorsement_P F23307a.pdf
Approved	Premium Finance PF-	(07/08)	Endorsement New	0.00	Premium

SERFF Tracking Number: ACEH-125807890 State: Arkansas  
 First Filing Company: ACE American Insurance Company, ... State Tracking Number: EFT \$50  
 Company Tracking Number: 08-PR-2007535F  
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: 08-PR-2007535

Project Name/Number: MPL Supplemental Endorsements, Rates, and Rules/08-PR-2007535

Approval	Description	PF-#	Effective Date	Document Name	Amount	File Name
	Endorsement (with Limited Regulatory Exclusion)	23308a		nt/Amendm ent/Condi tions		Finance Endorsemen t (w Limited Reg Excl)_PF233 08a.pdf
Approved	Designated Loan Exclusion Endorsement	PF-23311a	(07/08)	Endorseme nt/Amendm ent/Condi tions	0.00	Designated Loan Exclusion_ PF23311a.p df
Approved	Sub-Prime Loan Exclusion	PF-23312a	(07/08)	Endorseme nt/Amendm ent/Condi tions	0.00	Subprime Loan Exclusion_P F23312a.pdf
Approved	Subrogation Waiver (Contractual Waiver)	PF-23438	(11/07)	Endorseme nt/Amendm ent/Condi tions	0.00	Subrogation Waiver_PF2 3438.pdf
Approved	Non Stacking of Limits	PF-23464	(12/07)	Endorseme nt/Amendm ent/Condi tions	0.00	Non Stacking of Limits_PF23 464.pdf
Approved	Loan Repurchase Exclusion	PF-24185a	(07/08)	Endorseme nt/Amendm ent/Condi tions	0.00	Loan Repurchase Exclusion_P F24185a.pdf
Approved	Property Manager and Real Estate Endorsement (Lockbox, Civil Rights, Construction Manager)	PF-24269a	(07/08)	Endorseme nt/Amendm ent/Condi tions	0.00	Prop Mgr and RE End_Lockbo x_Civil Rights_Construct Mgr_PF2426 9a.pdf
Approved	Property Manager and	PF-24270a	(07/08)	Endorseme nt/Amendm	0.00	Prop Mgr and RE End

SERFF Tracking Number: ACEH-125807890 State: Arkansas  
 First Filing Company: ACE American Insurance Company, ... State Tracking Number: EFT \$50  
 Company Tracking Number: 08-PR-2007535F  
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: 08-PR-2007535

Project Name/Number: MPL Supplemental Endorsements, Rates, and Rules/08-PR-2007535

	Real Estate Endorsement (Lockbox, Civil Rights, Amended Ownership Interest and Property Developer Exclusion)			ent/Condi ons		(Lbox_Civ Rts_Owner_ Prop Dev X_PF24270a .pdf
Approved	Property Manager and Real Estate Endorsement (Lockbox, Civil Rights, Amended Ownership Interest Exclusion)	PF- 24271a	(07/08)	Endorseme New nt/Amendm ent/Condi ons	0.00	Prop Mgr and RE End_Lbox_C iv Rts_Owner X_PF24271a .pdf
Approved	ACE Advantage Small Business Questionnaire	PF-24287	(10/08)	Application/ New Binder/Enro llment	0.00	Small Business Questionnair e_PF24287. pdf
Approved	Additional Insured-Limits- Retroactive Date	PF-24478	(03/08)	Endorseme New nt/Amendm ent/Condi ons	0.00	Additional Insured- Limits-Retro Date_PF244 78.pdf
Approved	Additional Insured-Limits- Retroactive Date- Retention	PF-24535	(03/08)	Endorseme New nt/Amendm ent/Condi ons	0.00	Additional Insured- Limits-Retro Date- Retention_P F24535.pdf
Approved	Dishonesty Exclusion Amended (Partial	PF-24704	(03/08)	Endorseme New nt/Amendm ent/Condi	0.00	Dishonesty Exclusion A Amended

<i>SERFF Tracking Number:</i>	ACEH-125807890	<i>State:</i>	Arkansas
<i>First Filing Company:</i>	ACE American Insurance Company, ...	<i>State Tracking Number:</i>	EFT \$50
<i>Company Tracking Number:</i>	08-PR-2007535F		
<i>TOI:</i>	17.1 Other Liability - Claims Made Only	<i>Sub-TOI:</i>	17.1019 Professional Errors & Omissions Liability
<i>Product Name:</i>	08-PR-2007535		
<i>Project Name/Number:</i>	MPL Supplemental Endorsements, Rates, and Rules/08-PR-2007535		
	Severability)	ons	Partial Sev_PF2470 4.pdf
Approved	Partial Application Severability, 4 Officers	PF-24705 (03/08) Application/ New Binder/Enrollment	0.00 Severability Application Amended_P F24705.pdf
Approved	Profit Advantage Exclusion Amended (Partial Severability)	PF-24706 (03/08) Endorsement/Amendment/Conditions	0.00 Profit Advantage Exclusion J Amended Partial Sev_PF2470 6.pdf
Approved	Profit, Advantage Exclusion Amended (Partial Severability)	PF-24707 (03/08) Endorsement/Amendment/Conditions	0.00 Profit Advantage Exclusion J Amended Partial Sev+Final Adj_PF2470 7.pdf
Approved	Retroactive Date Amended	PF-24802 (04/08) Endorsement/Amendment/Conditions	0.00 Retroactive Date Amended_P F24802.pdf
Approved	Privacy Liability, Identity Theft Expense, Network Operations Security Liability and Multimedia	PF-24987 (05/08) Endorsement/Amendment/Conditions	0.00 Privacy ID Theft Network Security Multimedia_P F24987.pdf
Approved	Retention Amended - Specified Contract	PF-25178 (07/08) Endorsement/Amendment/Conditions	0.00 Retention Amended-Specified Contract_PF

SERFF Tracking Number: ACEH-125807890 State: Arkansas  
 First Filing Company: ACE American Insurance Company, ... State Tracking Number: EFT \$50  
 Company Tracking Number: 08-PR-2007535F  
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability  
 Product Name: 08-PR-2007535  
 Project Name/Number: MPL Supplemental Endorsements, Rates, and Rules/08-PR-2007535

					25178.pdf
Approved	ACE Advantage Employed Lawyer Liability Supplemental Application	PF-25192 (07/08)	Application/ New Binder/Enro llment	0.00	Employed Lawyers Supplement al Application PF25192.pdf
Approved	ACE Advantage Privacy & Network Security Supplemental Application	PF-25711 (07/08)	Application/ New Binder/Enro llment	0.00	Privacy + Network Security MPL Suppl Appl_PF257 11.pdf
Approved	Notice Amended - Variable Officers	PF-25723 (08/08)	Endorseme New nt/Amendm ent/Condi ons	0.00	Notice Amended- Variable Officers (Fill In)_PF25723 .pdf



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Trade Association Endorsement**

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

1. Section III, Exclusions, is amended as follows:

a. Exclusion H is deleted in its entirety and the following is inserted:

H. alleging, based upon, arising out of or attributable to any price fixing, restraint of trade, monopolization, unfair trade practices or other violation of the Federal Trade Commission Act, the Sherman Anti-Trust Act, the Clayton Act, or any other federal statutory provision involving antitrust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade activities, and any amendments thereto or any rules or regulations promulgated thereunder, or any similar provision of any federal, state, or local statutory law or common law anywhere in the world, provided, however, that this exclusion shall not apply to **Claims Expenses** or the **Company's** duty to defend any such **Claim**;

b. Exclusion N is deleted in its entirety and the following is inserted:

N. alleging, based upon, arising out of, or attributable to the validity, infringement, violation or misappropriation of any patent, service mark, trade name, or trade secret.

2. The following exclusions are added:

- alleging, based upon, arising out of, or attributable to or in connection with a governmental intervention, cease and desist order, insolvency, receivership, bankruptcy, or liquidation of any organization in which the **Insured** has placed or obtained insurance coverage or placed the funds of a client or account;
- alleging, based upon, arising out of, or attributable to any actual or alleged conflict of interest of the **Insured** in the rendering of **Professional Services**;
- alleging, based upon, arising out of, or attributable to any actual or alleged breach of any contract, warranty, guarantee or promise unless such liability would have attached to the **Insured** even in the absence of such contact.

3. Section II Definitions is amended as follows:

a. Subsection I, the definition of **Insured**, is amended by adding the following:

**Insured** also means any board member or committee member of the **Named Insured** while acting at the direction of any officer of the Board of Directors of the **Named Insured** on behalf of the **Named Insured**.

b. Subsection L, the definition of **Personal Injury Offense**, also includes the following offenses:

- Plagiarism, infringement of copyright, trademark, or unauthorized use of title;

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Property Manager and Real Estate Endorsement (Civil Rights, Pollutants)**

It is agreed that:

1. Item 7 of the Declarations is amended by adding the following:

The sale and/or listing of residential property that is owned by an agent, independent contractor, broker or employee of the **Named Insured**, but only when the sale and/or listing is handled by an agent or broker who has no ownership interest in the property.

2. Section III, Exclusions, is amended as follows:

- A. Exclusion G is amended by adding the following:

However, this exclusion shall not apply to **Claims Expenses** incurred by the **Insured** in defense of civil lawsuits alleging violations of Title VIII of the Civil Rights Act of 1968, the Fair Housing Amendment Act of 1988, or any similar state or local law or ordinance, subject to a sub-limit of liability of \$\_\_\_\_\_ each **Claim** and per **Policy Period** in the aggregate. This sub-limit of liability shall be part of and not in addition to the Limits of Liability otherwise stated in Item 3 of the Declarations, and will in no way serve to increase the **Company's** Limits of Liability as therein provided;

The **Company's** obligation to reimburse the **Insured** for any such **Claims Expenses** does not include any other amounts for which the **Insured** may become legally obligated to pay as a result of a **Wrongful Act** committed or allegedly committed by the **Insured** or by any entity for whom the **Insured** is legally liable, alleging violation of Title VIII of the Civil Rights Act of 1968, the Fair Housing Amendment Act of 1988, or any similar state or local law or ordinance.

The **Company's** obligation to reimburse such **Claims Expenses** is in excess of the **Insured's** applicable Retention listed in Item 4 of the Declarations.

- B. Exclusion M is amended by adding the following:

However, this exclusion shall not apply to **Claims** for **Wrongful Acts** involving the **Insured's** unintentional failure to disclose the existence of **Pollutants**, subject to a sub-limit of liability of \$\_\_\_\_\_ each **Claim** and per **Policy Period** in the aggregate. This sub-limit of liability is part of and not in addition to the Limits of Liability otherwise stated in Item 3 of the Declarations, and will in no way serve to increase the **Company's** Limits of Liability as therein provided;

- C. The following additional exclusions are added:

- alleging, based upon, arising out of, or attributable to representations or warranties, expressed, implied or otherwise made by the **Insured**, pertaining to the guarantee of future value of real property;
- alleging, based upon, arising out of, or attributable to the formulation, promotion, offer, sale or management of any limited or general partnership or any interest therein;
- alleging, based upon, arising out of, or attributable to the failure to effect or maintain any insurance or bond;

- alleging, based upon, arising out of, or attributable to any transaction in which any **Insured** has a direct or indirect beneficial ownership interest as a buyer or seller of real property; however, this exclusion does not apply to real property to which any **Insured** has taken legal title solely for immediate resale and has entered into a written contract to sell not later than one hundred and eighty (180) days after taking legal title;
- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as an insurance agent or insurance broker;
- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as a mortgage banker or mortgage broker, including without limitation any one or more of the following activities:
  - i. the origination, purchase, processing, pooling, extension, brokering, restructuring, sale, termination, transfer and servicing of loans secured by real property or other collateral;
  - ii. collection of loan payments, remitting principal and investors owning the loans, maintaining insurance, paying real estate taxes and hazard insurance premiums, managing delinquencies and defaults;
  - iii. payoff calculations and collections including penalties, yield maintenance fees and defeasance fees;
  - iv. bankruptcy foreclosures, loan workouts and sale of real estate and other loan collateral owned;
  - v. managing borrower escrow and reserve funds including establishing interest bearing accounts and processing reserve disbursement requests in accordance with the underlying loan documents;
  - vi. providing information, advice or counseling in connection with any of the above activities;
- alleging, based upon, arising out of, or attributable to or connected with the performance of or failure to perform services as an escrow agent, title agent or title abstractor;
- alleging, based upon, arising out of, or attributable to the performance of or failure to perform services as a property developer, builder or construction manager;
- alleging, based upon, arising out of, or attributable to the commingling or improper use of, or failure to properly segregate or safeguard funds;

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Property Manager and Real Estate Endorsement (Lockbox, Civil Rights)**

It is agreed that:

1. Item 7 of the Declarations is amended by adding the following:

The sale and/or listing of residential property that is owned by an agent, independent contractor, broker or employee of the **Named Insured**, but only when the sale and/or listing is handled by an agent or broker who has no ownership interest in the property.

2. Section III, Exclusions, is amended as follows:

- A. Exclusion B is amended by adding the following:

However, this exclusion shall not apply to **Property Damage** arising out of a **Wrongful Act** committed by the **Insured** in the performance of providing services involving the use and operation of a Lockbox, subject to a sub-limit of liability of \$\_\_\_\_\_ each **Claim** and per **Policy Period** in the aggregate. This sub-limit of liability shall be part of and not in addition to the Limits of Liability otherwise stated in Item 3 of the Declarations, and will in no way serve to increase the **Company's** Limits of Liability as therein provided;

- B. Exclusion G is amended by adding the following:

However, this exclusion shall not apply to **Claims Expenses** incurred by the **Insured** in defense of civil lawsuits alleging violations of Title VIII of the Civil Rights Act of 1968, the Fair Housing Amendment Act of 1988, or any similar state or local law or ordinance, subject to a sub-limit of liability of \$\_\_\_\_\_ each **Claim** and per **Policy Period** in the aggregate. This sub-limit of liability shall be part of and not in addition to the Limits of Liability otherwise stated in Item 3 of the Declarations, and will in no way serve to increase the **Company's** Limits of Liability as therein provided;

The **Company's** obligation to reimburse the **Insured** for any such **Claims Expenses** does not include any other amounts for which the **Insured** may become legally obligated to pay as a result of a **Wrongful Act** committed or allegedly committed by the **Insured** or by any entity for whom the **Insured** is legally liable, alleging violation of Title VIII of the Civil Rights Act of 1968, the Fair Housing Amendment Act of 1988, or any similar state or local law or ordinance.

The **Company's** obligation to reimburse such **Claims Expenses** is in excess of the **Insured's** applicable Retention listed in Item 4 of the Declarations.

- C. The following additional exclusions are added:

- alleging, based upon, arising out of, or attributable to representations or warranties, expressed, implied or otherwise made by the **Insured**, pertaining to the guarantee of future value of real property;
- alleging, based upon, arising out of, or attributable to the formulation, promotion, offer, sale or management of any limited or general partnership or any interest therein;
- alleging, based upon, arising out of, or attributable to the failure to effect or maintain any insurance or bond;

- alleging, based upon, arising out of, or attributable to any transaction in which any **Insured** has a direct or indirect beneficial ownership interest as a buyer or seller of real property; however, this exclusion does not apply to real property to which any **Insured** has taken legal title solely for immediate resale and has entered into a written contract to sell not later than one hundred and eighty (180) days after taking legal title;
- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as an insurance agent or insurance broker;
- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as a mortgage banker or mortgage broker, including without limitation any one or more of the following activities:
  - i. the origination, purchase, processing, pooling, extension, brokering, restructuring, sale, termination, transfer and servicing of loans secured by real property or other collateral;
  - ii. collection of loan payments, remitting principal and investors owning the loans, maintaining insurance, paying real estate taxes and hazard insurance premiums, managing delinquencies and defaults;
  - iii. payoff calculations and collections including penalties, yield maintenance fees and defeasance fees;
  - iv. bankruptcy foreclosures, loan workouts and sale of real estate and other loan collateral owned;
  - v. managing borrower escrow and reserve funds including establishing interest bearing accounts and processing reserve disbursement requests in accordance with the underlying loan documents;
  - vi. providing information, advice or counseling in connection with any of the above activities;
- alleging, based upon, arising out of, or attributable to or connected with the performance of or failure to perform services as an escrow agent, title agent or title abstractor;
- alleging, based upon, arising out of, or attributable to the performance of or failure to perform services as a property developer, builder or construction manager;
- alleging, based upon, arising out of, or attributable to the commingling or improper use of, or failure to properly segregate or safeguard funds;

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Property Manager and Real Estate Endorsement (Lockbox, Civil Rights, Pollutants)**

It is agreed that:

1. Item 7 of the Declarations is amended by adding the following:

The sale and/or listing of residential property that is owned by an agent, independent contractor, broker or employee of the **Named Insured**, but only when the sale and/or listing is handled by an agent or broker who has no ownership interest in the property.

2. Section III, Exclusions, is amended as follows:

- A. Exclusion B is amended by adding the following:

However, this exclusion shall not apply to **Property Damage** arising out of a **Wrongful Act** committed by the **Insured** in the performance of providing services involving the use and operation of a Lockbox, subject to a sub-limit of liability of \$\_\_\_\_\_ each **Claim** and per **Policy Period** in the aggregate. This sub-limit of liability shall be part of and not in addition to the Limits of Liability otherwise stated in Item 3 of the Declarations, and will in no way serve to increase the **Company's** Limits of Liability as therein provided;

- B. Exclusion G is amended by adding the following:

However, this exclusion shall not apply to **Claims Expenses** incurred by the **Insured** in defense of civil lawsuits alleging violations of Title VIII of the Civil Rights Act of 1968, the Fair Housing Amendment Act of 1988, or any similar state or local law or ordinance, subject to a sub-limit of liability of \$\_\_\_\_\_ each **Claim** and per **Policy Period** in the aggregate. This sub-limit of liability shall be part of and not in addition to the Limits of Liability otherwise stated in Item 3 of the Declarations, and will in no way serve to increase the **Company's** Limits of Liability as therein provided;

The **Company's** obligation to reimburse the **Insured** for any such **Claims Expenses** does not include any other amounts for which the **Insured** may become legally obligated to pay as a result of a **Wrongful Act** committed or allegedly committed by the **Insured** or by any entity for whom the **Insured** is legally liable, alleging violation of Title VIII of the Civil Rights Act of 1968, the Fair Housing Amendment Act of 1988, or any similar state or local law or ordinance.

The **Company's** obligation to reimburse such **Claims Expenses** is in excess of the **Insured's** applicable Retention listed in Item 4 of the Declarations.

- C. Exclusion M is amended by adding the following:

However, this exclusion shall not apply to **Claims** for **Wrongful Acts** involving the **Insured's** unintentional failure to disclose the existence of **Pollutants**, subject to a sub-limit of liability of \$\_\_\_\_\_ each **Claim** and per **Policy Period** in the aggregate. This sub-limit of liability is part of and not in addition to the Limits of Liability otherwise stated in Item 3 of the Declarations, and will in no way serve to increase the **Company's** Limits of Liability as therein provided;

D. The following additional exclusions are added:

- alleging, based upon, arising out of, or attributable to representations or warranties, expressed, implied or otherwise made by the **Insured**, pertaining to the guarantee of future value of real property;
- alleging, based upon, arising out of, or attributable to the formulation, promotion, offer, sale or management of any limited or general partnership or any interest therein;
- alleging, based upon, arising out of, or attributable to the failure to effect or maintain any insurance or bond;
- alleging, based upon, arising out of, or attributable to any transaction in which any **Insured** has a direct or indirect beneficial ownership interest as a buyer or seller of real property; however, this exclusion does not apply to real property to which any **Insured** has taken legal title solely for immediate resale and has entered into a written contract to sell not later than one hundred and eighty (180) days after taking legal title;
- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as an insurance agent or insurance broker;
- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as a mortgage banker or mortgage broker, including without limitation any one or more of the following activities:
  - i. the origination, purchase, processing, pooling, extension, brokering, restructuring, sale, termination, transfer and servicing of loans secured by real property or other collateral;
  - ii. collection of loan payments, remitting principal and investors owning the loans, maintaining insurance, paying real estate taxes and hazard insurance premiums, managing delinquencies and defaults;
  - iii. payoff calculations and collections including penalties, yield maintenance fees and defeasance fees;
  - iv. bankruptcy foreclosures, loan workouts and sale of real estate and other loan collateral owned;
  - v. managing borrower escrow and reserve funds including establishing interest bearing accounts and processing reserve disbursement requests in accordance with the underlying loan documents;
  - vi. providing information, advice or counseling in connection with any of the above activities;
- alleging, based upon, arising out of, or attributable to or connected with the performance of or failure to perform services as an escrow agent, title agent or title abstractor;
- alleging, based upon, arising out of, or attributable to the performance of or failure to perform services as a property developer, builder or construction manager;
- alleging, based upon, arising out of, or attributable to the commingling or improper use of, or failure to properly segregate or safeguard funds;

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Property Manager and Real Estate Endorsement (Lockbox, Pollutants)**

It is agreed that:

1. Item 7 of the Declarations is amended by adding the following:

The sale and/or listing of residential property that is owned by an agent, independent contractor, broker or employee of the **Named Insured**, but only when the sale and/or listing is handled by an agent or broker who has no ownership interest in the property.

2. Section III, Exclusions, is amended as follows:

- A. Exclusion B is amended by adding the following:

However, this exclusion shall not apply to **Property Damage** arising out of a **Wrongful Act** committed by the **Insured** in the performance of providing services involving the use and operation of a Lockbox, subject to a sub-limit of liability of \$\_\_\_\_\_ each **Claim** and per **Policy Period** in the aggregate. This sub-limit of liability shall be part of and not in addition to the Limits of Liability otherwise stated in Item 3 of the Declarations, and will in no way serve to increase the **Company's** Limits of Liability as therein provided;

- B. Exclusion M is amended by adding the following:

However, this exclusion shall not apply to **Claims** for **Wrongful Acts** involving the **Insured's** unintentional failure to disclose the existence of **Pollutants**, subject to a sub-limit of liability of \$\_\_\_\_\_ each **Claim** and per **Policy Period** in the aggregate. This sub-limit of liability is part of and not in addition to the Limits of Liability otherwise stated in Item 3 of the Declarations, and will in no way serve to increase the **Company's** Limits of Liability as therein provided;

- C. The following additional exclusions are added:

- alleging, based upon, arising out of, or attributable to representations or warranties, expressed, implied or otherwise made by the **Insured**, pertaining to the guarantee of future value of real property;
- alleging, based upon, arising out of, or attributable to the formulation, promotion, offer, sale or management of any limited or general partnership or any interest therein;
- alleging, based upon, arising out of, or attributable to the failure to effect or maintain any insurance or bond;
- alleging, based upon, arising out of, or attributable to any transaction in which any **Insured** has a direct or indirect beneficial ownership interest as a buyer or seller of real property; however, this exclusion does not apply to real property to which any **Insured** has taken legal title solely for immediate resale and has entered into a written contract to sell not later than one hundred and eighty (180) days after taking legal title;
- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as an insurance agent or insurance broker;

- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as an mortgage banker or mortgage broker, including without limitation any one or more of the following activities:
  - i. the origination, purchase, processing, pooling, extension, brokering, restructuring, sale, termination, transfer and servicing of loans secured by real property or other collateral;
  - ii. collection of loan payments, remitting principal and investors owning the loans, maintaining insurance, paying real estate taxes and hazard insurance premiums, managing delinquencies and defaults;
  - iii. payoff calculations and collections including penalties, yield maintenance fees and defeasance fees;
  - iv. bankruptcy foreclosures, loan workouts and sale of real estate and other loan collateral owned;
  - v. managing borrower escrow and reserve funds including establishing interest bearing accounts and processing reserve disbursement requests in accordance with the underlying loan documents;
  - vi. providing information, advice or counseling in connection with any of the above activities;
- alleging, based upon, arising out of, or attributable to or connected with the performance of or failure to perform services as an escrow agent, title agent or title abstractor;
- alleging, based upon, arising out of, or attributable to the performance of or failure to perform services as a property developer, builder or construction manager;
- alleging, based upon, arising out of, or attributable to the commingling or improper use of, or failure to properly segregate or safeguard funds;

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Property Manager and Real Estate Endorsement**

It is agreed that:

1. Item 7 of the Declarations is amended by adding the following:

The sale and/or listing of residential property that is owned by an agent, independent contractor, broker or employee of the **Named Insured**, but only when the sale and/or listing is handled by an agent or broker who has no ownership interest in the property.

2. Section III, Exclusions, is amended by adding the following exclusions:

- alleging, based upon, arising out of, or attributable to representations or warranties, expressed, implied or otherwise made by the **Insured**, pertaining to the guarantee of future value of real property;
- alleging, based upon, arising out of, or attributable to the formulation, promotion, offer, sale or management of any limited or general partnership or any interest therein;
- alleging, based upon, arising out of, or attributable to the failure to effect or maintain any insurance or bond;
- alleging, based upon, arising out of, or attributable to any transaction in which any **Insured** has a direct or indirect beneficial ownership interest as a buyer or seller of real property; however, this exclusion does not apply to real property to which any **Insured** has taken legal title solely for immediate resale and has entered into a written contract to sell not later than one hundred and eighty (180) days after taking legal title;
- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as an insurance agent or insurance broker;
- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as a mortgage banker or mortgage broker, including without limitation any one or more of the following activities:
  - i. the origination, purchase, processing, pooling, extension, brokering, restructuring, sale, termination, transfer and servicing of loans secured by real property or other collateral;
  - ii. collection of loan payments, remitting principal and investors owning the loans, maintaining insurance, paying real estate taxes and hazard insurance premiums, managing delinquencies and defaults;
  - iii. payoff calculations and collections including penalties, yield maintenance fees and defeasance fees;
  - iv. bankruptcy foreclosures, loan workouts and sale of real estate and other loan collateral owned;
  - v. managing borrower escrow and reserve funds including establishing interest bearing accounts and processing reserve disbursement requests in accordance with the underlying loan documents;
  - vi. providing information, advice or counseling in connection with any of the above activities;

- alleging, based upon, arising out of, or attributable to or connected with the performance of or failure to perform services as an escrow agent, title agent or title abstractor;
- alleging, based upon, arising out of, or attributable to the performance of or failure to perform services as a property developer, builder or construction manager;
- alleging, based upon, arising out of, or attributable to the commingling or improper use of, or failure to properly segregate or safeguard funds;

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Property Manager and Real Estate Endorsement  
(Without Failure To Maintain Insurance Exclusion)**

It is agreed that:

- Item 7 of the Declarations is amended by adding the following:

The sale and/or listing of residential property that is owned by an agent, independent contractor, broker or employee of the **Named Insured**, but only when the sale and/or listing is handled by an agent or broker who has no ownership interest in the property.

- Section III, Exclusions, is amended by adding the following exclusions:

- alleging, based upon, arising out of, or attributable to representations or warranties, expressed, implied or otherwise made by the **Insured**, pertaining to the guarantee of future value of real property;
- alleging, based upon, arising out of, or attributable to the formulation, promotion, offer, sale or management of any limited or general partnership or any interest therein;
- alleging, based upon, arising out of, or attributable to any transaction in which any **Insured** has a direct or indirect beneficial ownership interest as a buyer or seller of real property; however, this exclusion does not apply to real property to which any **Insured** has taken legal title solely for immediate resale and has entered into a written contract to sell not later than one hundred and eighty (180) days after taking legal title;
- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as an insurance agent or insurance broker;
- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as a mortgage banker or mortgage broker, including without limitation any one or more of the following activities:
  - i. the origination, purchase, processing, pooling, extension, brokering, restructuring, sale, termination, transfer and servicing of loans secured by real property or other collateral;
  - ii. collection of loan payments, remitting principal and investors owning the loans, maintaining insurance, paying real estate taxes and hazard insurance premiums, managing delinquencies and defaults;
  - iii. payoff calculations and collections including penalties, yield maintenance fees and defeasance fees;
  - iv. bankruptcy foreclosures, loan workouts and sale of real estate and other loan collateral owned;
  - v. managing borrower escrow and reserve funds including establishing interest bearing accounts and processing reserve disbursement requests in accordance with the underlying loan documents;
  - vi. providing information, advice or counseling in connection with any of the above activities;

- alleging, based upon, arising out of, or attributable to or connected with the performance of or failure to perform services as an escrow agent, title agent or title abstractor;
- alleging, based upon, arising out of, or attributable to the performance of or failure to perform services as a property developer, builder or construction manager;
- alleging, based upon, arising out of, or attributable to the commingling or improper use of, or failure to properly segregate or safeguard funds;

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Notice – General Counsel, Risk Manager**

It is agreed that Section VI, Conditions, subsection A, Notice, numbered paragraph 1 is deleted in its entirety and the following is inserted:

1. The **Insureds** shall, as a condition precedent to their rights under this **Policy**, give to the **Company** written notice of any **Claim** made against the **Insureds** as soon as practicable after the **Named Insured's** General Counsel or Risk Manager is first made aware of such **Claim**, but in no event later than 30 days after: (i) the end of the **Policy Period**, or (ii) with respect to **Claims** first made during any applicable Automatic or Optional **Extended Reporting Period**, the end of such Automatic or Optional **Extended Reporting Period**.

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Notice – General Counsel**

It is agreed that Section VI, Conditions, subsection A, Notice, numbered paragraph 1 is deleted in its entirety and the following is inserted:

1. The **Insureds** shall, as a condition precedent to their rights under this **Policy**, give to the **Company** written notice of any **Claim** made against the **Insureds** as soon as practicable after the **Named Insured's** General Counsel is first made aware of such **Claim**, but in no event later than 30 days after: (i) the end of the **Policy Period**, or (ii) with respect to **Claims** first made during any applicable Automatic or Optional **Extended Reporting Period**, the end of such Automatic or Optional **Extended Reporting Period**.

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Notice – Risk Manager**

It is agreed that Section VI, Conditions, subsection A, Notice, numbered paragraph 1 is deleted in its entirety and the following is inserted:

1. The **Insureds** shall, as a condition precedent to their rights under this **Policy**, give to the **Company** written notice of any **Claim** made against the **Insureds** as soon as practicable after the **Named Insured's** Risk Manager is first made aware of such **Claim**, but in no event later than 30 days after: (i) the end of the **Policy Period**, or (ii) with respect to **Claims** first made during any applicable Automatic or Optional **Extended Reporting Period**, the end of such Automatic or Optional **Extended Reporting Period**.

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Employed Lawyers**

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

1. Section I, Insuring Agreement and Defense, subsection A, Insuring Agreement, is deleted in its entirety and the following is inserted:

- A. Errors and Omissions Insurance

The **Company** will pay on behalf of the **Insured** all sums in excess of the Retention that the **Insured** shall become legally obligated to pay as **Damages** and **Claims Expenses** because of a **Claim** first made against the **Insured** and reported to the **Company** during the **Policy Period** by reason of a **Wrongful Act** committed on or subsequent to the **Retroactive Date** and before the end of the **Policy Period**.

- B. **Employed Lawyer's** Insurance

1. **Employed Lawyers' Coverage**

The **Company** will pay on behalf of the **Employed Lawyer** all sums in excess of the Retention which the **Employed Lawyer** shall become legally obligated to pay as **Damages** and **Claims Expenses** because of a **Claim** first made against the **Employed Lawyer** and reported to the **Company** in writing during the **Policy Period** by reason of a **Wrongful Act** in the **Employed Lawyer's** performance of or failure to perform **Professional Services** except to the extent that the **Named Insured** has indemnified the **Employed Lawyer** for such **Damages** or **Claim Expenses**. However, the **Wrongful Act** must have been committed on or subsequent to the **Retroactive Date** specified in Item 6 of the Declarations and before the end of the **Policy Period**.

2. **Company Indemnification of Employed Lawyers Coverage**

The **Company** will pay on behalf of the **Named Insured** in excess of the Retention all **Damages** and **Claim Expenses** for which the **Named Insured** is required or permitted by law to indemnify an **Employed Lawyer** because of a **Claim** first made against the **Employed Lawyer** and reported in writing to the **Company** during the **Policy Period** by reason of a **Wrongful Act** in the **Employed Lawyer's** performance of or failure to perform **Professional Services**. However, the **Wrongful Act** must have been committed on or subsequent to the **Retroactive Date** specified in Item 6 of the Declarations and before the end of the **Policy Period**.

2. Solely with respect to the Employed Lawyers Insuring Agreement afforded by this endorsement, subsection II, Definitions, is amended as follows:

- a. The following definition is added:

- **Employed Lawyer** means:

1. those **Insureds** admitted to practice law who were, now are or shall be employed by the **Named Insured** as full time or part time salaried lawyers and independent contractors and who are natural persons, but solely while performing **Professional Services** on behalf of the **Named Insured**;

2. those employees of the **Named Insured** who are not admitted to practice law who were, now are, or shall be employed as assistants of any **Employed Lawyer** described paragraph 1 above, but solely while acting under the direction and control of such **Employed Lawyer** performing **Professional Services**.

b. The following definitions are amended:

1. Subsection P, the definition of **Professional Services**, is deleted in its entirety and the following is inserted:

P. **Professional Services** means only those services rendered by an **Employed Lawyer** as a lawyer, including eleemosynary (pro bono) services rendered by an **Employed Lawyer** where, at the time of retention, the appropriate committee or lawyer within the **Named Insured** approved such services as a matter that would be handled without compensation.

2. Subsection T, the definition of **Wrongful Act**, is amended as follows:

- a. The word "**Insured**" at line two is deleted and the phrase "**Employed Lawyer**" is inserted.
- b. The phrase "or by any other person or entity for whom the **Insured** is legally liable" is deleted.

3. Solely with respect to the Employed Lawyers Insuring Agreement afforded by this endorsement, Section III, Exclusions, is amended as follows:

a. The following exclusions are added:

- by, on behalf of, or for the benefit of the **Insured**, or by any security holder of the **Insured**, whether directly or derivatively, except where such **Claim** is made by a security holder of the **Insured** who is acting totally independently of, and totally without the solicitation, assistance, participation or intervention of the **Named Insured**;
- alleging, based upon, arising out of, or attributable to the discharge of an **Insured's** duties as director or officer of the **Named Insured**; provided, however, this exclusion shall not apply to the extent such **Claim** is for improperly rendering or failing to render **Professional Services**;
- by or on behalf of any **Insured**, except and to the extent such **Claim** is in the form of a cross claim, third party claim or **demand** for contribution or indemnity which is part of and results directly from a **Claim** which is not otherwise excluded under this **Policy**;

b. Subsection B is amended by adding the following:

or harassment, misconduct or discrimination because of age, race, creed, color, sex, national origin, religion, disability, marital status or sexual preference;

4. Solely with respect to the Employed Lawyers Insuring Agreement afforded by this endorsement, Section V, Limits of Liability and Retention, is amended by deleting subsection B, Retention, and inserting the following:

B. Retentions

#### **Employed Lawyers' Coverage Retention**

Solely with respect to Insuring Agreement A1, **Employed Lawyers** Coverage, the **Company** shall only be liable for **Damages** or **Claim Expenses** which are in excess of the **Employed Lawyers** Retention specified below. This Retention shall apply to each **Wrongful Act** and shall be borne by the **Insureds** and remain uninsured. For purposes of the Retention, **Claims** arising out of the same **Wrongful Act** or out of continuous, repeated or **Interrelated Wrongful Acts** shall be considered as arising out of one **Wrongful Act**, and only one **Employed Lawyers** Retention amount shall apply thereto. This **Employed Lawyers** Retention is separate from and will not be used to satisfy the requirements of the Retention as otherwise set forth in the Declarations.

**Company** Indemnification Retention

Solely with respect to Insuring Agreement A2, **Company** Indemnification of **Employed Lawyers** Coverage, the **Company** shall only be liable for **Damages** or **Claim Expenses** which are in excess of the **Company** Indemnification Retention specified below. This Retention shall apply to each **Wrongful Act** and shall be borne by the **Insureds** and remain uninsured. For purposes of the Retention, **Claims** arising out of the same **Wrongful Act** or out of continuous, repeated or interrelated **Wrongful Acts** shall be considered as arising out of one **Wrongful Act**, and only one **Company** Indemnification Retention amount shall apply thereto. This **Company** Indemnification Retention is separate from and will not be used to satisfy the requirements of the Retention as otherwise set forth in the Declarations.

\$ \_\_\_\_\_ **Employed Lawyers** Retention

\$ \_\_\_\_\_ **Company** Indemnification Retention

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Home Inspector Endorsement**

It is agreed that Section III, Exclusions, is amended by adding the following additional exclusions:

- alleging, based upon, arising out of or attributable to the **Insured's** failure to discover the presence of insects or rodents or damage caused by insects or rodents unless such damage can be detected by a visual inspection that does not require the moving of furniture, rugs, fixtures, appliances or anything which is nailed, bolted or screwed and does not require drilling holes or performing any test that requires damaging or destroying the item being tested;
- alleging, based upon, arising out of or attributable to:
  1. asbestos, or
  2. any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure to asbestos;
- alleging, based upon, arising out of or attributable to :
  1. lead, or
  2. any actual or alleged lead related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of lead or exposure to lead;
- alleging, based upon, arising out of or attributable to geophysical surveys, surveys of subsurface conditions or ground testing;
- alleging, based upon, arising out of or attributable to express warranties or guarantees, estimates of probable construction costs or cost estimates being exceeded;

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Market Research Endorsement**

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

1. Section III, Exclusions, is amended by adding the following exclusions:
  - alleging, based upon, arising out of, or attributable to the interpretive analysis of **Market Research** data;
  - alleging, based upon, arising out of, or attributable to the intentional misuse of confidential or proprietary information;
2. Section II, Definitions, is amended by adding the following definitions:
  - **Market Research** means the gathering and statistical evaluation of data regarding consumer preferences for products and services. Data collection may be performed by the use of (i) surveys, which is an inspection, investigation or research, or (ii) polling which is gathering of public opinion.

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**LIMIT OF LIABILITY AMENDED, CONTRACT SPECIFIC**

It is agreed that solely with respect to **Claims** first made on or after the effective date of this endorsement and alleging, based upon, arising out of, or attributable to all or any part of the **Designated Contract** specified below (hereinafter, "**Designated Contract Claims**"), the **Policy** is amended as follows:

1. Subject to the additional terms and conditions of this endorsement referenced below, Item 3 of the Declarations is amended to include the following:

Item 3. Limit of Liability (including **Claims Expenses**)

\$\_\_\_\_\_ Aggregate **Designated Contract** Limit

**Designated Contract:**

Contract Name: \_\_\_\_\_

Contract Location: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Description of Contract: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. It is further understood and agreed that the Aggregate **Designated Contract** Limit set forth in this endorsement above shall be available only for payment of covered **Designated Contract Claims**, and, together with the Aggregate Limit of Liability stated in Item 3 of the Declarations, shall be the maximum aggregate liability of the **Company** for all **Damages** and **Claims Expenses** because of all **Designated Contract Claims**, including all **Claims** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**. The Aggregate **Designated Contract** Limit shall be available only upon complete exhaustion of the Aggregate Limit of Liability set forth in Item 3, whether the exhaustion results from the payment of **Damages** or **Claims Expenses** involving the **Designated Contract** specified above, or **Damages** or **Claims Expenses** unrelated to the **Designated Contract**, or a combination thereof.

3. Item 6 of the Declarations, **Retroactive Date**, is deleted in its entirety and the following is inserted:

Item 6. **Retroactive Date** (if applicable): \_\_\_\_\_

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

\_\_\_\_\_  
Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Property Manager Endorsement (Failure To Effect Or Maintain Insurance Exclusion Deleted)**

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

- alleging, based upon, arising out of, or attributable to representations or warranties, expressed, implied or otherwise made by the **Insured**, pertaining to the guarantee of future value of real property;
- alleging, based upon, arising out of, or attributable to the formulation, promotion, offer, sale or management of any limited or general partnership or any interest therein;
- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as an insurance agent or insurance broker;
- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as a mortgage banker or mortgage broker, including without limitation any one or more of the following activities:
  - i. the origination, purchase, processing, pooling, extension, brokering, restructuring, sale, termination, transfer and servicing of loans secured by real property or other collateral;
  - ii. collection of loan payments, remitting principal and investors owning the loans, maintaining insurance, paying real estate taxes and hazard insurance premiums, managing delinquencies and defaults;
  - iii. payoff calculations and collections including penalties, yield maintenance fees and defeasance fees;
  - iv. bankruptcy foreclosures, loan workouts and sale of real estate and other loan collateral owned;
  - v. managing borrower escrow and reserve funds including establishing interest bearing accounts and processing reserve disbursement requests in accordance with the underlying loan documents;
  - vi. providing information, advice or counseling in connection with any of the above activities;
- alleging, based upon, arising out of, or attributable to or connected with the performance of or failure to perform services as an escrow agent, title agent or title abstractor;
- alleging, based upon, arising out of, or attributable to the performance of or failure to perform services as a real estate agent/broker property developer, builder or construction manager;
- alleging, based upon, arising out of, or attributable to the commingling or improper use of, or failure to properly segregate or safeguard funds;

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Property Manager Endorsement**

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

- alleging, based upon, arising out of, or attributable to representations or warranties, expressed, implied or otherwise made by the **Insured**, pertaining to the guarantee of future value of real property;
- alleging, based upon, arising out of, or attributable to the formulation, promotion, offer, sale or management of any limited or general partnership or any interest therein;
- alleging, based upon, arising out of, or attributable to the failure to effect or maintain any insurance or bond;
- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as an insurance agent or insurance broker;
- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as an mortgage banker or mortgage broker, including without limitation any one or more of the following activities:
  - i. the origination, purchase, processing, pooling, extension, brokering, restructuring, sale, termination, transfer and servicing of loans secured by real property or other collateral;
  - ii. collection of loan payments, remitting principal and investors owning the loans, maintaining insurance, paying real estate taxes and hazard insurance premiums, managing delinquencies and defaults;
  - iii. payoff calculations and collections including penalties, yield maintenance fees and defeasance fees;
  - iv. bankruptcy foreclosures, loan workouts and sale of real estate and other loan collateral owned;
  - v. managing borrower escrow and reserve funds including establishing interest bearing accounts and processing reserve disbursement requests in accordance with the underlying loan documents;
  - vi. providing information, advice or counseling in connection with any of the above activities;
- alleging, based upon, arising out of, or attributable to or connected with the performance of or failure to perform services as an escrow agent, title agent or title abstractor;
- alleging, based upon, arising out of, or attributable to the performance of or failure to perform services as a real estate agent, real estate broker, property developer, builder or construction manager;
- alleging, based upon, arising out of, or attributable to the commingling or improper use of, or failure to properly segregate or safeguard funds;

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

---

Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Real Estate Appraiser Endorsement**

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

- alleging, based upon, arising out of, or attributable to representations or warranties, expressed, implied or otherwise made by the **Insured**, pertaining to the guarantee of future value of real property;
- alleging, based upon, arising out of, or attributable to the formulation, promotion, offer, sale or management of any limited or general partnership or any interest therein;
- alleging, based upon, arising out of, or attributable to the failure to effect or maintain any insurance or bond;
- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as an insurance agent or insurance broker;
- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as an investment advisor;
- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as a mortgage banker or mortgage broker, including without limitation any one or more of the following activities:
  - i. the origination, purchase, processing, pooling, extension, brokering, restructuring, sale, termination, transfer and servicing of loans secured by real property or other collateral;
  - ii. collection of loan payments, remitting principal and investors owning the loans, maintaining insurance, paying real estate taxes and hazard insurance premiums, managing delinquencies and defaults;
  - iii. payoff calculations and collections including penalties, yield maintenance fees and defeasance fees;
  - iv. bankruptcy foreclosures, loan workouts and sale of real estate and other loan collateral owned;
  - v. managing borrower escrow and reserve funds including establishing interest bearing accounts and processing reserve disbursement requests in accordance with the underlying loan documents;
  - vi. providing information, advice or counseling in connection with any of the above activities;
- alleging, based upon, arising out of, or attributable to or connected with the performance of or failure to perform services as an escrow agent, title agent or title abstractor;
- alleging, based upon, arising out of, or attributable to the performance of or failure to perform services as a property developer, builder or construction manager;
- alleging, based upon, arising out of, or attributable to the commingling or improper use of, or failure to properly segregate or safeguard funds;
- alleging, based upon, arising out of, or attributable to any transaction in which any **Insured** has a direct or indirect beneficial ownership interest as a buyer or seller of real property.

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

\_\_\_\_\_  
Authorized Representative



- ACE American Insurance Company
- Illinois Union Insurance Company
- Westchester Fire Insurance Company
- Westchester Surplus Lines Insurance Company

# ACE Advantage<sup>®</sup>

## CONSTRUCTION MANAGERS SUPPLEMENTAL APPLICATION

**COMPLETE THIS APPLICATION ONLY IF REQUESTING COVERAGE FOR CONSTRUCTION MANAGERS ERRORS AND OMISSIONS LIABILITY COVERAGE.** Please submit with the ACE Advantage<sup>®</sup> Miscellaneous Professional Liability Application. Please complete in ink. A principal must sign both the supplement and the miscellaneous professional liability application.

**THIS APPLICATION IS FOR A CLAIMS-MADE INSURANCE POLICY.**

**Instructions to the applicant:**

- Please answer all questions. This information is required to make an underwriting and pricing evaluation. Your answers hereunder are considered material to that evaluation.
- If a question is not applicable, state N/A. If more space is required, please attach a separate exhibit with the question number.
- Application must be signed and dated by an authorized person of the company.

1. Applicant name \_\_\_\_\_

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

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

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

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

4. Under what circumstances does the firm provide contract negotiation services for materials, labor or equipment? \_\_\_\_\_  
(Attach another sheet if necessary)

5. Under what circumstances does the firm offer services relative to investment analysis (inclusive of market climate), financing alternatives, or securing or procuring real property? \_\_\_\_\_  
(Attach another sheet if necessary)
6. Has the firm ever stopped work on a jobsite, without prior approval from the owner?  Yes  No  
(If yes, please explain). \_\_\_\_\_  
(Attach another sheet if necessary)

**NOTICE TO ARKANSAS, LOUISIANA AND WEST VIRGINIA APPLICANTS:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**NOTICE TO COLORADO APPLICANTS:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**NOTICE TO DISTRICT OF COLUMBIA APPLICANTS:** WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

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

**NOTICE TO KENTUCKY APPLICANTS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**NOTICE TO MAINE APPLICANTS:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**NOTICE TO MARYLAND APPLICANTS:** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**NOTICE TO NEW JERSEY APPLICANTS:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**NOTICE TO NEW MEXICO APPLICANTS:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

**NOTICE TO NEW YORK APPLICANTS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

**NOTICE TO OHIO APPLICANTS:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**NOTICE TO OKLAHOMA APPLICANTS:** 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.

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

**NOTICE TO PENNSYLVANIA APPLICANTS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**NOTICE TO TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

**NOTICE TO ALL OTHER APPLICANTS:**

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

This Supplemental Application shall be maintained on file by the Company, shall be deemed attached as if physically attached to the proposed Policy and shall be considered as incorporated into and constituting a part of the Application and the proposed Policy.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Broker: \_\_\_\_\_

Address: \_\_\_\_\_



- ACE American Insurance Company
- Illinois Union Insurance Company
- Westchester Fire Insurance Company
- Westchester Surplus Lines Insurance Company

**ACE Advantage<sup>®</sup>**  
**ESCROW AGENT**  
**SUPPLEMENTAL APPLICATION**

**COMPLETE THIS APPLICATION ONLY IF REQUESTING COVERAGE FOR ESCROW AGENTS ERRORS AND OMISSIONS LIABILITY COVERAGE.** Please submit with the ACE Advantage<sup>®</sup> Miscellaneous Professional Liability Application. Please complete in ink. A principal must sign both the supplement and the miscellaneous professional liability application.

**THIS APPLICATION IS FOR A CLAIMS-MADE INSURANCE POLICY.**

**Instructions to the applicant:**

- Please answer all questions. This information is required to make an underwriting and pricing evaluation. Your answers hereunder are considered material to that evaluation.
- If a question is not applicable, state N/A. If more space is required, please attach a separate exhibit with the question number.
- Application must be signed and dated by an authorized person of the company.

1. Applicant name \_\_\_\_\_
  
2. Do any of Applicant's principals, partners, officers, directors or managers have at least three year's of experience as an escrow agent?  Yes  No  
 If no, please attach resumes of key personnel providing services as an escrow agent.
  
3.
  - a. Please describe the type(s) escrow/closing/settlement services performed by the Applicant: \_\_\_\_\_
  
  - b. What were the gross fees received for escrow/closing/settlement services over the past fiscal year? \$\_\_\_\_\_
  
  - c. What was the average number of escrows/closings/settlements handled by the Applicant over the past fiscal year? \_\_\_\_\_
  
  - d. What was the average value of properties for which escrow services were performed over the past fiscal year? \$\_\_\_\_\_
  
4.
  - a. Are the Applicant's escrow agents required to have a valid license in all states in which escrow services are provided?  Yes  No
  
  - b. Are all independent contractors and/or subcontractors utilized by the Applicant to provide escrow services required to have a valid license in all states in which escrow services are provided?  Yes  No
  
  - c. Have background checks been performed for all employees providing services as an escrow agent?  Yes  No
  
  - d. Have background checks been performed for all subcontractors and/or independent contractors providing services as an escrow agent?  Yes  No

5. Are controls/procedures in place to ensure that:
- a. Closing transactions are performed pursuant to written instruction only?  Yes  No
  - b. A standardized closing/escrow checklist is used?  Yes  No
  - c. Applicant documents and obtains signatures from all parties when making changes or deviating from the original escrow contract?  Yes  No
  - d. Internal audit of escrow files prior to closing?  Yes  No
  - e. External audit conducted by a third party?  Yes  No
  - f. Cashier's check or "good funds" are required at closing?  Yes  No
  - g. Title underwriter has audited records?  Yes  No
  - h. Receipt of funds prior to closing, including written verification of wire transfer?  Yes  No
  - i. Conduct post filing title search to ensure all filings made by the Applicant are recorded and part of the public record?  Yes  No
- If no, please indicate how all applicant filings are confirmed as recorded and part of the public record:  
\_\_\_\_\_
6. Does any one client represent over 25% of the Applicant's annual revenues?  Yes  No  
If yes, please explain: \_\_\_\_\_

**NOTICE TO ARKANSAS, LOUISIANA AND WEST VIRGINIA APPLICANTS:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**NOTICE TO COLORADO APPLICANTS:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**NOTICE TO DISTRICT OF COLUMBIA APPLICANTS:** WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

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

**NOTICE TO KENTUCKY APPLICANTS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

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**NOTICE TO MARYLAND APPLICANTS:** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**NOTICE TO NEW JERSEY APPLICANTS:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

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**NOTICE TO OHIO APPLICANTS:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**NOTICE TO OKLAHOMA APPLICANTS:** 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.

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

**NOTICE TO PENNSYLVANIA APPLICANTS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**NOTICE TO TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

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This Supplemental Application shall be maintained on file by the Company, shall be deemed attached as if physically attached to the proposed Policy and shall be considered as incorporated into and constituting a part of the Application and the proposed Policy.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Broker: \_\_\_\_\_

Address: \_\_\_\_\_



- ACE American Insurance Company
- Illinois Union Insurance Company
- Westchester Fire Insurance Company
- Westchester Surplus Lines Insurance Company

**ACE Advantage<sup>®</sup>**  
**FORECLOSURE AGENT**  
**SUPPLEMENTAL APPLICATION**

**COMPLETE THIS APPLICATION ONLY IF REQUESTING COVERAGE FOR FORECLOSURE AGENT ERRORS AND OMISSIONS LIABILITY COVERAGE.** Please submit with the ACE Advantage<sup>®</sup> Miscellaneous Professional Liability Application. Please complete in ink. A principal must sign both the supplement and the miscellaneous professional liability application.

**THIS APPLICATION IS FOR A CLAIMS-MADE INSURANCE POLICY.**

**Instructions to the applicant:**

- Please answer all questions. This information is required to make an underwriting and pricing evaluation. Your answers hereunder are considered material to that evaluation.
- If a question is not applicable, state N/A. If more space is required, please attach a separate exhibit with the question number.
- Application must be signed and dated by an authorized person of the company.

1. Applicant name \_\_\_\_\_

2. Do any of Applicant's principals, partners, officers, directors or managers have at least five years of experience as a foreclosure agent?  Yes  No  
 If no, please attach resumes of key personnel providing foreclosure agent services.

3.

a. Please describe the type(s) foreclosure services performed by the Applicant:  
 \_\_\_\_\_

b. What was the average number of foreclosures handled by the Applicant over the past fiscal year? \_\_\_\_\_

c. What was the average value of properties foreclosed on over the past fiscal year? \$\_\_\_\_\_

d. Types of Foreclosures:

Judicial	_____%
Non-judicial	_____%

e. Please indicate types of property by percentage for which foreclosure services are performed:

- |                            |        |
|----------------------------|--------|
| 1. Commercial              | _____% |
| 2. Residential             | _____% |
| 3. Farm                    | _____% |
| 4. Industrial              | _____% |
| 5. Vacant                  | _____% |
| 6. Other (Please describe) | _____% |
- \_\_\_\_\_

4.

a. Are the Applicant's agents required to have a valid license in all states in which foreclosure services are provided?  Yes  No

b. Are all independent contractors and/or subcontractors utilized by the Applicant to provide foreclosure services required to have a valid license in all states in which foreclosure services are provided?  
 Yes  No

c. Please list all states in which the Applicant provides services:

\_\_\_\_\_

d. Please list industry associations/memberships with which the Applicant is affiliated:

\_\_\_\_\_

5. Does the Applicant have in house counsel or outside counsel review relevant statutory law and regulations to ensure compliance?  Yes  No If no, please describe how the Applicant ensures compliance with applicable laws and statutes:

\_\_\_\_\_

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This Supplemental Application shall be maintained on file by the Company, shall be deemed attached as if physically attached to the proposed Policy and shall be considered as incorporated into and constituting a part of the Application and the proposed Policy.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Broker: \_\_\_\_\_

Address: \_\_\_\_\_

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Amend Territory Provision**

It is agreed that any provision in this **Policy** pertaining to coverage to **Wrongful Acts** or **Claims** made or **Damages** or **Claims Expenses** sustained anywhere outside the United States of America is amended to add the following:

Such coverage shall only apply where legally permissible.

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

---

Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Limit of Liability Amended**

It is agreed that for the additional premium of \$ \_\_\_\_\_, the **Policy** is amended as follows:

- Item 3, Limit of Liability, of the Declarations page is deleted in its entirety the following is inserted:

Item 3. Limit of Liability (including **Claims Expenses**)

\$	Each <b>Claim</b>
\$	Aggregate Limit
\$	Disciplinary Proceeding <b>Claims Expenses</b> Aggregate Limit (in addition to the Each <b>Claim</b> and Aggregate Limits set forth above)

provided, however, that the above amended Limits of Liability shall solely apply to **Claims** first made after [FILL IN DATE]. Any **Claim** first made prior [FILL IN DATE], and all subsequent **Claims** that, pursuant to Section V, Limits Of Liability And Retention, are deemed to be the same **Claim** as a **Claim** first made prior to [FILL IN DATE], will be subject to the original **Limits of Liability** set forth in Item 3 of the Declarations page.

- Item 6, **Retroactive Date**, of the Declarations page is amended as follows:

Item 6. **Retroactive Date** (if applicable): [FILL IN DATE] solely for:

Each <b>Claim</b> Limit	\$	excess of	\$
Aggregate Limit	\$	excess of	\$
Disciplinary Proceeding			
<b>Claims Expenses</b> Aggregate Limit	\$	excess of	\$

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

---

Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Fair Credit Reporting Act and Fair Debt Collection Practices Act Coverage Extension**

It is agreed that Section II, Definitions, subsection T, the definition of **Wrongful Act** is deleted in its entirety and the following is inserted:

- T. **Wrongful Act** means any actual or alleged negligent act, error, omission, misstatement, misleading statement or **Personal Injury Offense** committed by the **Insured** or by any other person or entity for whom the **Insured** is legally liable in the performance of or failure to perform **Professional Services**, including, but not limited to, any violation of the Fair Credit Reporting Act 15 U.S.C. Section 1681, et. seq. ("FCRA"), or the Fair Debt Collection Practices Act ("FDCPA") 15 U.S.C. Section 1692, et. seq., or any similar laws of any state of the United States of America, or any amendments to such Acts, or any code changes, or any similar laws of any other country.

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Predatory Lending Exclusion**

It is agreed that:

1. Section III, Exclusions, is amended by adding the following exclusion:
  - alleging, based upon, arising out of, or attributable to predatory, abusive, unfair or deceptive mortgage lending practices ("**Predatory Lending**"), including without limitation, the following:
    - **Equity Stripping and Fee Packing;**
    - **Loan Flipping;**
    - **Refinancing of Special Mortgages;**
    - **Encouragement of Default;**
    - Financing single premium credit life, disability or unemployment insurance;
    - Negative amortization, involving a payment schedule where regular periodic payments result in an increase in the loan principal balance;
    - Balloon payments in short term transactions;
    - Improper prepayment penalties;
    - Improper post-default interest rate increases;
    - Loans made without regard to the consumer's inability to repay;
    - Pricing terms that result in the loan's being subject to the provisions of the Home Ownership and Equity Protection Act, 15 U.S.C. 1639 et seq.
    - Original principal balance of the loan in excess 125% of appraised value;
    - Payment schedules which consolidate more than two periodic payments and pay them in advance from the loan proceeds;
    - Payments to home improvement contractors under a home improvement contract from the proceeds of a residential mortgage loan other than by an instrument payable to the consumer, jointly to the consumer and the contractor, or through an independent third party escrow agent.
2. Section II, Definitions, is amended by adding the following definitions:
  - **Equity Stripping and Fee Packing** means repeat refinancings where a borrower's equity is depleted as a result of financing excessive fees for a loan or ancillary products.
  - **Loan Flipping** means repeat refinancings under circumstances where the relative terms of a new and refinanced loan and the cost of the new loan do not provide a tangible economic benefit to the borrower.
  - **Refinancing of Special Mortgages** means refinancing of a special subsidized mortgage that contains terms favorable to the borrower, with a loan that does not provide a tangible economic benefit to the borrower relative to the refinanced loan.
  - **Encouragement of Default** means encouraging a borrower to breach a contract and default on an existing loan prior to and in connection with the consummation of a loan that refinances all or part of the existing loan.

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Action Against the Company and Bankruptcy**

It is agreed that Section VI, Conditions, subsection H, Action Against the **Company** and Bankruptcy, is deleted and the following is inserted:

Action Against the **Company** and Bankruptcy

No action shall be brought against the **Company**, unless, as a condition precedent thereto, the **Insured** shall have fully complied with all the terms of this **Policy**, and the amount of the **Insured's** obligation to pay shall have been fully determined either by judgment against the **Insured** after actual trial and appeal or by written agreement of the **Insured**, the claimant and the **Company**. Bankruptcy or insolvency of any **Insured** or of the estate of any **Insured** shall not relieve the **Company** of its obligations nor deprive the **Company** of its rights or defenses under this **Policy**.

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Additional Insured Endorsement (Specified Retroactive Date)**

1. In consideration of the additional premium of \$\_\_\_\_, it is agreed that the **Policy** is amended as follows:

Section II, Definitions, subsection I, the definition of **Insured**, is amended by adding the following:

**Insured** shall also mean the following entity or individual listed below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Additional Insured**

2. Solely with respect to the Additional **Insured** listed directly above in this endorsement, Item 6 of the Declarations, **Retroactive Date**, is deleted in its entirety and the following is inserted:

Item 6. <b>Retroactive Date:</b> _____
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All other terms and conditions of this **Policy** remain unchanged.

\_\_\_\_\_  
Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Additional Insured Endorsement**

In consideration of the additional premium of \$\_\_\_\_\_, it is agreed that Section II, Definitions, subsection I, the definition of **Insured**, is amended by adding the following:

**Insured** shall also mean the following entity or individual listed below:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Additional **Insured**

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

\_\_\_\_\_  
Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Auctioneer Endorsement**

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

- alleging, based upon, arising out of or attributable to any actual or alleged commingling of funds;
- alleging, based upon, arising out of, or attributable to any **Insured** making warranties or guarantees as to the future value of investments or real property;
- alleging, based upon, arising out of, or attributable to a loss alleged to have been sustained through the fluctuation in the market value of any asset at auction;
- alleging, based upon, arising out of or attributable to the intentional misuse of confidential or proprietary information;

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Choice of Counsel By Named Insured (With Company's Consent), Insured Assumes Duty To Defend**

It is agreed that Section I, Insuring Agreement And Defense, subsection B, Defense, is amended as follows:

A. Numbered paragraph one is deleted in its entirety and the following is inserted, but solely for **Claims** first made on or after the effective date of this endorsement:

1. The **Insured**, and not the **Company**, shall have the right and duty to defend any covered **Claim** brought against any **Insured**, even if the **Claim** is groundless, false or fraudulent. However, the **Insured** agrees not to admit or assume liability or settle or negotiate to settle any **Claim** or incur any **Claims Expenses** without the prior written consent of the **Company**.

The **Insured** shall have the right to appoint counsel to investigate and defend any covered **Claim** as set forth below, however the right to appoint counsel shall not relieve the **Insured** of any reporting duties as required under this **Policy**. The **Insured** agrees to hire defense counsel to defend covered **Claims** as follows:

- i. The **Insured** can hire one of the following law firms to defend **Claims**, subject to rates charged by such firms which shall be negotiated and agreed-upon between the **Company** and such firm. These firms include:

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, or

- ii. The **Insured** can request that the **Company** recommend an alternative law firm not on the above list, and if the **Company** agrees to make such recommendation, the **Insured** may hire such recommended law firm to defend **Claims**, subject to rates charged by such firm which shall be negotiated and agreed-upon between the **Company** and such firm, or

- iii. The **Insured** can hire a law firm of its choosing, subject to the consent of the **Company** (which consent shall not be unreasonably withheld), and the **Company's** liability for **Claims Expenses** incurred as a result of the employment of such firm shall be limited to \$\_\_\_\_\_ per hour for a partner, and \$\_\_\_\_\_ per hour for an associate, subject to all other remaining **Policy** terms and conditions.

In all instances listed in paragraphs i through iii above, as condition precedent to coverage for **Claims Expenses**, any law firm employed to defend **Claims** must cooperate fully with the **Company**, bill only reasonable and necessary costs, charges, fees and expenses, and work in accordance with the **Company's** Litigation Management Program guidelines which will be provided to the **Named Insured** and selected counsel and, which are attached hereto and made a part of the **Policy**. The **Insured** and selected counsel shall cooperate fully with the **Company**, including but not limited to regularly apprising the **Company** of the status of any **Claim**.

If requested by the **Company**, the **Named Insured** shall ensure that counsel forward a copy of all statements for legal services incurred directly to the **Company**. Further, the **Company** shall have the right, at its own cost, to associate in the investigation and defense of a **Claim**, as it deems necessary.

- B. Numbered paragraph 2 is amended by deleting the first sentence of the paragraph and Inserting the following:  
"The **Company's** liability for all **Damages** and **Claims Expenses** ends if the **Insured** refuses to consent to a settlement acceptable to the claimant/plaintiff and the **Company**."
- C. Numbered paragraph 3 is amended by deleting the words "defend," and "defense," and inserting the phrases "pay **Claims Expenses**" and "payment of **Claims Expenses**" in place of each word respectively.

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Contingent Bodily Injury or Property Damage – Amend Exclusion B (Rendering Professional Services)**

It is agreed that Section III, Exclusions of the **Policy**, subsection B, is deleted in its entirety and the following is inserted:

- B. alleging, based upon, arising out of or attributable to any **Bodily Injury** or **Property Damage**. However, this exclusion does not apply where such **Claim** results from a **Wrongful Act** committed by the **Insured** provided that:
  - 1) such bodily injury or property damage has arisen out of the rendering or failure to render **Professional Services**
  - 2) there is no other insurance policy issued by any insurer applicable to such **Claim**.

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Contingent Bodily Injury or Property Damage With Sublimit – Amend Exclusion B (Rendering Professional Services)**

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

1. Section III, Exclusions, subsection B, is deleted in its entirety and the following is inserted:
  - B. alleging, based upon, arising out of or attributable to any **Bodily Injury** or **Property Damage**. However, this exclusion does not apply where such **Claim** results from a **Wrongful Act** committed by the **Insured** provided that:
    - 1) such bodily injury or property damage has arisen out of the rendering or failure to render **Professional Services**
    - 2) there is no other insurance policy issued by any insurer applicable to such **Claim**.

2. Section V, Limits of Liability And Retention, is amended by adding the following:

Solely with respect to that portion of any Claim attributable to Bodily Injury or Property Damage which is not excluded under Exclusion B (as amended herein) and is otherwise covered under the Policy, the maximum Limit of Liability for all Claims in the aggregate shall be \$\_\_\_\_\_ aggregate. This limit is a sublimit which shall be part of and not in addition to the otherwise applicable aggregate **Limit of Liability** stated in Item 4C of the Declarations, and will in no way serve to increase the **Insurer's** maximum liability under the **Policy**.

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Contingent Bodily Injury, Property Damage With Sublimit (Proximate Cause)**

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

1. Section III, Exclusions, is amended as follows:

a. Subsection B, is amended by adding the following:

However, this exclusion does not apply if the **Bodily Injury** or **Property Damage** results from a **Wrongful Act** committed by the **Insured** in the performance of **Professional Services**, provided that:

- 1) such **Wrongful Act** was not the proximate cause of such **Bodily Injury** or **Property Damage** and
- 2) there is no other policy applicable to such **Claim**.

b. The following exclusions are added, but solely with respect to coverage afforded by this endorsement:

- alleging, based upon, arising out of, or attributable to the ownership, maintenance, operation, use, loading of any motor vehicle, aircraft or watercraft owned or operated by or loaned to any **Insured**;
- for which the **Insured** or any carrier as his insurer may held liable under any workers' compensation, unemployed compensation or disability benefits law, or similar law;
- to indemnify or contribute with another employer for **Bodily Injury** to any employee of the **Insured** arising out of his or her employment by the **Insured**.

2. Section V, Limits of Liability And Retention, is amended by adding the following:

Solely with respect to that portion of any Claim attributable to Bodily Injury or Property Damage which is not excluded under Exclusion B (as amended herein) and is otherwise covered under the Policy, the maximum Limit of Liability for all **Claims** in the aggregate shall be \$\_\_\_\_\_ aggregate. This limit is a sublimit which shall be part of and not in addition to the otherwise applicable aggregate **Limit of Liability** stated in Item 4C of the Declarations, and will in no way serve to increase the **Insurer's** maximum liability under the **Policy**.

3. Section VI, Conditions, is amended by adding the following to subsection C, Other Insurance:

- It is a condition precedent to any coverage afforded by this endorsement that the **Named Insured** maintain in full force and effect during the **Policy Period** Comprehensive General Liability insurance, including Products/Completed Operations and Premises/Operations coverage, covering **Bodily Injury** and **Property Damage** in the amount of \$1,000,000 aggregate and applying to the **Named Insured's** operations.

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

\_\_\_\_\_  
Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Damages Definition Amended (Punitive Damages, Most Favorable Jurisdiction)**

It is agreed that Section II, Definitions, Subsection F, the definition of **Damages** is amended by deleting the last paragraph and inserting the following:

**Damages** includes punitive and exemplary damages and the multiplied portion of any multiple damage award to the extent such damages are insurable under the internal laws of the applicable jurisdiction that most favors coverage for such damages.

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Dishonest, Fraudulent, Criminal Malicious Act, Omission, Intentional, Knowing Violation Of The Law Exclusion Amended (Partial Severability, 1 – 4 Officers)**

It is agreed that Section III, Exclusions, subsections A is amended by adding the following:

This exclusion shall apply to any **Insured** who had knowledge of or participated in the aforementioned conduct. For purposes of this exclusion only:

- a. The knowledge of an **Insured Person** shall not be imputed to any other **Insured Person**;
- b. The knowledge of the **Named Insured's** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ (or the functional equivalent of such positions for the **Named Insured**) shall be imputed to any **Insured** that is an entity. The knowledge of any other **Insured**, other than the aforementioned officers or employees, shall not be imputed to another **Insured** entity.

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Limits of Liability Amended**

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

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

Item 3. Limits of Liability (including **Claims Expenses**)

- Limits of Liability for Coverage(s) Purchased:

	<u>Each Claim</u>	<u>Aggregate</u>
Ins. Agreement A, Errors and Omissions Coverage	\$	\$
Ins. Agreement B, Employed Lawyers	\$	\$

- Maximum **Policy** Aggregate Limit of Liability \$

- Disciplinary Proceeding Claims Expenses** Aggregate Limit (in addition to the Each **Claim** and Aggregate Limits set forth above) \$

- Section V, Limits of Liability and Retention, subsection A, Limits, is deleted in its entirety and the following is inserted:

A. Limits

Regardless of the number of Insuring Agreements purchased, **Insureds** against whom **Claims** are brought, **Claims** made or persons or entities making **Claims**:

A. Limits of Liability for Coverage(s) Purchased

- The Each **Claim** Limit of Liability stated in Item 3A of the Declarations for an Insuring Agreement purchased is the **Company's** maximum liability under that Insuring Agreement for the sum of all **Damages** and all **Claim Expenses** because of each **Claim**, including each **Claim** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**.
- The Aggregate Limit of Liability stated in Item 3A of the Declarations for an Insuring Agreement purchased is the **Company's** maximum liability under that Insuring Agreement for the sum of all **Damages** and all **Claims Expenses** because of all **Claims**, including all **Claims** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**.
- All **Claims** arising out of the same **Wrongful Act** and all **Interrelated Wrongful Acts** of the **Insureds** shall be deemed to be one **Claim**, and such **Claim** shall be deemed to be first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period**.

4. **Claim Expenses** shall be part of and not in addition to the Aggregate Limit of Liability stated in Item 3A of the Declarations, and shall reduce such Aggregate Limit of Liability. If the Limit of Liability is exhausted by payment of **Damages** and **Claims Expenses**, the obligations of the **Company** under this **Policy** shall be completely fulfilled and extinguished. The **Company** is entitled to pay **Damages** and **Claims Expenses** as they become due and payable by the **Insureds**, without consideration of other future payment obligations.
5. The **Disciplinary Proceeding Claims Expenses** Aggregate Limit stated in Item 3C of the Declarations shall be the maximum aggregate liability of the **Company** for **Claims Expenses** for **Disciplinary Proceedings** for each **Policy Period** regardless of the number of **Disciplinary Proceedings** or **Insureds**. This limit is in addition to and is not part of the Each **Claim** Limit or the Aggregate Limit otherwise stated in Item 3 of the Declarations.

B. Maximum **Policy** Aggregate Limit of Liability

The Maximum Policy Aggregate Limit of Liability stated in Item 3B of the Declarations is the **Company's** maximum liability under all Coverages purchased for the sum of all **Damages** and all **Claim Expenses** because of all **Claims** under this Policy. **Claim Expenses** shall be part of and not in addition to the Maximum **Policy** Aggregate Limit of Liability stated in Item 3B of the Declarations, and shall reduce such Aggregate Limit of Liability

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Insurance Agent/Broker/Wholesaler/Premium Financier, Notary Public**

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

- Item 7 of the Declarations is deleted in its entirety and the following is inserted:

Item 7. **Professional Services:**

- Insurance Agent professional services
- Insurance Broker professional services
- Insurance Wholesaler professional services
- Insurance Surplus Lines Broker professional services
- Insurance Premium Financier professional services
- Notary Public professional services

- Section III, Exclusions, is amended by adding the following additional exclusions:

- alleging, based upon, arising out of, attributable to, or in connection with any governmental intervention, cease and desist order, insolvency, receivership, bankruptcy, licensing or liquidation of any organization (directly or indirectly) in which the **Insured** has placed or obtained insurance coverage or placed the funds of a client or account, however, this exclusion will not apply if at the time the **Insured** placed or obtained insurance coverage or placed the funds of a client or account the insurance carrier with whom such insurance was placed, or the entity where such funds were placed, received a financial rating of A or better by the A. M. Best Company, Inc.;
- alleging, based upon, arising out of, or attributable to the commingling or improper use of funds or accounts;
- alleging, based upon, arising out of, or attributable to the underwriting of insurance, including any decisions involving the classification, selection, and renewal of risks as well as the rates and premiums charged to insure or reinsure risks;
- alleging, based upon, arising out of, or attributable to sums received by any **Insured** and credited to any **Insured's** account;
- alleging, based upon, arising out of, or attributable to any dispute involving fees, premium, taxes, claims, commissions or brokerage monies;
- alleging, based upon, arising out of, or attributable to services performed by the **Insured** as a third party claim administrator, managing general agent, managing general underwriter, appraiser or insurance claims adjuster;

- alleging, based upon, arising out of, or attributable to the ownership, formation, creation, administration or operation of any health maintenance organization, preferred provider organization, insurance company, risk retention group, insurance pool, reciprocal, captive, self insurance program, or risk retention and risk purchasing group formed under the Federal Liability Retention Act of 1981 and 1986 as amended or any amendment thereto;

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Insured Amended – Specified Individual Or Entity Not Insured**

It is agreed that the **Policy** is amended at Section II, Definitions, subsection I, the definition of **Insured**, by adding the following:

Provided, however, notwithstanding anything in this subsection to the contrary, the definition of **Insured** shall not mean the following listed individual or entity:

\_\_\_\_\_

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

\_\_\_\_\_  
Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Item 7. Professional Services Amended**

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

Item 7. **Professional Services:**

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Limits Amended, Retroactive Date Amended (Specified Layer)**

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

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

Item 3. Limit of Liability (including **Claims Expenses**)

\$                Each **Claim**

\$                Aggregate Limit

\$ 5,000.00    **Disciplinary Proceeding Claims Expenses** Aggregate Limit (in addition to the Each **Claim** and Aggregate Limits set forth above)

- Solely with respect to that portion of the Aggregate Limit of Liability set forth in Item 3 of the Declarations which is \$\_\_\_\_\_ excess of \$\_\_\_\_\_, Item 6 of the Declarations is deleted in its entirety and the following is inserted:

Item 6.        **Retroactive Date** (if applicable): \_\_\_\_\_

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Limits Amended**

It is agreed that the **Policy** is amended by deleting Item 3 of the Declarations in its entirety and inserting the following:

Item 3. Limit of Liability (including **Claims Expenses**)

\$ Each **Claim**

\$ Aggregate Limit

\$ 5,000.00 **Disciplinary Proceeding Claims Expenses** Aggregate Limit (in addition to the Each **Claim** and Aggregate Limits set forth above)

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Material Changes In Conditions – Acquisition Threshold Amended**

It is agreed that section VII, Material Changes In Conditions, subsection A of the **Policy** is amended by deleting the phrase “exceeds 10%” and inserting the phrase “exceeds \_\_\_\_\_%”.

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Material Change In Conditions – Acquisition of the Named Insured**

It is agreed that solely with respect to the acquisition of the **Named Insured** by \_\_\_\_\_ section VII, Material Changes In Conditions, subsection B of the **Policy** is amended by deleting the following phrase:

“, but only with respect to **Claims** for **Wrongful Acts** taking place before such event. Coverage under this **Policy** will cease as of the effective date of such event with respect to **Claims** for **Wrongful Acts** taking place after such event”.

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Medical Malpractice Exclusion**

It is agreed that Section III, Exclusions, is amended by adding the following additional exclusion:

- alleging, based upon, arising out of, or attributable to medical professional malpractice including, but not limited to, the rendering or failure to render medical professional services;

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Owned Affiliated Endorsement**

It is agreed that Section III, Exclusions, subsection D, is deleted in its entirety and the following is inserted:

- D. alleging, based upon, arising out of or attributable to the performance or failure to perform **Professional Services** for any person or entity:
- which is owned by or controlled by any **Insured**; or,
  - which owns or controls any **Insured**; or,
  - which is affiliated with any **Insured** through any common ownership or control; or,
  - in which any **Insured** is a director, officer partner or principal stockholder.

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Price, Cost, Fee, Estimate, Guarantee, Representation Exclusion**

It is agreed that Section III, Exclusions, is amended by adding the following additional exclusion:

- alleging, based upon, arising out of or attributable to the actual or alleged inaccurate, inadequate, or incomplete description of the price of goods, products or services, the disclosure of fees, the failure to meet deadlines, or as a result of the **Insured's** cost guarantees, cost representations, contract price, pricing guarantees or estimates of probable costs or cost estimates being exceeded, or any guarantee or promise of costs savings, return on investment, or profitability.

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Professional Services Definition Amended, Specified Contract Excluded**

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

1. Section II, Definitions, subsection P, the definition of **Professional Services**, is amended by adding the following:

P. However, **Professional Services** shall not include any services which are performed by any **Insured** or by any other person or entity for whom the **Insured** is legally liable pursuant to the following contract entered into between the **Named Insured** and the following entity(ies) listed in this endorsement below:

2. Section III, Exclusions, is amended by adding the following exclusion:

- alleging, based upon, arising out of, or attributable to the rendering of, or failure to render any services under the following contract entered into between the **Named Insured** and the following entity(ies) listed below:

**Specified Contract:**

**Contract Number:**

**Entity(ies):**

**Contract date:**

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Professional Services Amended (Contract Specific)**

It is agreed that Section II, Definitions, subsection P, the definition of **Professional Services** is amended by adding the following phrase immediately after the word "liable":

, but solely with respect to such services which are performed pursuant to the following contract between the **Named Insured** and \_\_\_\_\_:

Contract Name: \_\_\_\_\_

Contract Date: \_\_\_\_\_

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

\_\_\_\_\_  
Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Property Manager and Real Estate Endorsement (Construction Management Carveback)**

It is agreed that:

- Item 7 of the Declarations is amended by adding the following:

The sale and/or listing of residential property that is owned by an agent, independent contractor, broker or employee of the **Named Insured**, but only when the sale and/or listing is handled by an agent or broker who has no ownership interest in the property.

- Section III, Exclusions, is amended by adding the following exclusions:

- alleging, based upon, arising out of, or attributable to representations or warranties, expressed, implied or otherwise made by the **Insured**, pertaining to the guarantee of future value of real property;
- alleging, based upon, arising out of, or attributable to the formulation, promotion, offer, sale or management of any limited or general partnership or any interest therein;
- alleging, based upon, arising out of, or attributable to the failure to effect or maintain any insurance or bond;
- alleging, based upon, arising out of, or attributable to any transaction in which any **Insured** has a direct or indirect beneficial ownership interest as a buyer or seller of real property; however, this exclusion does not apply to real property to which any **Insured** has taken legal title solely for immediate resale and has entered into a written contract to sell not later than one hundred and eighty (180) days after taking legal title;
- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as an insurance agent or insurance broker;
- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as a mortgage banker or mortgage broker, including without limitation any one or more of the following activities:
  - i. the origination, purchase, processing, pooling, extension, brokering, restructuring, sale, termination, transfer and servicing of loans secured by real property or other collateral;
  - ii. collection of loan payments, remitting principal and investors owning the loans, maintaining insurance, paying real estate taxes and hazard insurance premiums, managing delinquencies and defaults;
  - iii. payoff calculations and collections including penalties, yield maintenance fees and defeasance fees;
  - iv. bankruptcy foreclosures, loan workouts and sale of real estate and other loan collateral owned;
  - v. managing borrower escrow and reserve funds including establishing interest bearing accounts and processing reserve disbursement requests in accordance with the underlying loan documents;
  - vi. providing information, advice or counseling in connection with any of the above activities;

- alleging, based upon, arising out of, or attributable to or connected with the performance of or failure to perform services as an escrow agent, title agent or title abstractor;
- alleging, based upon, arising out of, or attributable to the performance of or failure to perform services as a property developer, or builder;
- alleging, based upon, arising out of, or attributable to the commingling or improper use of, or failure to properly segregate or safeguard funds;

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Property Manager, Mortgage Broker and Real Estate Endorsement (Lockbox, Civil Rights, Pollutants)**

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

1. Item 7 of the Declarations is amended by adding the following:

The sale and/or listing of residential property that is owned by an agent, independent contractor, broker or employee of the **Named Insured**, but only when the sale and/or listing is handled by an agent or broker who has no ownership interest in the property.

2. Section II, Definitions, is amended by adding the following definition:

- **Yield Spread Premium** means any yield spread premium, coverage, premium pricing, yield spread differential, par plus pricing or any other payment, fee, consideration or “thing of value” (as defined by section 3(2) of the Real Estate Settlement Practices Act, 12 U.S.C. 2602(2)) with regard to the interest on a residential mortgage loan.

3. Section III, Exclusions, is amended as follows:

- A. Exclusion B is amended by adding the following:

However, this exclusion shall not apply to **Property Damage** arising out of a **Wrongful Act** committed by the **Insured** in the performance of providing services involving the use and operation of a Lockbox, subject to a sub-limit of liability of \$\_\_\_\_\_ each **Claim** and per **Policy Period** in the aggregate. This sub-limit of liability shall be part of and not in addition to the Limits of Liability otherwise stated in Item 3 of the Declarations, and will in no way serve to increase the **Company’s** Limits of Liability as therein provided;

- B. Exclusion G is amended by adding the following:

However, this exclusion shall not apply to **Claims Expenses** incurred by the **Insured** in defense of civil lawsuits alleging violations of Title VIII of the Civil Rights Act of 1968, the Fair Housing Amendment Act of 1988, or any similar state or local law or ordinance, subject to a sub-limit of liability of \$\_\_\_\_\_ each **Claim** and per **Policy Period** in the aggregate. This sub-limit of liability shall be part of and not in addition to the Limits of Liability otherwise stated in Item 3 of the Declarations, and will in no way serve to increase the **Company’s** Limits of Liability as therein provided;

The **Company’s** obligation to reimburse the **Insured** for any such **Claims Expenses** does not include any other amounts for which the **Insured** may become legally obligated to pay as a result of a **Wrongful Act** committed or allegedly committed by the **Insured** or by any entity for whom the **Insured** is legally liable, alleging violation of Title VIII of the Civil Rights Act of 1968, the Fair Housing Amendment Act of 1988, or any similar state or local law or ordinance.

The **Company’s** obligation to reimburse such **Claims Expenses** is in excess of the **Insured’s** applicable Retention listed in Item 4 of the Declarations.

C. Exclusion M is amended by adding the following:

However, this exclusion shall not apply to **Claims** for **Wrongful Acts** involving the **Insured's** unintentional failure to disclose the existence of **Pollutants**, subject to a sub-limit of liability of \$\_\_\_\_\_ each **Claim** and per **Policy Period** in the aggregate. This sub-limit of liability is part of and not in addition to the Limits of Liability otherwise stated in Item 3 of the Declarations, and will in no way serve to increase the **Company's** Limits of Liability as therein provided;

D. The following additional exclusions are added:

- alleging, based upon, arising out of, or attributable to representations or warranties, expressed, implied or otherwise made by the **Insured**, pertaining to the guarantee of future value of any investments, personal property or real property;
- alleging, based upon, arising out of, or attributable to the formulation, promotion, offer, sale or management of any limited or general partnership or any interest therein;
- alleging, based upon, arising out of, or attributable to the failure to effect or maintain any insurance or bond;
- alleging, based upon, arising out of, or attributable to any transaction in which any **Insured** has a direct or indirect beneficial ownership interest as a buyer or seller of real property; however, this exclusion does not apply to real property to which any **Insured** has taken legal title solely for immediate resale and has entered into a written contract to sell not later than one hundred and eighty (180) days after taking legal title;
- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as an insurance agent or insurance broker;
- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as a mortgage banker, including without limitation any one or more of the following activities:
  - i. the origination, purchase, processing, pooling, extension, brokering, restructuring, sale, termination, transfer and servicing of loans secured by real property or other collateral;
  - ii. collection of loan payments, remitting principal and investors owning the loans, maintaining insurance, paying real estate taxes and hazard insurance premiums, managing delinquencies and defaults;
  - iii. payoff calculations and collections including penalties, yield maintenance fees and defeasance fees;
  - iv. bankruptcy foreclosures, loan workouts and sale of real estate and other loan collateral owned;
  - v. managing borrower escrow and reserve funds including establishing interest bearing accounts and processing reserve disbursement requests in accordance with the underlying loan documents;
  - vi. providing information, advice or counseling in connection with any of the above activities;
- alleging, based upon, arising out of, or attributable to or connected with the performance of or failure to perform services as an escrow agent, title agent or title abstractor;
- alleging, based upon, arising out of, or attributable to the performance of or failure to perform services as a property developer, builder or construction manager;
- alleging, based upon, arising out of, or attributable to the commingling or improper use of, or failure to properly segregate or safeguard funds;
- alleging, based upon, arising out of, or attributable to the guaranteeing of the availability of funds or specified rate of return and/or interest rate;

- alleging, based upon, arising out of, or attributable to any **Yield Spread Premium** fees paid to or by any mortgage broker or banker in connection with a mortgage loan that ultimately is determined to be a violation of the Real Estate Settlement Practices Act (RESPA) or other similar Federal, State or Local laws including common law, rules or regulations;
- alleging, based upon, arising out of, or attributable to any **Claim** or demand for relief arising out of or related to an **Insured's** obligation(s) under a Loan Purchase Agreement including but not limited to, an **Insured's** actual or alleged obligation to repurchase any loan(s);
- alleging, based upon, arising out of, or attributable to any **Claim** brought or maintained by or on behalf of any government or quasi-governmental entity, agency or authority, unless and only to the extent that the **Insured** was providing **Professional Services** directly to such entity, agency or authority;
- alleging, based upon, arising out of, or attributable to the failure by any insurance company to pay claims when due, because of bankruptcy of or failure or refusal to pay by such insurance company;

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Retention Amended (Reduced Retention Incentive for Alternative Dispute Resolution)**

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

1. Section V, Limits of Liability and Retention, subsection B, Retention, is amended by adding the following:
  - If a **Claim** is fully and finally resolved to the satisfaction of all parties, including the **Insurer**, as a result of **Alternative Dispute Resolution**, then the amount of the **Insured's** retention shall be reduced by \_\_\_% or \$\_\_\_\_\_, whichever is less.
  
2. Section II, Definitions, is amended by adding the following:
  - **Alternative Dispute Resolution** means either: 1) Mediation, which shall be a non-binding process in which a neutral panel or individual assists the parties in reaching their own settlement, or 2) Arbitration, which shall be a method of dispute resolution involving one or more neutral third parties who are agreed-to by the disputing parties and whose decision is binding. Either Mediation or Arbitration must adhere to the procedure and process set forth in the Commercial Mediation Rules or Commercial Arbitration Rules of the American Arbitration Association, or such other procedure or process that the **Company** may approve at its sole discretion.

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Retroactive Date Amended – Specified Contract**

It is agreed that solely with respect **Claims** arising out of **Wrongful Acts** committed in the actual or alleged rendering of **Professional Services** in connection with the following specified contract, Item 6 of the Declarations is deleted in its entirety and the following is inserted:

Item 6. **Retroactive Date** (if applicable): \_\_\_\_\_

Specified Contract: \_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Notice Amended – CEO, CFO, President, General Counsel, Risk Manager**

It is agreed that Section VI, Conditions, subsection A, Notice is amended by deleting the word “**Insured**” from numbered paragraph 1, and from the first line of numbered paragraph 2, and the phrase “**Named Insured’s** Chief Executive Officer, Chief Financial Officer, President, General Counsel, Risk Manager, or organizational equivalent, and personnel who directly report professionally to such individuals” is inserted in its place in each paragraph respectively.

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Specified Wrongful Act Sublimit**

It is agreed that solely with respect to **Claims** alleging, based on, arising out of, or attributable to **Wrongful Acts** committed by \_\_\_\_\_, the Each **Claim** and Aggregate Limits set forth in Item 3 of the Declarations, Limit of Liability, are deleted and the following is inserted:

Item 3. Limit of Liability (including **Claims Expenses**)

\$            Each **Claim**  
 \$            Aggregate Limit

The above are sublimits of liability which are part of and not in addition to the otherwise applicable Limits of Liability stated in Item 3, and such sublimits shall in no way serve to increase such otherwise applicable Limits.

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Tie-In of Limits**

It is agreed that Section V, Limits of Liability And Retention, subsection 3 of the **Policy** is amended by adding the following:

Notwithstanding anything in this **Policy** or policy number \_\_\_\_\_ to the contrary, the maximum aggregate limit of liability of the **Company** for the *sum of*:

1. all **Damages** and **Claims Expenses** because of all **Claims**, including all **Claims** alleging **Interrelated Wrongful Acts**, first made and reported during the **Policy Period** of this **Policy**, and;
2. all **Damages** and **Claims Expenses** because of all **Claims**, including all **Claims** alleging **Interrelated Wrongful Acts**, first made and reported during the **Policy Period** of policy number \_\_\_\_\_

shall not exceed \$\_\_\_\_\_.

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Class Action Retention Endorsement**

In consideration of the premium charged, it is agreed that, the **Policy** is amended as follows:

1. Solely with respect to **Class Action** Claims, Item 4, Retention, is deleted in its entirety and replaced with the following:

Item 4. Retention:

\$                      each **Claim**

2. Section II, Definitions is amended by adding the following:

- **Class Action** means any **Claim** brought and maintained:
  - a. as a class action lawsuit pursuant to the Federal Rule of Civil Procedure 23 or similar state rules in the United States, or similar legislation defining class action lawsuits outside of the United States;
  - b. by or on behalf of two or more natural persons if any of such natural persons are making a pattern and practice or systemic allegation and are seeking monetary relief on behalf of a class or group of complainants in order to resolve the complaint, whether or not such natural persons are represented by one or more legal counsel; or
  - c. by a governmental entity, department or agency making a pattern and practice or systemic allegation or seeking monetary relief on behalf of a class or group of complainants in order to resolve the complaint.

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

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Authorized Representative



- ACE American Insurance Company
- Illinois Union Insurance Company
- Westchester Fire Insurance Company
- Westchester Surplus Lines Insurance Company

# ACE Advantage<sup>®</sup>

## TRUSTEE PROFESSIONAL SUPPLEMENTAL APPLICATION

**COMPLETE THIS APPLICATION ONLY IF REQUESTING COVERAGE FOR TRUSTEE PROFESSIONAL RELATED ERRORS AND OMISSIONS LIABILITY COVERAGE.** Please submit with the ACE Advantage<sup>®</sup> Miscellaneous Professional Liability Application. Please complete in ink. A principal must sign both the supplement and the Miscellaneous Professional Liability Application.

**THIS APPLICATION IS FOR A CLAIMS-MADE INSURANCE POLICY.**

**Instructions to the applicant:**

- Please answer all questions. This information is required to make an underwriting and pricing evaluation. Your answers hereunder are considered material to that evaluation.
- If a question is not applicable, state N/A. If more space is required, please attach a separate exhibit with the question number.
- Application must be signed and dated by an authorized person of the company.
- Please provide resumes of all Trustees seeking coverage and a copy of the Trust agreement.

1. Applicant Name \_\_\_\_\_
2. Please explain the professional services being provided as the trustee or escrow agent of the trust or escrowed property or money. Please provide detailed information as to the type of trust or fund or which professional services are being provided. **Attach a copy of the trust agreement.** \_\_\_\_\_
3. What is the trust asset size? \$\_\_\_\_\_
4.
  - a. Does the Trustees have authority to invest in any way the money in the trust or the fund?  Yes  No
  - b. Is the authority provided in writing?  Yes  No
  - c. Is the authority discretionary?  Yes  No
  - d. Is an independent investment counselor used?  Yes  No
  - e. Are trust funds commingled with any other funds?  Yes  No
5. Please provide controls in place to monitor the investment of funds, distribution of trust assets and 3rd parties who oversee such activity. \_\_\_\_\_
6. Is Directors & Officers coverage in place for any entities operated within the trust?  Yes  No  
 If yes, please provide limits and effective dates.  
 Carrier: \_\_\_\_\_  
 Limits of Liability: \_\_\_\_\_  
 Effective Dates: \_\_\_\_\_
7. Is a Certified Public Accountant used to prepare and file tax returns for the trusts or accounts?  Yes  No
8. Have any funds of the Trust been invested in any entity, real estate or other venture or project in which a Trustee has an interest either indirectly or directly, or from which a Trustee will derive any benefit, or have any Trustees had a loan from the trust?  Yes  No  
 If yes, please provide details. \_\_\_\_\_

9. Are any of the Trustees beneficiaries of the Trust?  Yes  No  
If yes, please provide details. \_\_\_\_\_

**NOTICE TO ARKANSAS, LOUISIANA AND WEST VIRGINIA APPLICANTS:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**NOTICE TO COLORADO APPLICANTS:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**NOTICE TO DISTRICT OF COLUMBIA APPLICANTS:** WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

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

**NOTICE TO KENTUCKY APPLICANTS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**NOTICE TO MAINE APPLICANTS:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**NOTICE TO MARYLAND APPLICANTS:** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**NOTICE TO NEW JERSEY APPLICANTS:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**NOTICE TO NEW MEXICO APPLICANTS:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

**NOTICE TO NEW YORK APPLICANTS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

**NOTICE TO OHIO APPLICANTS:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**NOTICE TO OKLAHOMA APPLICANTS:** 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.

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

**NOTICE TO PENNSYLVANIA APPLICANTS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**NOTICE TO TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

**NOTICE TO ALL OTHER APPLICANTS:**

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

This Supplemental Application shall be maintained on file by the Company, shall be deemed attached as if physically attached to the proposed Policy and shall be considered as incorporated into and constituting a part of the Application and the proposed Policy.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Broker: \_\_\_\_\_

Address: \_\_\_\_\_



- ACE American Insurance Company
- Illinois Union Insurance Company
- Westchester Fire Insurance Company
- Westchester Surplus Lines Insurance Company

**ACE Advantage<sup>®</sup>**  
**INSURANCE AGENTS**  
**SUPPLEMENTAL APPLICATION**

**COMPLETE THIS APPLICATION ONLY IF REQUESTING COVERAGE FOR INSURANCE AGENTS ERRORS AND OMISSIONS LIABILITY COVERAGE.** Please submit with the ACE Advantage<sup>®</sup> Miscellaneous Professional Liability Application. Please complete in ink. A principal must sign both the supplement and the Miscellaneous Professional Liability Application.

**THIS APPLICATION IS FOR A CLAIMS-MADE INSURANCE POLICY.**

**Instructions to the applicant:**

- Please answer all questions. This information is required to make an underwriting and pricing evaluation. Your answers hereunder are considered material to that evaluation.
- If a question is not applicable, state N/A. If more space is required, please attach a separate exhibit with the question number.
- Application must be signed and dated by an authorized person of the company.

1. Applicant name \_\_\_\_\_

2. Please indicate Applicant's total percentage of premium volume generated from each line of business listed below:

Auto (Standard)	_____%	General Liability & Property (Non-BOP)	_____%
Auto (Non-standard)	_____%	Workers' Compensation	_____%
Homeowners/Umbrella	_____%	Bonds	_____%
Personal Marine	_____%	Crop/Animal Mortality	_____%
Individual Life	_____%	Aviation	_____%
Individual Accident & Health	_____%	Inland Marine/Ocean Marine	_____%
Group Life	_____%	Directors and Officers	_____%
Professional Liability	_____%	Professional Liability	_____%
Group Health	_____%	Medical Malpractice	_____%
Commercial Auto	_____%	Other _____	_____%
Contractors	_____%	Other _____	_____%
Long Haul Trucking	_____%	Other _____	_____%
Business Owners Policy	_____%	Other _____	_____%

3. Does the Applicant sell any insurance products, securities or any other financial products which require the Applicant maintain a Series Six (6) or Series Seven (7) license?  Yes  No  
 If yes, please describe: (attach separate sheet if necessary)

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4. Does the Applicant have the authority to accept risks on behalf of any insurance carrier?  Yes  No  
 If yes, please describe: (attach separate sheet if necessary)

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5. Please provide percentage breakdown of Applicant's revenue generated from each of these areas:

- Insurance Agent \_\_\_\_\_%
- Insurance Broker \_\_\_\_\_%
- Managing General Agent \_\_\_\_\_%
- Reinsurance Intermediary \_\_\_\_\_%
- Surplus Lines Agent \_\_\_\_\_%
- Pool Underwriter \_\_\_\_\_%
- Third Party Administrator \_\_\_\_\_%
- Risk Manager \_\_\_\_\_%
- Consultant \_\_\_\_\_%
- Claims Adjuster \_\_\_\_\_%
- Other \_\_\_\_\_%

6. Please indicate, as a percentage of premium volume, total premium placed with the following types of markets:

- Licensed Admitted Carriers \_\_\_\_\_%
- Licensed Non-Admitted Carriers \_\_\_\_\_%
- Other insurance vehicles including  
pools, risk retention groups,  
captives and self insurance trusts \_\_\_\_\_%

7. Has any Applicant entity, for which coverage is sought, engaged in activities other than those listed in Question 5 above over the past five (5) years?  Yes  No  
If yes, please describe: (attach separate sheet if necessary)

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8. List top ten (10) companies with which Applicant places insurance:

Company Name	Years Represented	% of GWP Volume	Best Rating

9. List any insurance carriers with whom Applicant contracts have been terminated within the past five (5) years:

Company Name	Brief Description of Reason for Termination

10. Office Procedures:

- a) Does Applicant have written documentation outlining office procedures?  Yes  No
- b) Does Applicant conduct orientation and training for all new employees?  Yes  No
- c) How long are Applicant's records maintained? \_\_\_\_\_ years
- d) Does Applicant have procedure for checking carriers' financial rating?  Yes  No
- e) Does Applicant have procedure for surplus lines tax filings?  Yes  No
- f) Does the Applicant have procedure for acquiring and maintaining surplus lines affidavits?  Yes  No
- g) Does Applicant have procedure for documenting all phone conversations?  Yes  No
- h) Is a policy expiration list maintained?  Yes  No
- i) Is all incoming mail date stamped?  Yes  No
- j) Does the Applicant use a diary, suspense or follow-up system?  Yes  No
- k) Does the Applicant maintain a file checklist for transaction transparency and file documentation purposes?  Yes  No
- l) Does Applicant have contingent compensation agreements in place?  Yes  No
- m) Does Applicant accept requests to bind coverage via e-mail?  Yes  No
- n) Does Applicant accept requests to bind coverage via voicemail?  Yes  No
- o) Are declinations of coverage confirmed in writing with carrier?  Yes  No
- p) Are all binders confirmed in writing?  Yes  No
- q) Are copies of binders mailed to both the Insured and Company?  Yes  No
- r) Are customers advised in writing when there are restrictions of coverage or special endorsements apply?  Yes  No
- s) Are all policies and endorsements reviewed for accuracy?  Yes  No
- t) Does the Applicant have a policy in place to ensure that certificate holders, regulatory agencies, any other relevant parties are appropriately and timely notified of cancellations or any other material changes?  Yes  No
- u) Are customer requests for changes to their insurance required in writing?  Yes  No
- v) Does Applicant advise customer in writing when their insurance has been cancelled or non-renewed?  Yes  No
- w) Does an outside third party conduct an annual operational audit of the Applicant?  Yes  No
- x) Does Applicant have procedures in place for maintaining and tracking all required licenses for all professional employees?  Yes  No
- y) Does the Applicant require continuing education for all professional employees?  Yes  No

11. Please explain the Applicant's documentation procedure with customer(s) when placement of insurance is made with a carrier with an A.M. Best rating of less than A- or when placement is made in any non-rated market: (attach separate sheet if necessary)

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12. In the past five (5) years, has any insurer with which the Applicant has placed insurance become insolvent, bankrupt, placed into rehabilitation, receivership or otherwise been unable to meet any obligation to any Insured?  Yes  No If yes, please describe: (attach separate sheet if necessary)

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**NOTICE TO ARKANSAS, LOUISIANA AND WEST VIRGINIA APPLICANTS:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**NOTICE TO COLORADO APPLICANTS:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**NOTICE TO DISTRICT OF COLUMBIA APPLICANTS:** WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

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

**NOTICE TO KENTUCKY APPLICANTS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**NOTICE TO MAINE APPLICANTS:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**NOTICE TO MARYLAND APPLICANTS:** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**NOTICE TO NEW JERSEY APPLICANTS:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**NOTICE TO NEW MEXICO APPLICANTS:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

**NOTICE TO NEW YORK APPLICANTS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

**NOTICE TO OHIO APPLICANTS:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**NOTICE TO OKLAHOMA APPLICANTS:** 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.

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

**NOTICE TO PENNSYLVANIA APPLICANTS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**NOTICE TO TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

**NOTICE TO ALL OTHER APPLICANTS:**

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

This Supplemental Application shall be maintained on file by the Company, shall be deemed attached as if physically attached to the proposed Policy and shall be considered as incorporated into and constituting a part of the Application and the proposed Policy.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Broker: \_\_\_\_\_

Address: \_\_\_\_\_

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Privacy Liability, Identity Theft Expense and Network Operations Security Liability Coverage**

In consideration of the premium charged, it is agreed that the **Policy** is amended as follows:

- The Declarations is amended by adding the following additional Item 11:

Item 11. Insuring Agreement(s) Purchased (

- 1. Miscellaneous Professional Liability
- 2. Privacy Liability
- 3. Identity Theft Response Fund
- 4. **Network Security** Liability

- Item 3, Limit of Liability, of the Declarations is deleted in its entirety and replaced with the following:

Item 3. Limit of Liability (including **Claims Expense**)

A. Limit of Liability for Insuring Agreements:	<u>Each Claim</u>	<u>Aggregate</u>
1. Miscellaneous Professional Liability	\$	\$
2. Privacy Liability	\$	\$
3. Identity Theft Response Fund	\$	\$
4. <b>Network Security</b> Liability	\$	\$
<b>B. Disciplinary Proceeding Claims Expenses</b>		
(in addition to the Each <b>Claim</b> and Aggregate Limits set forth above)		\$5,000
<b>C. Regulatory Proceeding</b> Sub-Limit of Liability	\$	\$
<b>D. Maximum Policy</b> Aggregate Limit of Liability		\$

- Item 4, Retention, of the Declarations is deleted in its entirety and replaced with the following:

Item 4. Retention

\$	each <b>Claim</b> for Insuring Agreement 1
\$	each <b>Claim</b> for Insuring Agreement 2
NIL	each <b>Claim</b> for Insuring Agreement 3
\$	each <b>Claim</b> for Insuring Agreement 4

4. Item 6, **Retroactive Date**, of the Declarations is deleted in its entirety and replaced with the following:

Item 6. **Retroactive Date** (if applicable):

Insuring Agreement

**Retroactive Date**

1. Miscellaneous Professional Liability
2. Privacy Liability
3. Identity Theft Response Fund
4. **Network Security** Liability

5. Section I, Insuring Agreement and Defense, subsection A, Insuring Agreement, is deleted in its entirety and replaced with the following:

A. Insuring Agreements

1. Miscellaneous Professional Liability

The **Company** will pay on behalf of the **Insured** all sums in excess of the Retention that the **Insured** shall become legally obligated to pay as **Damages** and **Claims Expenses** because of a **Claim** first made against the **Insured** and reported to the **Company** during the **Policy Period** by reason of a **Wrongful Act** committed on or subsequent to the **Retroactive Date** and before the end of the **Policy Period**.

2. Privacy Liability

If Insuring Agreement 2 is purchased, the **Company** will pay **Damages** and **Claims Expenses** of the **Insured** in excess of the Retention that the **Insured** shall become legally obligated to pay by reason of a **Claim** first made against the **Insured** and reported to the **Company** during the **Policy Period** for any **Wrongful Acts** committed on or subsequent to the **Retroactive Date** and before the end of the **Policy Period**.

3. Identity Theft Response Fund

If Insuring Agreement 3 is purchased, the **Company** will pay **Crisis Management Expenses** and **Notification Expenses** incurred by the **Insured** during the **Policy Period** by reason of a **Claim** reported to the **Company** for any **Wrongful Acts** committed on or subsequent to the **Retroactive Date** and before the end of the **Policy Period**.

4. **Network Security** Liability

If Insuring Agreement 4 is purchased, the **Company** will pay **Damages** and **Claims Expenses** of the **Insured** in excess of the Retention that the **Insured** becomes legally obligated to pay by reason of a **Claim** first made against the **Insured** and reported to the **Company** during the **Policy Period** for any **Wrongful Acts** committed on or subsequent to the **Retroactive Date** and before the end of the **Policy Period**.

6. Section I, Insuring Agreement and Defense, subsection B, Defense, is amended as follows:

a. Numbered paragraph 1 is deleted in its entirety and the following is inserted:

1. The **Company** shall have the right and duty to defend any covered **Claim**, except for a **Regulatory Proceeding**, brought against the **Insured** even if the **Claim** is groundless, false or fraudulent. The **Company** shall have the right, but not the duty, to defend any **Regulatory Proceeding**. The **Insured** shall not admit or assume liability or settle or negotiate to settle any **Claim** or incur any **Claims Expenses** or **Crisis Management Expenses** (as defined in subsection 1c of such definition) without the prior written consent of the **Company** and the **Company** shall have the right to appoint counsel and to make such investigation and defense of a **Claim** as it deems necessary.

b. The following paragraph is added:

- It is agreed that, except with respect to that part of **Crisis Management Expenses** set forth in subsection 1c of such definition, the **Insured** has the right to incur **Crisis Management Expenses** and **Notification Expenses** without the **Company's** prior consent, however, the **Company** shall, at its sole discretion and in good faith, reimburse the **Insured** only for such expenses that the **Company** deems to be reasonable and necessary.

7. Section II, Definitions, is amended as follows:

a. Subsection B, the definition of **Bodily Injury**, is amended by adding the following:

However, **Bodily Injury** does not mean mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock resulting from a **Wrongful Act** for which coverage is provided under Section A, Insuring Agreement 2.

b. Subsection C, the definition of **Claim**, is deleted in its entirety and replaced with the following:

**Claim** means:

1. with respect to Insuring Agreements 1, 2 and 4:

- a. a written demand against any **Insured** for monetary or non-monetary damages;
- b. a civil proceeding against any **Insured** for monetary damages, non-monetary damages or injunctive relief, commenced by the service of a complaint or similar pleading;
- c. an arbitration proceeding against any **Insured** for monetary damages, non-monetary damages or injunctive relief;

2. also, with respect to Insuring Agreement 1, Miscellaneous Professional Liability only:

- a. a civil, administrative or regulatory investigation against any **Insured** commenced by the filing of a notice of charges, investigative order or similar document;
- b. a **Disciplinary Proceeding**;

3. also, with respect to Insuring Agreement 2, Privacy Liability and Insuring Agreement 4, **Network Security** Liability only, a **Regulatory Proceeding**;

4. solely with respect to Insuring Agreement 3, Identity Theft Response Fund, a written report by the **Insured** to the **Company** of an actual or alleged violation of any **Privacy Regulations** by the **Insured**.

including any appeal therefrom.

c. Subsection F, the definition of **Damages**, is amended by adding the following:

Solely with respect to Insuring Agreement 2, Privacy Liability, and Insuring Agreement 4, **Network Security** Liability, **Damages** shall also include a **Consumer Redress Fund**.

d. Subsection I, the definition of **Insured**, is amended by deleting paragraph 3 in its entirety and replacing it with the following:

3. any past, present, or future principal, partner, officer, director, trustee, or employee of the **Named Insured** or **Subsidiary** thereof (and if the **Named Insured** is a partnership, limited liability partnership or limited liability company, then any general or managing partner or principal thereof), but only with respect to the commission of a **Wrongful Act** committed within the scope of such person's duties performed on behalf of the **Named Insured** or such **Subsidiary**.

- e. Subsection T, the definition of **Wrongful Act**, is deleted in its entirety and replaced with the following:
- T. **Wrongful Act** means any actual or alleged negligent act, error, omission, misstatement, misleading statement or **Personal Injury Offense** committed by the **Insured**:
1. Solely with respect to Insuring Agreement 1, Miscellaneous Professional Liability, in the performance of or failure to perform **Professional Services** by the **Insured** or by any other person or entity for whom the **Insured** is legally liable.
  2. Solely with respect to Insuring Agreement 2, Privacy Liability:
    - a. in the failure by the **Insured** or by an independent contractor for which the **Insured** is legally responsible to properly handle, manage, store, destroy or otherwise control:
      - i. **Personal Information** in any format; or
      - ii. third party corporate information in any format specifically identified as confidential and protected under a nondisclosure agreement or similar contract;
    - b. in an unintentional violation of the **Insured's** privacy policy that results in the violation of any **Privacy Regulation**.
  3. Solely with respect to Insuring Agreement 3, Identity Theft Response Fund, in any actual or potential violation of any **Privacy Regulations** by the **Insured**.
  4. Solely with respect to Insuring Agreement 4, **Network Security** Liability, in the failure of **Network Security**, including such failure which results in a **Channel Attack**.
- f. Subsection U, the definition of **Wrongful Employment Practices**, is amended as follows:
- i. Numbered items 10 and 11 are deleted in their entirety and the following are inserted:
    10. employment-related libel, slander, or defamation;
    11. employment-related invasion of privacy, except with respect to that part of any **Claim** arising out of the loss of **Personal Information** which is otherwise covered under Insuring Agreement 2 of this **Policy**;
  - ii. The following is added after numbered item 12:
    13. employment-related wrongful infliction of emotional distress, except with respect to that part of any **Claim** arising out of the loss of **Personal Information** which is otherwise covered under Insuring Agreement 2 of this **Policy**;
- g. The following definitions are added:
- **Channel Attack** means:
    1. the **Unauthorized Use** of or **Unauthorized Access** to the **Computer System** of a third party provided such **Unauthorized Access** or **Unauthorized Use** is attained through the **Insured's Computer System**;
    2. the participation by the **Insured's Computer System** in a **Denial of Service Attack** directed against the **Computer System** of a third party; or
    3. the transmission of **Malicious Code** from the **Insured's Computer System** to the **Computer System** of a third party.
  - **Computer System** means computer hardware, software, and the data stored thereon, as well as associated input and output devices, data storage devices, networking equipment and electronic backup facilities.
  - **Consumer Redress Fund** means a sum of money which the **Insured** is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a **Regulatory Proceeding**. **Consumer Redress Fund** shall not include any sums paid which constitute taxes, fines, penalties, injunctions or sanctions.

- **Crisis Management Expenses** means those reasonable and necessary expenses incurred by the **Insured** and approved by the **Company**:
  1. in retaining the services of:
    - a. a public relations firm,
    - b. a law firm, or
    - c. any other entity with the **Company's** prior written consent; and
  2. for advertising or related communications at the direction of the firms listed above, solely for the purpose of restoring the **Insured's** reputation as a result of any actual or potential violation of any **Privacy Regulations**. **Crisis Management Expenses** shall not include **Notification Expenses** or any costs or expenses incurred by the **Company** for credit monitoring services provided to any party.
- **Denial of Service Attack** means an event that is caused by a third party's malicious activity which restricts or prevents access to an **Internet Website** or other network resource by other third parties authorized to gain access to that **Website** or resource.
- **Insured's Computer System** means a **Computer System**:
  1. leased, owned, or operated by the **Insured**; or
  2. operated for the benefit of the **Insured** by a third party service provider under written contract with the **Insured**.
- **Internet** means the worldwide public network of computers which enables the transmission of electronic data and which includes intranets, extranets and virtual private networks.
- **Malicious Code** means unauthorized, corrupting or harmful software code, including but not limited to computer viruses, Trojan horses, keystroke loggers, cookies, spyware, adware, worms and logic bombs.
- **Network Security** means those activities performed by the **Insured**, or by others on behalf of the **Insured**, to protect against **Unauthorized Access** to, **Unauthorized Use** of, a **Denial of Services Attack** directed against, or transmission of **Malicious Code** to the **Insured's Computer System**.
- **Notification Expenses** means those reasonable and necessary expenses incurred by the **Insured** and approved by the **Company** solely to comply with **Privacy Regulations**, including but not limited to communications to and credit monitoring services for affected customers.
- **Personal Information** means an individual's name, social security number, medical or healthcare data, other protected health information, drivers license number, state identification number, credit card number, debit card number, address, telephone number, account number, account histories, passwords, or other nonpublic personal information as defined in **Privacy Regulations**. **Personal Information** shall not include information that is lawfully made available to the general public for any reason, including but not limited to information from federal, state or local government records.
- **Privacy Regulations** means the following statutes and regulations associated with the care, custody, control or use of personally identifiable financial, medical or other sensitive information:
  1. Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191);
  2. Gramm-Leach-Bliley Act of 1999;
  3. the California Security Breach Notification Act (CA SB 1386),
  4. Section 5(a) of the Federal Trade Commission Act, 15 U.S.C. § 45(a), but solely for alleged violations of unfair or deceptive acts or practices in or affecting commerce, and

5. other similar state, federal, and foreign identity theft and privacy protection legislation that requires commercial entities that collect **Personal Information** to post privacy policies, adopt specific privacy or security controls, or notify individuals in the event that **Personal Information** has potentially been compromised.
  - **Regulatory Proceeding** means a request for information, demand, suit, civil investigation or civil proceeding by or on behalf of a government agency, commenced by a service of a complaint or similar pleading and alleging the violation of **Privacy Regulations** as a result of the **Insured's Wrongful Act**, and which may reasonably be expected to give rise to a covered **Claim** under Insuring Agreement 2, Privacy Liability or 4, **Network Security Liability**, of this **Policy**.
  - **Unauthorized Access** means the gaining of access to a **Computer System** by an unauthorized person or persons, or by an authorized person or persons in an unauthorized manner.
  - **Unauthorized Use** means the use of a **Computer System** by an unauthorized person or persons or an authorized person in an unauthorized manner.
  - **Website** means the software, content and other materials accessible via the **Internet** at a designated Uniform Resource Locator address.
8. Solely with respect to Insuring Agreements 2, 3 and 4, Section III, Exclusions, is amended as follows:
- a. Subsections A and J are amended by adding the following:

Solely with respect to the applicability of this exclusion under Insuring Agreement 2, Privacy Liability, and Insuring Agreement 4, **Network Security Liability**, only facts pertaining to and knowledge possessed by any principal, partner, officer or director of an **Insured** shall be imputed to other **Insureds**.
  - b. Subsection E is deleted in its entirety and replaced with the following:

brought or maintained by, on behalf of, or in the right of any **Insured**. However, this exclusion shall not apply to **Wrongful Acts** expressly covered under Section I, Insuring Agreements, subsection 2, Privacy Liability.
  - c. Subsection H is amended by adding the following:

However, with respect to a **Wrongful Act** expressly covered under Insuring Agreement 2, Privacy Liability or Insuring Agreement 4, **Network Security Liability**, this exclusion shall not apply to a **Regulatory Proceeding** or **Consumer Redress Fund** for that portion of **Damages** or **Claims Expenses** allocated to numbered paragraph 4 of the definition of **Privacy Regulations**.
  - d. The following exclusions are added:
    - alleging, based upon, arising out of or attributable to the collection of **Personal Information** by the **Insured**, including but not limited to the collection of **Personal Information** using cookies, spyware or other **Malicious Code** or the failure to provide adequate notice that such information is being collected. Solely with respect to the applicability of this exclusion under Insuring Agreement 2, Privacy Liability, and Insuring Agreement 4, **Network Security Liability**, only facts pertaining to and knowledge possessed by any principal, partner, officer or director of an **Insured** shall be imputed to other **Insureds**.
    - alleging, based upon, arising out of or attributable to the **Insured's** intentional failure to disclose the loss of **Personal Information** in violation of any law or regulation. Solely with respect to the applicability of this exclusion under Insuring Agreement 2, Privacy Liability, and Insuring Agreement 4, **Network Security Liability**, only facts pertaining to and knowledge possessed by any principal, partner, officer or director of an **Insured** shall be imputed to other **Insureds**.
    - alleging, based upon, arising out of or attributable to any unsolicited electronic dissemination of faxes, e-mails or other communications to multiple actual or prospective customers of the **Insured**, any **Subsidiary**, or any other third party, including but not limited to actions brought under the Telephone Consumer Protection Act, any federal or state anti-spam statutes, and/or any other federal or state statute, law or regulation relating to a person's or entity's right of seclusion.

- alleging, based upon, arising out of or attributable to any electrical or mechanical failures or interruption, including but not limited to any electrical disturbance, surge, spike, brownout or blackout, and outages to gas, water, telephone, cable, satellite, telecommunications or other infrastructure. However, this exclusion shall not apply to failures, interruptions, disturbances or outages of telephone, cable or telecommunications infrastructure under the **Insured's** operational control which are a result of the **Insured's Wrongful Act** or a **Denial of Service Attack** directed against the **Insured's Computer System**.
  - alleging, based upon, arising out of or attributable to any failure, interruption, or outage to **Internet** access service provided by the **Internet** service provider that hosts the **Insured's Website**, unless such infrastructure is under the **Insured's** operational control.
  - alleging, based upon, arising out of or attributable to war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), strike, lock-out, riot, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
  - alleging, based upon, arising out of or attributable to any action brought by or on behalf of the Federal Trade Commission, the Federal Communications Commission, or any other federal, state, or local government agency or ASCAP, SESAC, BMI or other licensing or rights organizations in such entity's regulatory, quasi-regulatory, or official capacity, function or duty. However, with respect to a **Wrongful Act** expressly covered under Insuring Agreement 2, Privacy Liability, or Insuring Agreement 4, **Network Operations** Liability, this exclusion shall not apply to a **Regulatory Proceeding** or **Consumer Redress Fund** for that portion of **Damages** or **Claims Expenses** allocated to numbered paragraph 4 of the definition of **Privacy Regulations**
  - alleging, based upon, arising out of or attributable to false, deceptive or unfair business practices, violation of consumer protection laws, or false or deceptive advertising. However, with respect to a **Wrongful Act** expressly covered under Insuring Agreement 2, Privacy Liability, or Insuring Agreement 4, **Network Operations** Liability, this exclusion shall not apply to a **Regulatory Proceeding** or **Consumer Redress Fund** for that portion of **Damages** or **Claims Expenses** allocated to numbered paragraph 4 of the definition of **Privacy Regulations**.
  - alleging, based upon, arising out of or attributable to section 605 or 616 of the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., or any other similar federal or statutory provisions.
9. Section V, Limits of Liability and Retention, is deleted in its entirety and replaced with the following:
- A. Limits
1. Limit of Liability for Insuring Agreements
- With respect to Insuring Agreements 1, 2, and 4:
- a. the Each **Claim** Limit of Liability stated in Item 3A of the Declarations for an Insuring Agreement is the **Company's** maximum liability under that Insuring Agreement for the sum of all **Damages** and all **Claims Expenses** because of each **Claim**, including each **Claim** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**.
  - b. the Aggregate Limit of Liability stated in Item 3A of the Declarations for an Insuring Agreement is the **Company's** maximum liability under that Insuring Agreement for the sum of all **Damages** and all **Claims Expenses** because of all **Claims** combined in the aggregate, including all **Claims** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**.
- With respect to Insuring Agreement 3:
- a. the Each **Claim** Limit of Liability stated in Item 3A3 of the Declarations is the **Company's** maximum liability for the sum of all **Crisis Management Expenses** and **Notification Expenses** because of each **Claim**, including each **Claim** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**.

- b. the Aggregate Limit of Liability stated in Item 3A3 of the Declarations is the **Company's** maximum liability for the sum of all **Crisis Management Expenses** and **Notification Expenses** because of all **Claims** combined in the aggregate, including all **Claims** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**.
2. The **Disciplinary Proceeding Claims Expenses** Aggregate Limit stated in Item 3B of the Declarations shall be the maximum aggregate liability of the **Company** for **Claims Expenses** for **Disciplinary Proceedings** for each **Policy Period** regardless of the number of **Disciplinary Proceedings** or **Insureds**. This limit is in addition to and is not part of the Each **Claim** Limit or the Aggregate Limit otherwise stated in Item 3 of the Declarations.
3. All **Claims** arising out of the same **Wrongful Act** and all **Interrelated Wrongful Acts** of the **Insureds** shall be deemed to be one **Claim**, and such **Claim** shall be deemed to be first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period**. All **Damages**, **Claims Expenses**, **Crisis Management Expenses** and **Notification Expenses** resulting from a single **Claim** shall be deemed, respectively, a single **Damage**, **Claims Expense**, **Crisis Management Expense** or **Notification Expense**.
4. **Maximum Policy Aggregate Limit of Liability**  
The Maximum **Policy** Aggregate Limit of Liability stated in Item 3D of the Declarations is the **Company's** maximum liability under all Insuring Agreements purchased for the sum of all **Damages**, **Claims Expenses**, **Crisis Management Expenses** and **Notification Expenses** because of all **Claims** under this **Policy**.
5. With respect to Insuring Agreement 2, Privacy Liability and Insuring Agreement 4, **Network Security** Liability only, and notwithstanding the otherwise applicable Each **Claim** and Aggregate Limits of Liability stated in Item 3 of the Declarations:
  1. The Each **Claim Regulatory Proceeding** Sub-Limit of Liability stated in Item 3C of the Declarations is the **Company's** maximum liability under Insuring Agreements 2 or 4 for the sum of all **Damages** and all **Claims Expenses** incurred because of each **Regulatory Proceeding Claim**, including each **Claim** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**.
  2. The Aggregate **Regulatory Proceeding** Sub-Limit of Liability stated in Item 3C of the Declarations is the **Company's** maximum liability under Insuring Agreements 2 or 4 for the sum of all **Damages** and all **Claims Expenses** incurred because of all **Regulatory Proceeding Claims**, combined in the aggregate, including all **Claims** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**.
  3. the **Regulatory Proceeding** Sub-Limit of Liability does not apply to any **Consumer Redress Fund** and shall be part of and not in addition to the otherwise applicable Each **Claim** and Aggregate Limits of Liability stated in Items 3A or 3C of the Declarations and will not increase the **Company's** Limit of Liability as provided therein.
6. All **Claims** arising out of the same **Wrongful Act** and all **Interrelated Wrongful Acts** of the **Insureds** shall be deemed to be one **Claim**, and such **Claim** shall be deemed to be first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period**.
7. **Claims Expenses**, **Crisis Management Expenses** and **Notification Expenses** shall be part of and not in addition to the applicable Aggregate Limit of Liability stated in Item 3A, 3C, and 3D of the Declarations, and shall reduce such Aggregate Limit of Liability. If the applicable Limit of Liability is exhausted by payment of **Damages**, **Claims Expenses**, **Crisis Management Expenses** or **Notification Expenses**, the obligations of the **Company** under this **Policy** shall be completely fulfilled and extinguished.

B. Retention

1. The liability of the **Company** shall apply only to that part of **Damages, Claims Expenses, Crisis Management Expenses** and **Notification Expenses** which are excess of the Retention amount shown in Item 4 of the Declarations. Such Retention shall be borne uninsured by the **Insureds** and at their own risk. However, the Retention shall not apply to **Claims Expenses** in a **Disciplinary Proceeding**.
  2. A single Retention amount shall apply to **Damages, Claims Expenses, Crisis Management Expenses** and **Notification Expenses** arising from all **Claims** alleging **Interrelated Wrongful Acts**.
  3. If different parts of a single **Claim** are subject to different Retentions, the applicable Retention shall be applied separately to each part of the **Damages, Claim Expenses, Crisis Management Expenses** and **Notification Expenses**, but the sum of such Retentions shall not exceed the largest applicable Retention.
10. Section VI, Conditions, subsection C, Other Insurance, is amended by deleting the phrase "**Damages or Claims Expenses**" where it appears in the subsection and inserting the phrase "**Damages, Claims Expenses, Crisis Management Expenses, or Notification Expenses**".
11. Section VI, Conditions, subsection F, Territory And Valuation, is amended by deleting the phrase "**Damages**" where it appears in the subsection and inserting the phrase "**Damages, Claims Expenses, Crisis Management Expenses, or Notification Expenses**".

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**MPL Amendatory Endorsement  
Definition of Professional Services Amended**

It is agreed that Section II, Definitions, subsection P is deleted in its entirety the following is inserted:

P. **Professional Services** means services performed for others by an **Insured** or by any person or entity for whom the **Insured** is legally liable for a fee; provided, however, **Professional Services** shall not include the following services:

accountant, actuary, architect, banker, builder, construction manager, contractor, doctor, engineer, franchisor, hardware manufacturer/distributor, insurance agent, insurance company, internet service provider, investment banker, investment advisor, lawyer, mortgage banker/broker, nurse, physician, property developer, security broker/dealer, software programmer, structured settlement broker, web site designer, or web site host services.

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Network Security or Privacy Liability Exclusion**

1. It is agreed that Section II, Definitions, is amended by adding the following definition:

- **Network Security or Privacy Breach** means:

1. the failure by the **Insured** to properly handle, manage, store, destroy or otherwise control confidential corporate or personally identifiable information;
2. any violation of the **Insured's** privacy policy, or any violation by the **Insured** of the following statutes or regulations: (a) Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191); (b) Gramm-Leach-Bliley Act of 1999; (c) the California Security Breach Notification Act (CA SB 1386); (d) Section 5(a) of the Federal Trade Commission Act, 15 U.S.C. § 45(a), but solely for alleged violations of unfair or deceptive acts or practices in or affecting commerce; or (e) any violation of any other similar state, federal, and foreign identity theft and privacy protection legislation that requires commercial entities that collect personal information to post privacy policies, adopt specific privacy or security controls, or notify individuals in the event that personal information has potentially been compromised; or
3. a failure in network security, including but not limited to activities performed by the **Insured** to protect against unauthorized access to, unauthorized use of, a denial of service attack directed against, or transmission of malicious code to the **Insured's** computer system.

2. It is agreed that Section III, Exclusions, is amended by adding the following exclusion:

- alleging, based upon, arising out or attributable to a **Network Security or Privacy Breach**.

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Optional Extended Reporting Period Election Endorsement**

In consideration of the additional premium charged of \$ \_\_\_\_\_, it is agreed that the **Named Insured** has opted to exercise the **Insureds'** right to an **Extended Reporting Period** as stated in Section IV, Extended Reporting Period, of the **Policy**. The **Extended Reporting Period** shall be for \_\_\_\_\_ months, effective \_\_\_\_\_ until \_\_\_\_\_ at 12:01 a.m. local time at the address of the **Named Insured** shown in Item 1 of the Declarations.

It is further agreed that the **Insureds** may report, during the **Extended Reporting Period**, **Claims** first made during the **Extended Reporting Period** which arise from **Wrongful Acts** taking place prior to 12:01 a.m., \_\_\_\_\_. Coverage that shall be afforded to those **Claims** will be subject to all applicable terms, conditions, limitations and exclusions of the **Policy** and all endorsements thereto (whether preceding or following this endorsement).

Nothing stated herein shall increase the **Insurer's** Limit of Liability or bind the **Insurer** to pay any **Claim** once the applicable Limit of Liability has been exhausted.

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Contingent Bodily Injury, Property Damage (“For” Preamble) with Sub-limit of Liability**

It is agreed that:

1. Section III, Exclusions, is amended as follows:
  - a. Subsection B, is amended by deleting the phrase: “alleging, based upon, arising out of, or attributable to” and inserting the word “for”.
  - b. The following exclusions are added, but solely with respect to coverage afforded by this endorsement:
    - alleging, based upon, arising out of, or attributable to the ownership, maintenance, operation, use, or loading of any motor vehicle, aircraft or watercraft owned or operated by or loaned to any **Insured**;
    - for which the **Insured** or any carrier as his, her or its insurer may be held liable under any workers’ compensation, unemployed compensation or disability benefits law, or similar law;
    - to indemnify or contribute with another employer for **Bodily Injury** to any employee of the **Insured** arising out of his or her employment by the **Insured**.
2. Section VI, Conditions, is amended by adding the following to subsection C, Other Insurance:
  - It is a condition precedent to any coverage afforded by this endorsement that the **Named Insured** maintain in full force and effect during the **Policy Period** Comprehensive General Liability insurance, including Products/Completed Operations and Premises/Operations coverage, covering **Bodily Injury** and **Property Damage** in the amount of \$1,000,000 aggregate and applying to the **Named Insured’s** operations.
3. Section V, Limits of Liability And Retention, is amended by adding the following:

Solely with respect to that portion of any **Claim** attributable to **Bodily Injury** or **Property Damage** which is not excluded under Exclusion B (as amended herein) and is otherwise covered under the **Policy**, the maximum Limit of Liability for all such **Claims** in the aggregate shall be \$\_\_\_\_\_ aggregate. This limit is a sublimit which shall be part of and not in addition to the otherwise applicable aggregate Limit of Liability stated in Item 4C of the Declarations, and will in no way serve to increase the **Insurer’s** maximum liability under the **Policy**.

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Third Party Administrator Endorsement  
(With HIPAA Exclusion Removed)**

It is agreed that:

1. Section III, Exclusions, is amended as follows:

a. Subsection B is deleted in its entirety and the following is inserted:

B. alleging, based upon, arising out of, or attributable to any actual or alleged **Bodily Injury** or **Property Damage**. However, this exclusion does not apply if the **Bodily Injury** or **Property Damage** results from a **Wrongful Act** committed by the **Insured** in the performance of **Professional Services**, provided that:

- 1) such **Wrongful Act** was not the proximate cause of such **Bodily Injury** or **Property Damage**;  
and
- 2) there is no other policy applicable to such **Claim**.

b. The following is added to paragraph a of subsection I after "1974;":

However, this paragraph shall only apply to plans of which the **Insured** is an employer sponsor;

c. The following exclusions are added:

- alleging, based upon, arising out of, or attributable to a governmental intervention, cease and desist order, insolvency, receivership, bankruptcy, licensing or liquidation of any organization in which the **Insured** has placed or obtained insurance coverage or placed the funds of a client or account;
- alleging, based upon, arising out of, or attributable to medical professional malpractice including, but not limited to, the rendering or failure to render medical professional services;
- alleging, based upon, arising out of, or attributable to any actuarial act, error, omission or assumption;
- alleging, based upon, arising out of, or attributable to lack of good faith or fair dealing in the handling of any **Claim** or obligation arising out of or under any insurance contract or from any benefit plan, however, this exclusion shall not apply to **Claims Expenses** or the Company's duty to defend any such **Claim**;
- alleging, based upon, arising out of, or attributable to the investment of benefit plan funds or the management of plan assets;
- alleging, based upon, arising out of, or attributable to services as an investment advisor or any offer to provide such services or any service in connection therewith;
- alleging, based upon, arising out of, or attributable to the ownership, formation, creation, administration or operation of any health maintenance organization, preferred provider organization, insurance company, risk retention group, insurance pool, reciprocal, captive, self insurance program, or risk retention and risk purchasing group formed under the Federal Liability Retention Act of 1981 and 1986 as amended and any amendments thereto;

- alleging, based upon, arising out of, or attributable to the actual or alleged failure of any **Managed Care Organization** to pay any salary, charges or fees of any provider of medical services;
- alleging, based upon, arising out of, or attributable to any actual or alleged commingling or improper use of funds, accounts, premiums, fees, taxes, claims commissions or brokerage monies; for:
  1. which any **Insured** collected or should have collected on behalf of another person or organization;
  2. sums received by any **Insured** or credited to any **Insured's** account;
  3. which any **Insured** returned or should have returned to another person or organization;
  4. any claim amount that any **Insured** paid or should have paid to another person or organization;
- alleging, based upon, arising out of, or attributable to the bankruptcy, insolvency or liquidation of any **Managed Care Organization**;
- alleging, based upon, arising out of, or attributable to any underwriting authority contracts when such **Claim** is made by the authorizing insurance carrier;
- alleging, based upon, arising out of, or attributable to the failure to comply with any law concerning Workers' Compensation, Employers Liability, Unemployment Compensation, Social Security, Disability Benefits or any other similar law;
- alleging, based upon, arising out of, or attributable to **Peer Review** services or **Credentialing** services;
- alleging, based upon, arising out of, or attributable to **Utilization Review** services which result in the denial of medical treatment;
- alleging, based upon, arising out of, or attributable to any change in electric power supply, including but not limited to power interruption or surge, brownout, blackout, short circuit, over voltage, or power fluctuation;
- alleging, based upon, arising out of, or attributable to any mechanical or electrical failure, breakdown, malfunction or defect of any hardware, equipment or component, however, this exclusion shall not apply to **Claims** or **Claims Expenses** when the failure, breakdown, malfunction or defect is solely the result of the **Insured's Wrongful Act**;
- alleging, based upon, arising out of, or attributable to breach of security, unauthorized access or use of or tampering with data or systems.
- alleging, based upon, arising out of, or attributable to notarized certification or acknowledgement of a signature without the physical appearance before the **Insured** of the person who is, or claims to be the person signing the instrument;

2. Section II, Definitions, is amended as follows:

- a. Subsection F, the definition of **Damages**, is amended by adding the following:

**Damages** also means the five percent civil penalty imposed upon an **Insured** as a fiduciary under section 502(i) of the Employee Retirement Income Security Act of 1974, or its amendments, for inadvertent violation of Section 406 of the Act, or the twenty percent penalty imposed upon an **Insured** as fiduciary under Section 502 (l) of the Employee Retirement Income Security Act of 1974 as amended. Solely with respect to the aforesaid penalties, it is agreed that numbered paragraph 2. of the definition of **Damages** shall not apply.

b. The following definitions are added:

- **Managed Care Organization** means any managed care organization, including without limitation any health maintenance organization, preferred provider organization, independent physician organization, physician hospital organization or management service organization.
- **Credentialing** means the verification of a healthcare provider's credentials.
- **Peer Review** means the assessment by the **Insured** of the quality of services rendered by any person or organization acting as a health care provider. **Peer Review** does not mean the review of case management or **Utilization Review** determinations which have been applied or in which a consensus can not be reached.
- **Utilization Review** means the review of the necessity, appropriateness, cost type or utilization of health care services.

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective
			<b>to</b>
Issued By (Name of Insurance Company)			

**Premium Finance Endorsement**

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

- alleging, based upon, arising out of, or attributable to any actual or alleged commingling of funds;
- alleging, based upon, arising out of, or attributable to the guaranteeing of the availability of funds or a specified rate of return and/or interest;
- alleging, based upon, arising out of, or attributable to a **Claim** or demand for relief arising out of or related to an **Insured's** obligation(s) under a Loan Purchase Agreement including but not limited to, an **Insured's** actual or alleged obligation to repurchase any loan(s);
- alleging, based upon, arising out of, attributable to, or in connection with a governmental intervention, cease and/or desist order, insolvency, receivership, bankruptcy, licensing or liquidation of any organization (directly or indirectly) in which the **Insured** has placed or obtained insurance coverage or placed the funds of a client or account;
- alleging, based upon, arising out of, or attributable to loss alleged to have been sustained through fluctuation in the market value of any security;
- alleging, based upon, arising out of, attributable to, or in any consequence of any type of disclosed or undisclosed fees or charges including but not limited to lending fees paid to or by any **Insured** in connection with any loan that ultimately is determined to be a violation of any federal, state, local or foreign statute, rule or regulation, including without limitation the common law of any state or province;
- alleging, based upon, arising out of, or attributable to an insurance company failing to pay claims when due or the **Insured's** inability to place or maintain insurance coverage because such coverage is not available;
- alleging, based upon, arising out of, or attributable to the failure or omission of an **Insured** to obtain, effect or maintain any insurance or bond or to comply with the terms of any insurance policy or bond;
- alleging, based upon, arising out of, or attributable to the infringement of copyright, trademark, trade name, trade dress, service mark, service name, or patent, or plagiarism, piracy or misappropriation of ideas, trade secrets or other intellectual property.

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Premium Finance Endorsement (with Limited Regulatory Exclusion)**

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

- alleging, based upon, arising out of, or attributable to any actual or alleged commingling of funds;
- alleging, based upon, arising out of, or attributable to the guaranteeing of the availability of funds or a specified rate of return and/or interest;
- alleging, based upon, arising out of, or attributable to a **Claim** or demand for relief arising out of or related to an **Insured's** obligation(s) under a Loan Purchase Agreement including but not limited to, an **Insured's** actual or alleged obligation to repurchase any loan(s);
- alleging, based upon, arising out of, attributable to, or in connection with a governmental intervention, cease and/or desist order, insolvency, receivership, bankruptcy, licensing or liquidation of any organization (directly or indirectly) in which the **Insured** has placed or obtained insurance coverage or placed the funds of a client or account;
- alleging, based upon, arising out of, or attributable to loss alleged to have been sustained through fluctuation in the market value of any security;
- alleging, based upon, arising out of, attributable to, or in connection with a governmental intervention, cease and/or desist order, insolvency, receivership, bankruptcy, licensing or liquidation of any organization (directly or indirectly) in which the **Insured** has placed or obtained insurance coverage or placed the funds of a client or account; provided, however, that solely regarding the placement or obtaining of such insurance coverage, this exclusion shall not apply if at the time such coverage was placed the organization in which the insurance was placed had an A.M. Best's rating of "B+" Class VII and was properly licensed to do business in the State in which the collateral was located;
- alleging, based upon, arising out of, or attributable to an insurance company failing to pay claims when due or the **Insured's** inability to place or maintain insurance coverage because such coverage is not available;
- alleging, based upon, arising out of, or attributable to the failure or omission of an **Insured** to obtain, effect or maintain any insurance or bond or to comply with the terms of any insurance policy or bond;
- alleging, based upon, arising out of, or attributable to the infringement of copyright, trademark, trade name, trade dress, service mark, service name, or patent, or plagiarism, piracy or misappropriation of ideas, trade secrets or other intellectual property.

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Designated Loan Exclusion Endorsement**

It is agreed that:

1. Section II, Definitions, is amended by adding the following definitions:
  - **Alt-A Loan** means a loan extended, granted, originated, or underwritten without a borrower's having to provide, with respect to one or more elements of income (including, without limitation, salary or wages), independent written documentation verifying the borrower's income (including, without limitation, a pay check, pay stub, or wage statement).
  - **Designated Lending Program** means any program involving the regular or targeted acquisition, through origination or purchase, of any **Alt-A Loan(s)**, **Subprime Loan(s)**, or **Teaser Rate Loan(s)** that will be held in portfolio or accumulated for resale.
  - **Designated Loan** means any **Alt-A Loan(s)**, **Subprime Loan(s)**, or **Teaser Rate Loan(s)**.
  - **Designated Loan Practice** means the purchase, re-purchase, sale, extension, grant, origination, processing, pooling, servicing, brokering, commitment, restructuring, termination, transfer, or underwriting of any **Alt-A Loan(s)**, **Subprime Loan(s)**, or **Teaser Rate Loan(s)**.
  - **Subprime Loan** means a loan to a borrower with an impaired, minimal, or weakened credit history including, without limitation, a borrower who, at the time of the origination or purchase of the loan, displayed one of the following characteristics:
    - a. two or more 30-day delinquencies in the last 12 months, or one or more 60-day delinquencies in the last 24 months;
    - b. a judgment, foreclosure, repossession, or charge-off in the last 24 months;
    - c. a bankruptcy in the last five years;
    - d. a Fair, Isaac and Company (FICO) score of 660 or less, or other credit bureau risk or proprietary scores with equivalent default-probability likelihood;
    - e. a debt-service-to-income ratio of 50 percent or greater; or
    - f. any other characteristic that correlates to a high probability of default relative to borrowers with good credit history.
  - **Teaser Rate Loan** means an adjustable rate loan with an initial interest rate set lower than the rate that would result from the addition of
    - a. the index rate for such loan in effect at the time of its origination and
    - b. the margin for such loan
 as such index rate and margin are to be calculated in re-setting the interest rate for such loan on a subsequent interest-rate adjustment date.

2. Section III, Exclusions, is amended by adding the following exclusions:
- alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving, in whole or in part, any **Designated Loan(s)**, **Designated Loan Practice(s)**, or **Designated Lending Program(s)** including, without limitation:
    - a. the purchase, re-purchase, sale, extension, grant, origination, processing, pooling, servicing, brokering, commitment, restructuring, termination, transfer, or underwriting of any **Designated Loan(s)**;
    - b. the performance of, or the failure to perform, professional services in connection with any **Designated Loan(s)** or securities collateralized, directly or indirectly, in whole or in part, by, or otherwise resulting from the securitization of, any **Designated Loan(s)**;
    - c. the purchase or sale of, the offer to purchase or sell, the solicitation of any offer to purchase or sell, or the formulation, promotion, or management of any securities collateralized, directly or indirectly, in whole or in part, by, or otherwise resulting from the securitization of, any **Designated Loan(s)**; or
    - d. the purchase or sale of, the offer to purchase or sell, the solicitation of any offer to purchase or sell, or the formulation, promotion, or management of:
      - i. any derivative including, without limitation, a future, forward, option, or swap; or
      - ii. any contractual right or duty,if such derivative or contractual right or duty is defined, determined, or calculated by reference to any **Designated Loan(s)** or securities collateralized, directly or indirectly, in whole or in part, by any **Designated Loan(s)**.

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Sub-Prime Loan Exclusion**

It is agreed that:

1. Section III, Exclusions, is amended by adding the following exclusions:
  - alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving, in whole or in part, any **Subprime Loan(s)**, or **Subprime Lending Program(s)** including, without limitation:
    - a. the purchase, re-purchase, sale, extension, grant, origination, processing, pooling, servicing, brokering, commitment, restructuring, termination, transfer, or underwriting of any **Subprime Loan(s)**;
    - b. the performance of, or the failure to perform, professional services in connection with any **Subprime Loan(s)** or securities collateralized, directly or indirectly, in whole or in part, by, or otherwise resulting from the securitization of, any **Subprime Loan(s)**;
    - c. the purchase or sale of, the offer to purchase or sell, the solicitation of any offer to purchase or sell, or the formulation, promotion, or management of any securities collateralized, directly or indirectly, in whole or in part, by, or otherwise resulting from the securitization of, any **Subprime Loan(s)**; or
    - d. the purchase or sale of, the offer to purchase or sell, the solicitation of any offer to purchase or sell, or the formulation, promotion, or management of:
      - i. any derivative including, without limitation, a future, forward, option, or swap; or
      - ii. any contractual right or duty,if such derivative or contractual right or duty is defined, determined, or calculated by reference to any **Subprime Loan(s)** or securities collateralized, directly or indirectly, in whole or in part, by any **Subprime Loan(s)**.
2. Section II, Definitions, is amended by adding the following:
  - **Subprime Lending Program** means any program involving the regular or targeted acquisition, through origination or purchase, of any **Subprime Loan(s)** that will be held in portfolio or accumulated for resale.
  - **Subprime Loan** means a loan to a borrower with an impaired, minimal, or weakened credit history including, without limitation, a borrower who, at the time of the origination or purchase of the loan, displayed one of the following characteristics:

- a. two or more 30-day delinquencies in the last 12 months, or one or more 60-day delinquencies in the last 24 months;
- b. a judgment, foreclosure, repossession, or charge-off in the last 24 months;
- c. a bankruptcy in the last five years;
- d. a Fair, Isaac and Company (FICO) score of 660 or less, or other credit bureau risk or proprietary scores with equivalent default-probability likelihood;
- e. a debt-service-to-income ratio of 50 percent or greater; or
- f. any other characteristic that correlates to a high probability of default relative to borrowers with good credit history.

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Subrogation (Contractual Waiver)**

It is agreed that Section VI, Conditions, subsections G, is amended by adding the following:

Notwithstanding the above, the **Company** agrees not to enforce its subrogation rights against the persons or organizations named in the Schedule below, but solely with respect to **Wrongful Acts** arising out of **Professional Services** which are rendered or should have been rendered pursuant to a contract entered into by the **Named Insured** where:

- such contract requires such waiver; and
- such contract is in force prior to the rendering of such **Professional Services**.

Such waiver is not enforceable against and shall not operate to benefit, directly or indirectly, anyone not named in the schedule.

Schedule:

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Non-Stacking of Limits**

It is agreed that the **Policy** is amended at section V, Limits of Liability And Retention, by adding the following subsection:

- Notwithstanding anything above to the contrary, with regard to any **Claims** for which coverage is simultaneously afforded, in whole or in part, under this **Policy** and policy number \_\_\_\_\_, the maximum cumulative Limit of Liability the **Company** shall be the lesser of \$\_\_\_\_\_ or the total remaining aggregate limit of said policies as reduced by payments of any and all **Claims** under such policies.

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Loan Repurchase Exclusion**

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

- alleging, based upon, arising out of, or attributable to, in whole or in part, directly or indirectly, any loan repurchase demand, or any **Insured's** actual or alleged obligation under any loan repurchase agreement.

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Property Manager and Real Estate Endorsement (Lockbox, Civil Rights, Construction Manager)**

It is agreed that:

1. Item 7 of the Declarations is amended by adding the following:

The sale and/or listing of residential property that is owned by an agent, independent contractor, broker or employee of the **Named Insured**, but only when the sale and/or listing is handled by an agent or broker who has no ownership interest in the property.

2. Section III, Exclusions, is amended as follows:

- A. Exclusion B is amended by adding the following:

However, this exclusion shall not apply to **Property Damage** arising out of a **Wrongful Act** committed by the **Insured** in the performance of providing services involving the use and operation of a Lockbox, subject to a sub-limit of liability of \$\_\_\_\_\_ each **Claim** and per **Policy Period** in the aggregate. This sub-limit of liability shall be part of and not in addition to the Limits of Liability otherwise stated in Item 3 of the Declarations, and will in no way serve to increase the **Company's** Limits of Liability as therein provided;

- B. Exclusion G is amended by adding the following:

However, this exclusion shall not apply to **Claims Expenses** incurred by the **Insured** in defense of civil lawsuits alleging violations of Title VIII of the Civil Rights Act of 1968, the Fair Housing Amendment Act of 1988, or any similar state or local law or ordinance, subject to a sub-limit of liability of \$\_\_\_\_\_ each **Claim** and per **Policy Period** in the aggregate. This sub-limit of liability shall be part of and not in addition to the Limits of Liability otherwise stated in Item 3 of the Declarations, and will in no way serve to increase the **Company's** Limits of Liability as therein provided;

The **Company's** obligation to reimburse the **Insured** for any such **Claims Expenses** does not include any other amounts for which the **Insured** may become legally obligated to pay as a result of a **Wrongful Act** committed or allegedly committed by the **Insured** or by any entity for whom the **Insured** is legally liable, alleging violation of Title VIII of the Civil Rights Act of 1968, the Fair Housing Amendment Act of 1988, or any similar state or local law or ordinance.

The **Company's** obligation to reimburse such **Claims Expenses** is in excess of the **Insured's** applicable Retention listed in Item 4 of the Declarations.

- C. The following additional exclusions are added:

- alleging, based upon, arising out of, or attributable to representations or warranties, expressed, implied or otherwise made by the **Insured**, pertaining to the guarantee of future value of real property;
- alleging, based upon, arising out of, or attributable to the formulation, promotion, offer, sale or management of any limited or general partnership or any interest therein;
- alleging, based upon, arising out of, or attributable to the failure to effect or maintain any insurance or bond;

- alleging, based upon, arising out of, or attributable to any transaction in which any **Insured** has a direct or indirect beneficial ownership interest as a buyer or seller of real property; however, this exclusion does not apply to real property to which any **Insured** has taken legal title solely for immediate resale and has entered into a written contract to sell not later than one hundred and eighty (180) days after taking legal title;
- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as an insurance agent or insurance broker;
- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as an mortgage banker or mortgage broker, including without limitation any one or more of the following activities:
  - i. the origination, purchase, processing, pooling, extension, brokering, restructuring, sale, termination, transfer and servicing of loans secured by real property or other collateral;
  - ii. collection of loan payments, remitting principal and investors owning the loans, maintaining insurance, paying real estate taxes and hazard insurance premiums, managing delinquencies and defaults;
  - iii. payoff calculations and collections including penalties, yield maintenance fees and defeasance fees;
  - iv. bankruptcy foreclosures, loan workouts and sale of real estate and other loan collateral owned;
  - v. managing borrower escrow and reserve funds including establishing interest bearing accounts and processing reserve disbursement requests in accordance with the underlying loan documents;
  - vi. providing information, advice or counseling in connection with any of the above activities;
- alleging, based upon, arising out of, or attributable to or connected with the performance of or failure to perform services as an escrow agent, title agent or title abstractor;
- alleging, based upon, arising out of, or attributable to the performance of or failure to perform services as a property developer or builder;
- alleging, based upon, arising out of, or attributable to the commingling or improper use of, or failure to properly segregate or safeguard funds;

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Property Manager and Real Estate Endorsement (Lockbox, Civil Rights, Amended Ownership Interest and Property Developer Exclusion)**

It is agreed that:

1. Item 7 of the Declarations is amended by adding the following:

The sale and/or listing of residential property that is owned by an agent, independent contractor, broker or employee of the **Named Insured**, but only when the sale and/or listing is handled by an agent or broker who has no ownership interest in the property.

2. Section III, Exclusions, is amended as follows:

- A. Exclusion B is amended by adding the following:

However, this exclusion shall not apply to **Property Damage** arising out of a **Wrongful Act** committed by the **Insured** in the performance of providing services involving the use and operation of a Lockbox, subject to a sub-limit of liability of \$\_\_\_\_\_ each **Claim** and per **Policy Period** in the aggregate. This sub-limit of liability shall be part of and not in addition to the Limits of Liability otherwise stated in Item 3 of the Declarations, and will in no way serve to increase the **Company's** Limits of Liability as therein provided;

- B. Exclusion G is amended by adding the following:

However, this exclusion shall not apply to **Claims Expenses** incurred by the **Insured** in defense of civil lawsuits alleging violations of Title VIII of the Civil Rights Act of 1968, the Fair Housing Amendment Act of 1988, or any similar state or local law or ordinance, subject to a sub-limit of liability of \$\_\_\_\_\_ each **Claim** and per **Policy Period** in the aggregate. This sub-limit of liability shall be part of and not in addition to the Limits of Liability otherwise stated in Item 3 of the Declarations, and will in no way serve to increase the **Company's** Limits of Liability as therein provided;

The **Company's** obligation to reimburse the **Insured** for any such **Claims Expenses** does not include any other amounts for which the **Insured** may become legally obligated to pay as a result of a **Wrongful Act** committed or allegedly committed by the **Insured** or by any entity for whom the **Insured** is legally liable, alleging violation of Title VIII of the Civil Rights Act of 1968, the Fair Housing Amendment Act of 1988, or any similar state or local law or ordinance.

The **Company's** obligation to reimburse such **Claims Expenses** is in excess of the **Insured's** applicable Retention listed in Item 4 of the Declarations.

- C. The following additional exclusions are added:

- alleging, based upon, arising out of, or attributable to representations or warranties, expressed, implied or otherwise made by the **Insured**, pertaining to the guarantee of future value of real property;
- alleging, based upon, arising out of, or attributable to the formulation, promotion, offer, sale or management of any limited or general partnership or any interest therein;
- alleging, based upon, arising out of, or attributable to the failure to effect or maintain any insurance or bond;

- alleging, based upon, arising out of, or attributable to: (i) any transaction involving a loan funded in whole or in part with any **Insured's** own funds, or (ii) any transaction in which any **Insured** has a direct or indirect beneficial ownership interest as a buyer or seller of real property; however solely in the event the **Insured** has a direct or indirect beneficial ownership as a seller of real property, part (ii) of this exclusion does not apply to any **Claim** brought by a person or entity who is not an **Insured** where the **Insured** has: (a) provided the buyer of said real property with written disclosure of the **Insured's** ownership interest in said real property and relationship (if any) with the seller of said real property, and (b) obtains a written acknowledgement from the buyer of said disclosure;
- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as an insurance agent or insurance broker;
- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as an mortgage banker or mortgage broker, including without limitation any one or more of the following activities:
  - i. the origination, purchase, processing, pooling, extension, brokering, restructuring, sale, termination, transfer and servicing of loans secured by real property or other collateral;
  - ii. collection of loan payments, remitting principal and investors owning the loans, maintaining insurance, paying real estate taxes and hazard insurance premiums, managing delinquencies and defaults;
  - iii. payoff calculations and collections including penalties, yield maintenance fees and defeasance fees;
  - iv. bankruptcy foreclosures, loan workouts and sale of real estate and other loan collateral owned;
  - v. managing borrower escrow and reserve funds including establishing interest bearing accounts and processing reserve disbursement requests in accordance with the underlying loan documents;
  - vi. providing information, advice or counseling in connection with any of the above activities;
- alleging, based upon, arising out of, or attributable to or connected with the performance of or failure to perform services as an escrow agent, title agent or title abstractor;
- alleging, based upon, arising out of, or attributable to the performance of or failure to perform services as a property developer or builder;
- alleging, based upon, arising out of, or attributable to the commingling or improper use of, or failure to properly segregate or safeguard funds;

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Property Manager and Real Estate Endorsement (Lockbox, Civil Rights, Amended Ownership Interest Exclusion)**

It is agreed that:

1. Item 7 of the Declarations is amended by adding the following:

The sale and/or listing of residential property that is owned by an agent, independent contractor, broker or employee of the **Named Insured**, but only when the sale and/or listing is handled by an agent or broker who has no ownership interest in the property.

2. Section III, Exclusions, is amended as follows:

- A. Exclusion B is amended by adding the following:

However, this exclusion shall not apply to **Property Damage** arising out of a **Wrongful Act** committed by the **Insured** in the performance of providing services involving the use and operation of a Lockbox, subject to a sub-limit of liability of \$\_\_\_\_\_ each **Claim** and per **Policy Period** in the aggregate. This sub-limit of liability shall be part of and not in addition to the Limits of Liability otherwise stated in Item 3 of the Declarations, and will in no way serve to increase the **Company's** Limits of Liability as therein provided;

- B. Exclusion G is amended by adding the following:

However, this exclusion shall not apply to **Claims Expenses** incurred by the **Insured** in defense of civil lawsuits alleging violations of Title VIII of the Civil Rights Act of 1968, the Fair Housing Amendment Act of 1988, or any similar state or local law or ordinance, subject to a sub-limit of liability of \$\_\_\_\_\_ each **Claim** and per **Policy Period** in the aggregate. This sub-limit of liability shall be part of and not in addition to the Limits of Liability otherwise stated in Item 3 of the Declarations, and will in no way serve to increase the **Company's** Limits of Liability as therein provided;

The **Company's** obligation to reimburse the **Insured** for any such **Claims Expenses** does not include any other amounts for which the **Insured** may become legally obligated to pay as a result of a **Wrongful Act** committed or allegedly committed by the **Insured** or by any entity for whom the **Insured** is legally liable, alleging violation of Title VIII of the Civil Rights Act of 1968, the Fair Housing Amendment Act of 1988, or any similar state or local law or ordinance.

The **Company's** obligation to reimburse such **Claims Expenses** is in excess of the **Insured's** applicable Retention listed in Item 4 of the Declarations.

- C. The following additional exclusions are added:

- alleging, based upon, arising out of, or attributable to representations or warranties, expressed, implied or otherwise made by the **Insured**, pertaining to the guarantee of future value of real property;
- alleging, based upon, arising out of, or attributable to the formulation, promotion, offer, sale or management of any limited or general partnership or any interest therein;

- alleging, based upon, arising out of, or attributable to the failure to effect or maintain any insurance or bond;
- alleging, based upon, arising out of, or attributable to: (i) any transaction involving a loan funded in whole or in part with any **Insured's** own funds, or (ii) any transaction in which any **Insured** has a direct or indirect beneficial ownership interest as a buyer or seller of real property; however solely in the event the **Insured** has a direct or indirect beneficial ownership as a seller of real property, part (ii) of this exclusion does not apply to any **Claim** brought by a person or entity who is not an **Insured** where the **Insured** has: (a) provided the buyer of said real property with written disclosure of the **Insured's** ownership interest in said real property and relationship (if any) with the seller of said real property, and (b) obtains a written acknowledgement from the buyer of said disclosure;
- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as an insurance agent or insurance broker;
- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as an mortgage banker or mortgage broker, including without limitation any one or more of the following activities:
  - i. the origination, purchase, processing, pooling, extension, brokering, restructuring, sale, termination, transfer and servicing of loans secured by real property or other collateral;
  - ii. collection of loan payments, remitting principal and investors owning the loans, maintaining insurance, paying real estate taxes and hazard insurance premiums, managing delinquencies and defaults;
  - iii. payoff calculations and collections including penalties, yield maintenance fees and defeasance fees;
  - iv. bankruptcy foreclosures, loan workouts and sale of real estate and other loan collateral owned;
  - v. managing borrower escrow and reserve funds including establishing interest bearing accounts and processing reserve disbursement requests in accordance with the underlying loan documents;
  - vi. providing information, advice or counseling in connection with any of the above activities;
- alleging, based upon, arising out of, or attributable to or connected with the performance of or failure to perform services as an escrow agent, title agent or title abstractor;
- alleging, based upon, arising out of, or attributable to the performance of or failure to perform services as a property developer, builder or construction manager;
- alleging, based upon, arising out of, or attributable to the commingling or improper use of, or failure to properly segregate or safeguard funds;

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

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Authorized Representative



**ACE Advantage® Small Business  
Miscellaneous Professional Liability  
Nonbinding Insurance Price Indication  
Questionnaire**

**NOTICE**

The insurance that you are inquiring about is written on a claims-made and reported basis. Only claims first made against an insured and reported to the insurance company during the policy period are covered, subject to the policy provisions.

The limits of liability stated in such policy are reduced, and may be exhausted, by claims expenses. Claims expenses are also applied against any applicable retention. If you have any questions about coverage, please discuss them with your insurance agent.

**THIS IS NOT A QUOTATION / THIS IS NON-BINDING**

Depending on your replies to the following questionnaire, ACE \_\_\_\_\_ (proposed insuring entity, hereafter the "Company") may be interested in pursuing the business about which you have inquired. Our interest would be subject to satisfactory terms, conditions and pricing and completion of our underwriting due diligence.

By completing the following limited information concerning this risk contained in the questionnaire below, we hope to be able to provide you with the approximate, nonbinding pricing parameters for this business within an estimated price range or price indication. However, completion of this questionnaire by you shall not oblige the Company to provide such a nonbinding indication. Further, please note that if the Company elects to provide a nonbinding indication, such provision shall not oblige the Company to subsequently provide a binding insurance quotation.

The Company will not submit a binding quotation without completing a full underwriting review and due diligence of your submission. The completion of such review may result in pricing either higher or lower than the approximate indication range. We may also modify terms and/or conditions, including but not limited to self insured retentions, retroactive dates, exclusions and other endorsements that may modify the coverage originally referenced in the indication.

**INSTRUCTIONS**

Please type or print all answers clearly. Answer all questions completely, leaving no blanks. If there is insufficient space to complete an answer, please continue on a separate sheet indicating the question number. If any questions, or any part thereof, do not apply, print N/A in the space. Insert checks in Yes or No answer boxes, if any. This questionnaire must be completed, signed, and dated by an authorized officer of your firm. Underwriters will rely on all statements made in this questionnaire.

The information requested in this questionnaire is for underwriting purposes, solely to generate a nonbinding estimated price quotation, and does not constitute notice to the Company under any Policy of a claim or potential claim. All such notices must be submitted to the Company pursuant to the terms of the Policy, if and when issued.

**1. General Information:**

Applicant Name:

Year Established:                      Applicant State of Domicile:

Business Type:     Corporation     Partnership     Limited Liability Company     Other

**2. Subsidiaries:**

Does the applicant have more than fifty percent ownership interest in any entity?  Yes  No

**If the answer is yes, please explain:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**3. Acquisition, Merger, Consolidation:**

- a. Is the Applicant owned, controlled or affiliated with any other entity?  Yes  No
- b. Has the name of the Applicant ever been changed?  Yes  No
- c. Has the Applicant ever been the subject of any merger, acquisition or consolidation?  Yes  No

**If the answer is yes, please explain:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**4. Professional Services:**

Please provide a comprehensive description of the professional services performed by the applicant for which coverage is desired.

Services Provided	Percentage of Revenue Revenues
1.	%
2.	%
3.	%

**5. Financial & Business Information:**

Indicate below the total revenues for all professional services indicated in question 4a.

	Year	Revenues	% Non-US Revenues
Prior Fiscal Year		\$	
Current Fiscal Year		\$	
Projected Next Fiscal Year		\$	

**6. Contracts:**

- a. Do you require a written contract or agreement for services with your customers?  Always  
 Sometimes  
 Never
- b. Are all contracts reviewed by your legal department or a third party law firm?  Yes  No

**7. Professional Development and Risk Management:**

- a. Are professional services rendered in accordance with industry standards pertaining to your profession?  Yes  No
- b. Do you provide formalized in-house training for all professional employees?  Yes  No
- c. Do you have any risk management procedures established and in use?  Yes  No

**8. Prior Insurance:**

- a. Please provide the following information for any Errors and Omissions or Professional Liability Insurance the Applicant carried during the last five years:

Company	Limit of Liability	Deductible	Premium	Policy Period	Retro Date
1.					
2.					
3.					

**Missouri applicants DO NOT answer this question.**

- b. Has any Errors or Omissions Insurance or Professional Liability Insurance issued to the Applicant ever been declined, cancelled or non-renewed?  Yes  No

**If Yes, please explain on separate sheet.**

**9. Claims Experience:**

- a. After inquiry, any principals, directors, officers, partners, professional employees or independent contractors of the Applicant have knowledge or information of any actual or alleged acts, errors, omissions, offenses or circumstances which might reasonably be expected to give rise to a claim against the Applicant or any proposed insured entity?  Yes  No
- b. During the past five years, has the Applicant, or any of its predecessors in business, subsidiaries or affiliates, or any of the principals, directors, officers, partners, professional employees or independent contractors ever been the subject of a disciplinary action as a result of professional activities?  Yes  No
- c. During the past five years, have any claims or suits been made against the Applicant, any predecessors in business, subsidiaries, affiliates or any principal, director, officer or professional employee?  Yes  No

If yes to any part of Question 9 a-c, please provide additional information.

**NOTICE TO ARKANSAS, LOUISIANA AND WEST VIRGINIA APPLICANTS:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**NOTICE TO COLORADO APPLICANTS:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**NOTICE TO DISTRICT OF COLUMBIA APPLICANTS:** WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

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

**NOTICE TO KENTUCKY APPLICANTS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**NOTICE TO MAINE APPLICANTS:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**NOTICE TO MARYLAND APPLICANTS:** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**NOTICE TO NEW JERSEY APPLICANTS:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**NOTICE TO NEW MEXICO APPLICANTS:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

**NOTICE TO NEW YORK APPLICANTS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

**NOTICE TO OHIO APPLICANTS:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**NOTICE TO OKLAHOMA APPLICANTS:** 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.

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

**NOTICE TO PENNSYLVANIA APPLICANTS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**NOTICE TO TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

**NOTICE TO ALL OTHER APPLICANTS:**

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

Applicant's Signature:

\_\_\_\_\_  
(Must be signed by an Officer of the Applicant)

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date (Mo./Day/Yr.)

**FOR FLORIDA APPLICANTS ONLY:**

Agent Name: \_\_\_\_\_

Agent License Identification Number: \_\_\_\_\_

**FOR IOWA APPLICANTS ONLY:**

Broker: \_\_\_\_\_

Address: \_\_\_\_\_

**FOR ARKANSAS, MISSOURI AND WYOMING APPLICANTS ONLY:**

**THE APPLICANT UNDERSTANDS AND ACKNOWLEDGES THAT THE INSURANCE FOR WHICH IT IS INQUIRING CONTAINS A DEFENSE WITHIN LIMITS PROVISION WHICH MEANS THAT CLAIMS EXPENSES WILL REDUCE THE POLICY'S LIMITS OF LIABILITY AND MAY EXHAUST THEM COMPLETELY. SHOULD THAT OCCUR, THE APPLICANT SHALL BE LIABLE FOR ANY FURTHER CLAIMS EXPENSES AND DAMAGES.**

Applicant's Signature:

\_\_\_\_\_  
(Must be signed by an Officer of the Applicant)

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date (Mo./Day/Yr.)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Additional Insured – Limits – Retroactive Date**

It is agreed that in consideration of the additional premium of \$ \_\_\_\_\_, the **Policy** is amended as follows:

- Section II, Definitions, of the **Policy**, subsection I, the definition of **Insured**, is amended by adding the following:

**Insured** also means the following individual or entity: \_\_\_\_\_.

- Solely with respect to the additional **Insured** listed directly above in this endorsement, the **Policy** is amended as follows, but only for **Claims** first made, in whole or in part, on or after \_\_\_\_\_:

- Item 6 of the Declarations, **Retroactive Date**, is deleted in its entirety and the following is inserted:

Item 6. **Retroactive Date** (if applicable): \_\_\_\_\_

- Item 3 of the Declarations, Limit of Liability, is deleted in its entirety and the following is inserted:

Item 3.	Limit of Liability (including <b>Claims Expenses</b> )
\$	Each <b>Claim</b>
\$	Aggregate Limit
\$	<b>Disciplinary Proceeding Claims Expense</b> Aggregate Limit

The above limits are Sub-Limits of Liability which are part of and not in addition to the Each **Claim** and Aggregate Limits of Liability otherwise stated in Item 3 of the Declarations, and will in no way serve to increase the **Company's** Limit of Liability as therein provided. If different parts of a single **Claim** are subject to different applicable Limits or Sub-limits, the applicable Limits or Sub-limits will be applied separately to each part of such **Claim**.

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

\_\_\_\_\_  
Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Additional Insured – Limits – Retroactive Date - Retention**

It is agreed that in consideration of the additional premium of \$ \_\_\_\_\_, the **Policy** is amended as follows:

1. Section II, Definitions, of the **Policy**, subsection I, the definition of **Insured**, is amended by adding the following:

**Insured** also means the following individual or entity: \_\_\_\_\_.

2. Solely with respect to the additional **Insured** listed directly above in this endorsement, the **Policy** is amended as follows, but only for **Claims** first made, in whole or in part, on or after \_\_\_\_\_:

- a. Item 6 of the Declarations, **Retroactive Date**, is deleted in its entirety and the following is inserted:

Item 6. **Retroactive Date** (if applicable): \_\_\_\_\_

- b. Item 3 of the Declarations, Limit of Liability, is deleted in its entirety and the following is inserted:

Item 3.           Limit of Liability (including **Claims Expenses**)

\$                Each **Claim**

\$                Aggregate Limit

\$                **Disciplinary Proceeding Claims Expense** Aggregate Limit

The above limits are Sub-Limits of Liability which are part of and not in addition to the Each **Claim** and Aggregate Limits of Liability otherwise stated in Item 3 of the Declarations, and will in no way serve to increase the **Company's** Limit of Liability as therein provided. If different parts of a single **Claim** are subject to different applicable Limits or Sub-limits, the applicable Limits or Sub-limits will be applied separately to each part of such **Claim**.

- c. Item 4 of the Declarations, Retention, is deleted in its entirety and the following is inserted:

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

\_\_\_\_\_  
Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Dishonesty Exclusion Amended (Partial Severability)**

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

For purposes of this exclusion, only the knowledge of the **Named Insured's** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ (or the functional equivalent of such positions for the **Named Insured**) shall be imputed to all **Insureds** who are natural persons. The knowledge of an **Insured**, other than the aforementioned officers or employees, shall not be imputed to any other **Insureds** who are natural persons, however the knowledge of any **Insured** may be imputed to the **Named Insured** or any **Subsidiary**.

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Partial Application Severability, 4 Officers**

It is agreed that Section VI, Conditions, subsection D, Representations, is amended by deleting numbered paragraph 2 in its entirety and inserting the following:

2. In the event the **Application**, including materials submitted or required to be submitted therewith, contains any misrepresentation or omission made with the intent to deceive or which materially affects either the acceptance of the risk or hazard assumed by the **Company** under this **Policy**, this **Policy** shall be void ab initio as to any **Insured** who knew the facts misrepresented or the omissions, whether or not such person knew of the **Application** or this **Policy**.

For purposes of this subsection D, only the knowledge of the **Named Insured's**

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ (or the functional equivalent of such positions for the **Named Insured**) shall be imputed to all **Insureds** who are natural persons. The knowledge of an **Insured**, other than the aforementioned officers or employees, shall not be imputed to any other **Insureds** who are natural persons, however the knowledge of any **Insured** may be imputed to the **Named Insured** or any **Subsidiary**.

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Profit, Advantage Exclusion Amended (Partial Severability)**

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

For purposes of this exclusion, only the knowledge of the **Named Insured's**

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ (or the functional equivalent of such positions for the **Named Insured**) shall be imputed to all **Insureds** who are natural persons. The knowledge of an **Insured**, other than the aforementioned officers or employees, shall not be imputed to any other **Insureds** who are natural persons, however the knowledge of any **Insured** may be imputed to the **Named Insured** or any **Subsidiary**.

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

\_\_\_\_\_  
Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Profit, Advantage Exclusion Amended (Partial Severability)**

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

For purposes of this exclusion, only the knowledge of the **Named Insured's** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ (or the functional equivalent of such positions for the **Named Insured**) shall be imputed to all **Insureds** who are natural persons. The knowledge of an **Insured**, other than the aforementioned officers or employees, shall not be imputed to any other **Insureds** who are natural persons, however the knowledge of any **Insured** may be imputed to the **Named Insured** or any **Subsidiary**.

Further, this exclusion shall not apply to **Claims Expenses** or the **Company's** duty to defend any such **Claim** unless and until there is an adverse admission by, finding of fact, or final adjudication against any **Insured** as to such conduct, at which time the **Insured** shall reimburse the Company for all **Claims Expenses** paid on account of such **Claim**.

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Retroactive Date Amended**

It is agreed that solely with respect to that part of any **Claim** arising out of **Wrongful Acts** committed in whole or in part by \_\_\_\_\_, Item 6 of the Declarations is deleted in its entirety and the following is inserted:

Item 6. **Retroactive Date** (if applicable): \_\_\_\_\_

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Privacy Liability, Identity Theft Expense, Network Operations Security Liability and Multimedia**

In consideration of the premium charged, it is agreed that the **Policy** is amended as follows:

- The Declarations is amended by adding the following additional Item 11:

Item 11. Insuring Agreement(s) Purchased (

- 1. Miscellaneous Professional Liability
- 2. Privacy Liability
- 3. Identity Theft Public Relations Expense Fund
- 4. **Network Operations Security Liability**

- Item 3, Limit of Liability, of the Declarations is deleted in its entirety and replaced with the following:

Item 3. Limit of Liability (including **Claims Expense**)

A. Limit of Liability for Insuring Agreements:	<u>Each Claim</u>	<u>Aggregate</u>
1. Miscellaneous Professional Liability	\$	\$
2. Privacy Liability (subject to <b>Regulatory Proceeding</b> sublimit)	\$	\$
3. Identity Theft Public Relations Expense Fund	\$50,000	\$50,000
4. <b>Network Operations Security Liability</b>	\$	\$
<b>B. Disciplinary Proceeding Claims Expenses</b> (in addition to the Each <b>Claim</b> and Aggregate Limits set forth above)		\$5,000
<b>C. Regulatory Proceeding</b> Sub-Limit of Liability	\$250,000	\$250,000
<b>D. Maximum Policy</b> Aggregate Limit of Liability		\$

- Item 4, Retention, of the Declarations is deleted in its entirety and replaced with the following:

Item 4. Retention

\$	each <b>Claim</b> for Insuring Agreement 1
\$	each <b>Claim</b> for Insuring Agreement 2
NIL	each <b>Claim</b> for Insuring Agreement 3
\$	each <b>Claim</b> for Insuring Agreement 4

4. Item 6, **Retroactive Date**, of the Declarations is deleted in its entirety and replaced with the following:

Item 6. **Retroactive Date** (if applicable):

Insuring Agreement

**Retroactive Date**

1. Miscellaneous Professional Liability
2. Privacy Liability
3. Identity Theft Public Relations Expense Fund
4. **Network Operations Security** Liability

5. Section I, Insuring Agreement and Defense, subsection A, Insuring Agreement, is deleted in its entirety and replaced with the following:

A. Insuring Agreements

1. Miscellaneous Professional Liability & Multimedia

If Insuring Agreement 1 is purchased, the **Company** will pay on behalf of the **Insured** all sums in excess of the Retention that the **Insured** shall become legally obligated to pay as **Damages** and **Claims Expenses**, including those **Assumed Under Contract**, because of a **Claim** first made against the **Insured** and reported to the **Company** during the **Policy Period** by reason of a **Wrongful Act** committed on or subsequent to the **Retroactive Date** and before the end of the **Policy Period**.

2. Privacy Liability

If Insuring Agreement 2 is purchased, the **Company** will pay **Damages** and **Claims Expenses** of the **Insured** in excess of the Retention that the **Insured** shall become legally obligated to pay by reason of a **Claim** first made against the **Insured** and reported to the **Company** during the **Policy Period** for any **Wrongful Acts** committed on or subsequent to the **Retroactive Date** and before the end of the **Policy Period**.

3. Identity Theft Public Relations Expense Fund

If Insuring Agreement 3 is purchased, the **Company** will pay **Crisis Management Expenses** incurred by the **Insured** during the **Policy Period** by reason of a **Claim** reported to the **Company** for any **Wrongful Acts** committed on or subsequent to the **Retroactive Date** and before the end of the **Policy Period**.

4. **Network Operations Security** Liability

If Insuring Agreement 4 is purchased, the **Company** will pay **Damages** and **Claims Expenses** of the **Insured** in excess of the Retention that the **Insured** becomes legally obligated to pay by reason of a **Claim** first made against the **Insured** and reported to the **Company** during the **Policy Period** for any **Wrongful Acts** committed on or subsequent to the **Retroactive Date** and before the end of the **Policy Period**.

6. Section I, Insuring Agreement and Defense, subsection B, Defense, numbered paragraph 1 is deleted in its entirety and replaced with the following:

1. The **Company** shall have the right and duty to defend any covered **Claim**, except for a **Regulatory Proceeding**, brought against the **Insured** even if the **Claim** is groundless, false or fraudulent. The **Company** shall have the right, but not the duty, to defend any **Regulatory Proceeding**. The **Insured** shall not admit or assume liability or settle or negotiate to settle any **Claim** or incur any **Claims Expenses**

or **Crisis Management Expenses** without the prior written consent of the **Company** and the **Company** shall have the right to appoint counsel and to make such investigation and defense of a **Claim** as it deems necessary.

7. Section II, Definitions, is amended as follows:

a. Subsection B, the definition of **Bodily Injury**, is amended by adding the following:

However, **Bodily Injury** does not mean mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock resulting from a **Wrongful Act** for which coverage is provided under Section A, Insuring Agreement 2.

b. Subsection C, the definition of **Claim**, is deleted in its entirety and replaced with the following:

C. **Claim** means:

1. with respect to Insuring Agreements 1, 2 and 3:
  - a. a written demand against any **Insured** for monetary or non-monetary damages;
  - b. a civil proceeding against any **Insured** for monetary damages, non-monetary damages or injunctive relief, commenced by the service of a complaint or similar pleading;
  - c. an arbitration proceeding against any **Insured** for monetary damages, non-monetary damages or injunctive relief;
2. also, with respect to Insuring Agreement 1, Miscellaneous Professional Liability only:
  - a. a civil, administrative or regulatory investigation against any **Insured** commenced by the filing of a notice of charges, investigative order or similar document;
  - b. a **Disciplinary Proceeding**;
  - c. a written demand seeking monetary or injunctive relief for a **Media Injury** arising from a **Wrongful Act** in the performance of or failure to perform **Media Services**;
3. also, with respect to Insuring Agreement 2, Privacy Liability only, a **Regulatory Proceeding**;
4. solely with respect to Insuring Agreement 3, Identity Theft Public Relations Expense Fund, a written report by the **Insured** to the **Company** of an actual or alleged violation of any **Privacy Regulations** by the **Insured**.

including any appeal therefrom.

c. Solely with respect to Insuring Agreement 1, Miscellaneous Professional Liability, subsection F, the definition of **Damages** is deleted in its entirety and the following is inserted:

F. **Damages** means any compensatory amount which the **Insured** becomes legally obligated to pay on account of a covered **Claim**, including judgments, awards, any award of prejudgment and post-judgment interest on that part of any judgment paid under this **Policy**, and settlements. All settlements must be negotiated and agreed upon with the prior written consent of the **Company**.

Solely with respect to **Claims** for breach of an express or implied contract arising out of the actual or alleged submission of any material, idea or process as defined under paragraph C of the definition of **Media Injury**, **Damages** also means emotional distress or breach of trust or confidence arising out of such submission.

**Damages** shall not include:

- a. civil or criminal fines, penalties, or sanctions, whether pursuant to law, statute, regulation or court rule;

- b. any matter, sum or award that is uninsurable under the law pursuant to which this Policy shall be construed; and
- c. lost profits, disgorgement of profits, royalties, commissions, cost of recall, reproduction costs, cost of correction, and charges for goods or services.

**Damages** includes punitive and exemplary damages and the multiplied portion of any multiple damage award, to the extent such damages are insurable under the internal laws of any jurisdiction which has a substantial relationship to the **Insured**, the **Company**, this **Policy**, or such **Claim**. Provided, however, punitive and exemplary damages as a result of the **Insured's** own misconduct are uninsurable in the State of Illinois.

- d. Subsection P, the definition of **Professional Services** is amended by adding the following:

**Professional Services** also means **Media Services** performed by an **Insured** or by any other person or entity for whom the **Insured** is legally liable.

- e. Subsection T, the definition of **Wrongful Act**, is deleted in its entirety and replaced with the following:

T. **Wrongful Act** means: any actual or alleged negligent act, error, omission, misstatement, misleading statement or **Personal Injury Offense** committed by the **Insured**:

1. Solely with respect to Insuring Agreement 1, Miscellaneous Professional Liability, any actual or alleged negligent act, error, omission, misstatement, misleading statement, **Personal Injury Offense**, neglect, breach of duty or **Media Injury** committed by the **Insured** in the performance of or failure to perform **Professional Services** by the **Insured** or by any other person or entity for whom the **Insured** is legally liable.
2. Solely with respect to Insuring Agreement 2, Privacy Liability any actual or alleged negligent act, error, omission committed by the **Insured**:
  - a. in the failure by the **Insured** or by an independent contractor for which the **Insured** is legally responsible to properly handle, manage, store, destroy or otherwise control:
    - i. **Personal Information** in any format; or
    - ii. third party corporate information in any format specifically identified as confidential and protected under a nondisclosure agreement or similar contract;
  - b. in an unintentional violation of the **Insured's** privacy policy that results in the violation of any **Privacy Regulation**.
3. Solely with respect to Insuring Agreement 3, Identity Theft Public Relations Expense Fund, any actual or alleged negligent act, error, omission, committed by the **Insured** in any actual or potential violation of any **Privacy Regulations** by the **Insured**.
4. Solely with respect to Insuring Agreement 4, **Network Operations Security** Liability, any actual or alleged act, error, or omission committed by the **Insured** in the conduct of **Network Operations Security** that results in:
  - a. the failure to prevent **Unauthorized Access** to or **Unauthorized Use** of the **Insured's Computer System**, that in turn results in:
    - i. the theft, alteration or destruction of data, or
    - ii. **Hacker Attacks** against third parties;

- b. the denial of authorized users' access to the **Insured's Computer System**, unless such denial of access is caused by a mechanical or electrical failure;
  - c. the failure to prevent the participation by the **Insured's Computer System** in a **Denial of Service Attack** directed against the **Computer System** of a third party; or
  - d. the failure to prevent the transmission of **Malicious Code** from the **Insured's Computer System** to the **Computer System** of a third party.
- f. Subsection U, the definition of **Wrongful Employment Practices**, is amended as follows:
- a. Numbered items 10 and 11 are deleted in their entirety and the following are inserted:
    - 10. employment-related libel, slander, or defamation;
    - 11. employment-related invasion of privacy, except with respect to that part of any **Claim** arising out of the loss of **Personal Information** which is otherwise covered under Insuring Agreement 2 of this **Policy**;
  - b. The following is added after numbered item 12:
    - 13. employment-related wrongful infliction of emotional distress, except with respect to that part of any **Claim** arising out of the loss of **Personal Information** which is otherwise covered under Insuring Agreement 2 of this **Policy**;
- g. The following definitions are added:
- **Advertising** means any publicity or promotion including branding, co-branding, sponsorships and/or endorsements on the **Insured's** own behalf or for others; however, **Advertising** shall not mean publicity or promotion of lotteries, sweepstakes, contests, or games of chance, including over-redemption relating therefrom. **Advertising** shall also not mean merchandising.
  - **Assumed Under Contract** means liability assumed by the **Named Insured** pursuant to hold harmless or indemnity agreements executed by the **Named Insured** with any third party, but only with respect to **Matter** provided or disseminated by the **Named Insured**, or with the **Named Insured's** permission, and where the third party is not owned by the **Named Insured**, the parent of the **Named Insured**, or any affiliate of the **Named Insured**.
  - **Broadcasting** includes television broadcasting, motion picture broadcasting, cable and satellite television broadcasting and radio broadcasting.
  - **Crisis Management Expenses** means those reasonable and necessary legal expenses, public relations expenses and related expenses, including the costs of credit monitoring services provided to affected individuals, incurred by the **Insured** and approved by the **Company** following the violation or potential violation of any **Privacy Regulations** by the **Insured**.
  - **Computer System** means computer hardware, software, and the data stored thereon, as well as associated input and output devices, data storage devices, networking equipment and electronic backup facilities.
  - **Denial of Service Attack** means an event that is caused by a third party's malicious activity directed at the **Insured** which restricts or prevents access to an **Internet Website** or other network resource by other third parties authorized to gain access to that **Website** or resource.
  - **Hacker Attack** means the **Unauthorized Use** of or **Unauthorized Access** to a **Computer System** other than the **Insured's Computer System**.
  - **Insured's Computer System** means a **Computer System**:
    - 1. leased, owned, or operated by the **Insured**; or

2. operated solely for the benefit of the **Insured** by a third party service provider under written contract with the **Insured**.
- **Internet** means the worldwide public network of computers which enables the transmission of electronic data and which includes intranets, extranets and virtual private networks.
  - **Internet Media** means **Advertising**, web-casting, electronic transmission, retransmission, utterance, dissemination, distribution, serialization, creation, origination, exhibition, displaying of the **Insured's Matter** over the internet, intranet, virtual private network, or extranet.
  - **Malicious Code** means unauthorized, corrupting or harmful software code, including but not limited to computer viruses, Trojan horses, keystroke loggers, cookies, spyware, adware, worms and logic bombs.
  - **Matter** means any communication, regardless of its nature or form, including advertising, art, creative expression, data, entertainment, film, facts, fiction, graphics, literary composition, music, news, photographs, pictures, opinions, sound recordings and video, and the use of such **Matter** by others with permission of the **Insured**.
  - **Media Injury** shall be defined as follows:
    - a. infringement of copyright, plagiarism, piracy or misappropriation of ideas;
    - b. infringement of title, slogan, trademark, trade name, trade dress, service mark or service name;
    - c. breach of any express or implied contract arising out of the actual or alleged submission of any material, idea or process, including any newsworthy, literary, dramatic, musical, audio visual, visual or other similar or analogous material or process used by the **Insured** or others;
    - d. false arrest, detention or imprisonment, or malicious prosecution;
    - e. libel, slander or other defamation, and unfair competition related thereto;
    - f. publication or an utterance in violation of an individual's right to privacy, and
    - g. wrongful entry or eviction, trespass or other invasion of the right to private occupancy;
  - **Media Services** means **Advertising, Broadcasting, Publishing** and **Internet Media**.
  - **Network Operations Security** means those activities performed by the **Insured**, or by others on behalf of the **Insured**, to protect against **Unauthorized Access** to and the **Unauthorized Use** of the **Insured's Computer System**, or to protect against a **Denial of Service Attack**.
  - **Personal Information** means an individual's name in combination with any one or more of the following:
    1. social security number;
    2. medical or healthcare data, or other protected health information;
    3. drivers license number or state identification number;
    4. account number, credit card number or debit card number in combination with any required security code, access code or password that would permit access to that individual's financial account, or
    5. other nonpublic **Personal Information** as defined in **Privacy Regulations**.

**Personal Information** shall not include information that is lawfully made available to the general public for any reason, including information from federal, state or local government records.

- **Privacy Regulations** means the following statutes and regulations associated with the control and use of personally identifiable financial, medical or other sensitive information:
  1. Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191);
  2. Gramm-Leach-Bliley Act of 1999;

3. the California Security Breach Notification Act (CA SB 1386), and
4. other similar state and federal identity theft and privacy protection legislation that requires commercial entities that collect Personal Information to post privacy policies, adopt specific privacy controls, or notify individuals in the event that Personal Information has potentially been compromised.

- **Publishing** means researching, preparation, publication, republication, serialization, exhibition or distribution of **Matter**.
- **Regulatory Proceeding** means a request for information, demand, suit, civil investigation or civil proceeding by or on behalf of a government agency, commenced by a service of a complaint or similar pleading and alleging the violation of **Privacy Regulations** as a result of the **Insured's Wrongful Act**, and which may reasonably be expected to give rise to a covered **Claim** under the Identity Theft Public Relations Expense Fund Insuring Agreement of this **Policy**.
- **Unauthorized Access** means the gaining of access to a **Computer System** by an unauthorized person or persons, or by an authorized person or persons in an unauthorized manner.
- **Unauthorized Use** means the use of a **Computer System** by an unauthorized person or persons or an authorized person in an unauthorized manner.
- **Website** means the software, content and other materials accessible via the **Internet** at a designated Uniform Resource Locator address.

8. Section III, Exclusions, is amended as follows:

a. Subsection E. is deleted in its entirety and replaced with the following:

- E. brought or maintained by, on behalf of, or in the right of any **Insured**. However, this exclusion shall not apply to **Wrongful Acts** expressly covered under Section I, Insuring Agreements, subsection 2, Privacy Liability.

b. The following exclusion is added:

- alleging, based upon, arising out of or attributable to any breach of contract, warranty, guarantee or promise, unless such liability would have attached to the **Insured** even in the absence of such contract, warranty, guarantee or promise, or unless the liability is a result of a **Wrongful Act** of the **Insured** in providing **Professional Services** pursuant to such contract;

c. Solely with respect to Insuring Agreements 2, 3, and 4, the following exclusions are added:

- alleging, based upon, arising out of or attributable to the collection of **Personal Information** by the **Insured**, including but not limited to the collection of **Personal Information** using cookies, spyware or other **Malicious Code** or the failure to provide adequate notice that such information is being collected.
- alleging, based upon, arising out of or attributable to the **Insured's** intentional failure to disclose the loss of **Personal Information** in violation of any law or regulation.
- alleging, based upon, arising out of or attributable to any unsolicited electronic dissemination of faxes, e-mails or other communications to multiple actual or prospective customers of the **Insured**, any **Subsidiary**, or any other third party, including but not limited to actions brought under the Telephone Consumer Protection Act, any federal or state anti-spam statutes, and/or any other federal or state statute, law or regulation relating to a person's or entity's right of seclusion.
- alleging, based upon, arising out of or attributable to any electrical or mechanical failures or interruption, including but not limited to any electrical disturbance, surge, spike, brownout or blackout, and outages to gas, water, telephone, cable, satellite, telecommunications or other infrastructure.

However, solely with respect to Insuring Agreement 1, this exclusion shall not apply to **Claims Expenses** when the failure or interruption is solely a result of a **Wrongful Act**.

Further, this exclusion shall not apply to failures, interruptions, disturbances or outages of telephone, cable or telecommunications infrastructure under the **Insured's** operational control which are a result of the **Insured's Wrongful Act**.

- alleging, based upon, arising out of or attributable to any failure, interruption, or outage to **Internet** access service provided by the **Internet** service provider that hosts the **Insured's Website**, unless such infrastructure is under the **Insured's** operational control.
- alleging, based upon, arising out of or attributable to war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), strike, lock-out, riot, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
- alleging, based upon, arising out of or attributable to any action brought by or on behalf of the Federal Trade Commission, the Federal Communications Commission, or any other federal, state, or local government agency or ASCAP, SESAC, BMI or other licensing or rights organizations in such entity's regulatory, quasi-regulatory, or official capacity, function or duty. This exclusion shall not apply to **Wrongful Acts** expressly covered under Section I, Insuring Agreement 2, Privacy Liability.

d. Solely with respect to Insuring Agreement 1, the following exclusions are added:

- alleging, based upon, arising out of, or attributable to any actual or alleged change in electric power supply, including but not limited to power interruption or surge, brownout, blackout, short circuit, over voltage, induction or power fluctuation;
- alleging, based upon, arising out of, or attributable to any actual or alleged breach of security, unauthorized access or use of or tampering with data or systems by any person;
- alleging, based upon, arising out of, or attributable to any actual or alleged transfer of electronic funds over the Internet or through a system or network of two or more computers;
- alleging, based upon, arising out of, or attributable to any claims, proceedings, or actions brought by, or orders imposed by or from, any of the following:
  - a. ASCAP, SESAC, BMI or other music licensing organizations;
  - b. Federal Trade Commission;
  - c. Federal Communication Commission; or,
  - d. any other federal, state, or local government agency;

provided, however, this exclusion shall not apply to any **Claim** for a **Wrongful Act** in the rendering of **Professional Services** to any entity referenced in a through d referenced directly above in this exclusion;

- alleging, based upon, arising out of, or attributable to the colorization of any "black and white" film product;
- alleging, based upon, arising out of, or attributable to any copyright, service mark or trademark infringement of software or software technology;
- alleging, based upon, arising out of, or attributable to unfair competition in the course of **Advertising** the **Insured's** own products or services.

e. Solely with respect to Insuring Agreement 1, Exclusion C is deleted in its entirety and the following is inserted:

- C. alleging, based upon, arising out of, or attributable to liability assumed by the **Insured** under any contract or agreement, unless such liability would have attached to the **Insured** even in the absence of such contract, or unless such liability is **Assumed Under Contract**.

f. Solely with respect to Insuring Agreement 1, Exclusion N is deleted and the following is inserted:

N. alleging, based upon, arising out of or attributable the validity, invalidity, infringement, violation or misappropriation of any patent or trade secret.

9. Section V, Limits of Liability and Retention, is deleted in its entirety and replaced with the following:

A. Limits

1. Limit of Liability for Insuring Agreements

a. With respect to Insuring Agreements 1, 2, 3 and 4:

i. the Each **Claim** Limit of Liability stated in Item 3A of the Declarations for an Insuring Agreement is the **Company's** maximum liability under that Insuring Agreement for the sum of all **Damages**, all **Claims Expenses**, and all **Crisis Management Expenses** because of each **Claim**, including each **Claim** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**.

ii. the Aggregate Limit of Liability stated in Item 3A of the Declarations for an Insuring Agreement is the **Company's** maximum liability under that Insuring Agreement for the sum of all **Damages**, all **Claims Expenses**, and all **Crisis Management Expenses** because of all **Claims** combined in the aggregate, including all **Claims** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**.

b. All **Claims** arising out of the same **Wrongful Act** and all **Interrelated Wrongful Acts** of the **Insureds** shall be deemed to be one **Claim**, and such **Claim** shall be deemed to be first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period**.

c. **Claims Expenses** and **Crisis Management Expenses** shall be part of and not in addition to the applicable Aggregate Limit of Liability stated in Item 3A, 3C, and 3D of the Declarations, and shall reduce such Aggregate Limit of Liability. If the applicable Limit of Liability is exhausted by payment of **Damages**, **Claims Expenses**, or **Crisis Management Expenses**, the obligations of the **Company** under this **Policy** shall be completely fulfilled and extinguished.

2. The **Disciplinary Proceeding Claims Expenses** Aggregate Limit stated in Item 3B of the Declarations shall be the maximum aggregate liability of the **Company** for **Claims Expenses** for **Disciplinary Proceedings** for each **Policy Period** regardless of the number of **Disciplinary Proceedings** or **Insureds**. This limit is in addition to and is not part of the Each **Claim** Limit or the Aggregate Limit otherwise stated in Item 3 of the Declarations.

3. All **Claims** arising out of the same **Wrongful Act** and all **Interrelated Wrongful Acts** of the **Insureds** shall be deemed to be one **Claim**, and such **Claim** shall be deemed to be first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period**. All **Damages**, **Claims Expenses**, and **Crisis Management Expenses** resulting from a single **Claim** shall be deemed, respectively, a single **Damage**, **Claims Expense**, or **Crisis Management Expense**.

4. Maximum **Policy** Aggregate Limit of Liability

The Maximum **Policy** Aggregate Limit of Liability stated in Item 3D of the Declarations is the **Company's** maximum liability under all Insuring Agreements purchased for the sum of all **Damages**, **Claims Expenses**, and **Crisis Management Expenses** because of all **Claims** under this **Policy**.

5. With respect to Insuring Agreement 2 only, and notwithstanding the otherwise applicable Each **Claim** and Aggregate Limits of Liability stated in Item 3 of the Declarations:

- a. The Each **Claim Regulatory Proceeding** Sub-Limit of Liability stated in Item 3C of the Declarations is the **Company's** maximum liability under Insuring Agreement 2 for the sum of all **Damages** and all **Claims Expenses** incurred because of each **Regulatory Proceeding Claim**, including each **Claim** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**.
- b. The Aggregate **Regulatory Proceeding** Sub-Limit of Liability stated in Item 3C of the Declarations is the **Company's** maximum liability under Insuring Agreement 2 for the sum of all **Damages** and all **Claims Expenses** incurred because of all **Regulatory Proceeding Claims**, combined in the aggregate, including all **Claims** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**.

B. Retention

1. The liability of the **Company** shall apply only to that part of **Damages** and **Claims Expenses** which are excess of the Retention amount shown in Item 4 of the Declarations. Such Retention shall be borne uninsured by the **Insureds** and at their own risk. However, the Retention shall not apply to **Claims Expenses** in a **Disciplinary Proceeding**.
2. A single Retention amount shall apply to **Damages** and **Claims Expenses** arising from all **Claims** alleging **Interrelated Wrongful Acts**.
3. If different parts of a single **Claim** are subject to different Retentions, the applicable Retention shall be applied separately to each part of the **Damages** and **Claim Expenses**, but the sum of such Retentions shall not exceed the largest applicable Retention.

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Retention Amended – Specified Contract**

It is agreed that solely with respect **Claims** arising out of **Wrongful Acts** committed in the actual or alleged rendering of **Professional Services** pursuant to the following specified contract, Item 4 of the Declarations is deleted in its entirety and the following is inserted:

Item 4. Retention:

\$ \_\_\_\_\_ Each **Claim**

Specified Contract: contract name: \_\_\_\_\_

contract number: \_\_\_\_\_

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

\_\_\_\_\_  
Authorized Representative



- ACE American Insurance Company
- Illinois Union Insurance Company
- Westchester Fire Insurance Company
- Westchester Surplus Lines Insurance Company

# ACE Advantage<sup>®</sup>

## Miscellaneous Professional Liability Employed Lawyer Liability Supplemental Application

**COMPLETE THIS APPLICATION ONLY IF REQUESTING COVERAGE FOR EMPLOYED LAWYER LIABILITY COVERAGE.** Please submit with the ACE Advantage<sup>®</sup> Miscellaneous Professional Liability Application. Please complete in ink. A principal must sign both the supplement and the Miscellaneous Professional Liability Application.

**THIS APPLICATION IS FOR A CLAIMS-MADE INSURANCE POLICY.**

### INSTRUCTIONS

Completion of this application may require input from your organization's risk management, human resources or legal departments. Additional space may be needed to provide complete answers.

- Please type or print answers clearly. (Type in shaded boxes or print on lines provided)
- Answer **ALL** questions completely, leaving no blanks. If any questions, or part thereof, do not apply, print "N/A" in the space.
- Provide any supporting information on a separate sheet using your letterhead and reference the applicable question number.
- Check Yes or No answers.
- This form must be completed, dated and signed by an authorized officer of your company.

**Underwriters will rely on all statements made in this application.**

Please submit a copy of the following with this completed supplemental application:

- A schedule of all attorneys employed by the Applicant and by any company controlled by the Applicant, including the year of admission to the bar, principal area(s) of practice, and whether the attorney is a Director or Officer.
- Details of all claims and litigation made against the Applicant's **Employed Lawyers** for the past five years.

Applicant Name: \_\_\_\_\_

### 1. GENERAL INFORMATION

Total number of FULL-TIME Employed Lawyers: \_\_\_\_\_

Total number of PART-TIME Employed Lawyers: \_\_\_\_\_

Total number of CLERICAL and PARALEGAL: \_\_\_\_\_

Does the **Company** wish to have coverage for **Employed Attorney's** moonlighting activities (representing clients other than the Company)?  Yes  No

### 2. COMPANY INFORMATION

A. Is the Company considering a public offering of debt or equity within the next eighteen (18) months?  Yes  No

B. Does the Company have an indemnification policy or practice applicable to Employed Lawyers, regardless of whether those Employed Lawyers are directors or officers of the Applicant?  Yes  No

3. **LEGAL DEPARTMENT INFORMATION**

A. Does any Employed Lawyer issue written legal opinions:

- 1. To the Board of Directors of the Company?  Yes  No
- 2. To Outside Entities in which the Company has an equity or other interest?  Yes  No
- 3. To Third Parties?  Yes  No
- 4. Other: \_\_\_\_\_  Yes  No

B. Please indicate the percentage of work performed and the number of Employed Lawyers working in each area referenced below:

TYPE OF LEGAL SERVICES PERFORMED	% OF WORK	TYPE OF LEGAL SERVICES PERFORMED	% OF WORK
Contract Drafting, Review, Approval		Litigation	
Copyright, Patent, Trademark		Other Regulatory Compliance	
Collection or Repossession		Moonlighting	
Corporate Finance		Pro Bono	
Corporate Transactional		Real Estate	
Environmental Compliance		Securities	
ERISA or Employee Benefits		Taxation	
International Law		Utility Regulation	
Labor Relations		Other: _____	

C. Do any **Employed Lawyers** of the Company:

- sign registration statements of the corporation or any affiliated company?  Yes  No
- prepare, review, comment on, or approve financial statements, proxy statements, prospectuses, registration statements, annual or quarterly reports, or other reports filed with federal or state agencies or released to shareholders or the public regarding the Company?  Yes  No
- provide personal legal services in an individual capacity to any director, officer, or employee of the Company?  Yes  No
- represent individual employees, directors, or officers of the Company as an attorney of record during judicial, administrative, or other proceedings?  Yes  No

D. Does the **Company** permit or require the legal department or any **Employed Lawyer** to:

- issue legal opinions, including but not limited to tax opinions, to parties outside the corporation where such opinion is requested?  Yes  No
- represent the Company or other parties as an attorney of record in judicial, administrative, or other proceedings?  Yes  No

E. Does the **Company** have written policies or procedures with regard to the following:

- Training of newly hired **Employed Lawyers**?  Yes  No
- Continuing legal education for **Employed Lawyers**?  Yes  No
- Circulation and updating of commonly used form documents within the legal department?  Yes  No
- Litigation docket control within the legal department?  Yes  No
- Preparation and approval of legal opinions to or for the use of entities other than the **Company**?  Yes  No
- Employee hiring, termination, and promotion and the investigation and reporting of employee complaints under any federal, state, or local antidiscrimination statutes or regulation?  Yes  No

4. **CLAIMS EXPERIENCE**

- A. Is there now pending any **Claim(s)** against any proposed **Insured Employed Lawyer**?  Yes  No
- B. Has any proposed **Insured Employed Lawyer** been the subject of any past **Claim(s)**?  Yes  No
- C. Does any proposed **Insured** have knowledge or information of any act, error, omission, fact, circumstance, inquiry or formal or in-formal investigation which might give rise to a **Claim** under the proposed **Policy**?  Yes  No
- D. Has any proposed **Insured Employed Lawyer** been the subject of any reprimand or disciplined by, or refused admission to, a bar association, court or administrative agency?  Yes  No

**If “Yes” to any of Questions 4A to 4D please attach a detailed explanation including date of event, claimant, nature of matter, defense costs, indemnity amount, reserve amount and current status for each claim, matter, event, notice or circumstance.**

It is agreed that with respect to questions 4A to 4D above, if such **Claim**, knowledge, information, proceeding, agreement, investigation, matter, order, decree or judgment exists, any **Claim** arising therefrom is excluded from the proposed coverage and will not be covered for **Claims Expenses**, indemnity or **Loss** under any **Policy** issued.

**FRAUD WARNING STATEMENTS**

**NOTICE TO ARKANSAS, LOUISIANA AND WEST VIRGINIA APPLICANTS:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**NOTICE TO COLORADO APPLICANTS:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**NOTICE TO DISTRICT OF COLUMBIA APPLICANTS:** WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

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

**NOTICE TO KENTUCKY APPLICANTS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**NOTICE TO MAINE APPLICANTS:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**NOTICE TO MARYLAND APPLICANTS:** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**NOTICE TO NEW JERSEY APPLICANTS:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**NOTICE TO NEW MEXICO APPLICANTS:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

**NOTICE TO NEW YORK APPLICANTS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

**NOTICE TO OHIO APPLICANTS:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**NOTICE TO OKLAHOMA APPLICANTS:** 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.

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

**NOTICE TO PENNSYLVANIA APPLICANTS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**NOTICE TO TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

**NOTICE TO ALL OTHER APPLICANTS:**

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

This Supplemental Application shall be maintained on file by the Company, shall be deemed attached as if physically attached to the proposed Policy and shall be considered as incorporated into and constituting a part of the Application and the proposed Policy.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Broker: \_\_\_\_\_

Address: \_\_\_\_\_



# ACE Advantage®

## PRIVACY & NETWORK SECURITY

### SUPPLEMENTAL APPLICATION

**COMPLETE THIS APPLICATION ONLY IF REQUESTING COVERAGE FOR PRIVACY LIABILITY AND/OR NETWORK SECURITY LIABILITY COVERAGE.** Please submit with ACE Advantage® Miscellaneous Professional Liability Policy Application. Please complete in ink. A principal must sign both the supplement and the Miscellaneous Professional Liability Policy Application.

#### THIS APPLICATION IS FOR A CLAIMS-MADE INSURANCE POLICY

**Instructions to the applicant:**

- Please answer all questions. This information is required to make an underwriting and pricing evaluation. Your answers hereunder are considered material to that evaluation.
- If a question is not applicable, state N/A. If more space is required, please attach a separate exhibit with the question number.
- This supplemental application must be signed and dated by an authorized officer or person of the company.
- This supplemental application may require input from your organization's risk management, information technology, finance, and legal departments.
- This supplemental application should be completed with the assistance of the Chief Security Officer and the Chief Information Officer or Chief Privacy Officer.

**I. GENERAL INFORMATION**

**Applicant Information**

Applicant Name: \_\_\_\_\_  
 Main Website Address: \_\_\_\_\_

**Information Officer(s) Contact Information**

Chief Information Officer: \_\_\_\_\_  
 Information Security Officer or Manager: \_\_\_\_\_

**II. PRIVACY LIABILITY AND NETWORK SECURITY LIABILITY INFORMATION**

1. Does an entity-wide policy exist within the Applicant coverage:
 

<ul style="list-style-type: none"><li>• Records and information management compliance?</li><li>• Network security?</li><li>• Appropriate use of network resources and the Internet?</li><li>• Appropriate use of email?</li></ul>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<input type="checkbox"/> Yes	<input type="checkbox"/> No
  
2. Has the Applicant established enterprise-wide responsibility with an individual manager for:
 

<ul style="list-style-type: none"><li>• Privacy Liability Compliance?</li><li>• Records and information management compliance?</li><li>• Network Security?</li></ul>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<input type="checkbox"/> Yes	<input type="checkbox"/> No
  
3. Is there a privacy policy posted on the Applicant's Internet website?  Yes  No  
 If so, has the policy been reviewed by a qualified attorney?  Yes  No

4. Is all sensitive information that:
- is transmitted been encrypted using industry-grade mechanisms?  Yes  No
  - resides within the Applicant's systems been encrypted while "at-rest"?  Yes  No
  - is physically transmitted – via tape or any other medium – been encrypted?  Yes  No
5. Does your information asset classification program include a data classification standard (e.g., public, internal use only, confidential)?  Yes  No
- If YES, does this standard also include mandated requirements for heightened protections (e.g., encryption, access control, data handling, retention and eventual destruction) that accompany each classification level?  Yes  No
6. Have you identified all relevant regulatory and industry-supported compliance frameworks and information management standards that are applicable to your organization?  Yes  No
7. Are you currently compliant with regard to the following:
- ISO 17799  Yes  No
  - Gramm-Leach-Bliley Act of 1999  Yes  No
  - Health Insurance Portability and Accountability Act of 1996  Yes  No
  - Payment Card Industry Data Security Standard (PCI DSS)  Yes  No
    - If YES, what level: \_\_\_\_\_
- If the answer is "No" to any of the above please attach details on a separate piece of paper*
8. For computer equipment that leaves your physical facilities (e.g., mobile laptops, PDAs, BlackBerrys, and home-based desktops), have you implemented strong access control requirements and hard drive encryption to prevent unauthorized exposure of company data in the event these devices are stolen, lost or otherwise unaccounted for?  Yes  No
9. For computer equipment that leaves your physical facilities (e.g., mobile laptops, PDAs, BlackBerrys, and home-based desktops):
- have you implemented strong access control requirements and hard drive encryption to prevent unauthorized exposure of company data in the event these devices are stolen, lost or otherwise unaccounted for?  Yes  No
  - have you implemented strong access control requirements and hard drive encryption to prevent unauthorized exposure of company data in the event these devices are stolen, lost or otherwise unaccounted for?  Yes  No
  - have you implemented strong access control requirements and hard drive encryption to prevent unauthorized exposure of company data in the event these devices are stolen, lost or otherwise unaccounted for?  Yes  No
10. Does the Applicant follow established procedures for carrying out and confirming the destruction of data residing on systems or devices prior to their recycling, refurbishing, resale, or physical disposal?  Yes  No
11. Does the Applicant follow established procedures for both "friendly" and "adverse" employee departures that include an inventoried recovery of all information assets, user accounts, and systems previously assigned to each individual during their full period of employment?  Yes  No
12. Has your organization established a proactive procedure for determining the severity of a potential data security breach and providing prompt notification to all individuals who may be adversely affected by such exposures?  Yes  No

13. Is there a program in place for employee awareness of the security policy?  Yes  No
14. Has a network security assessment or audit been conducted within the past 12 months?  Yes  No  
If yes, have you complied with all recommendations from the audit?  Yes  No
15. Do you conduct periodic intrusion detection, penetration or vulnerability testing?  Yes  No
16. Is firewall technology used at all Internet points-of-presence to prevent unauthorized access to internal networks?  Yes  No
17. Does your company use antivirus software on all desktops, portable computers and mission critical servers?  Yes  No
18. Are your systems backed up? If yes:  Yes  No  
a. How frequently? (Daily / Weekly / Other \_\_\_\_\_ )  
b. Are data backups stored offsite?  Yes  No  
c. Are data recover and restoration procedures tested?  Yes  No
19. Are documented procedures in place for user and password management?  Yes  No
20. Are your dedicated computer rooms physically protected?  Yes  No
21. Do you actively maintain system logs on all mission-critical servers and appliances?  Yes  No
22. Do you have a written disaster recovery and business continuity plan for your network?  Yes  No  
If yes, how frequently is the plan tested? \_\_\_\_\_

### III. LOSS INFORMATION

*If the answer is yes to any of questions 1-3, please attach explanations. With respect to claims or litigation, include any pending or prior incident, event or litigation, providing full details of all relevant facts.*

1. Has the Applicant ever sustained a significant systems intrusion, tampering, virus or malicious code attack, loss of data, hacking incident, data theft or similar?  Yes  No
2. After Inquiry, do any partners, principals, directors, officers or employees of the Applicant have knowledge or information of any act, error, omission, fact, circumstance, inquiry or formal or in-formal investigation which might give rise to a claim under the proposed policy?  Yes  No
3. In the last five years has your company experienced any claims or are you aware of any circumstances that could give rise to a claim that would be covered by this policy?  Yes  No
4. During the last three years, has anyone alleged that their personal information was compromised, or have you notified customers that their information was or may have been compromised, as a result of your activities?  Yes  No

It is understood and agreed that if any such Claims exist, or any such facts or circumstances exist which could give rise to a Claim, then those Claims and any other Claims arising from such facts or circumstances are excluded from the proposed insurance.

It is understood and agreed that if such knowledge or information exists, any claim arising out therefrom is excluded from this insurance.

## FRAUD WARNING STATEMENTS

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**NOTICE TO DISTRICT OF COLUMBIA APPLICANTS:** WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

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

**NOTICE TO KENTUCKY APPLICANTS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

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**NOTICE TO NEW MEXICO APPLICANTS:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

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**NOTICE TO OHIO APPLICANTS:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

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**NOTICE TO TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

**NOTICE TO ALL OTHER APPLICANTS:**

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

This Supplemental Application shall be maintained on file by the Company, shall be deemed attached is if physically attached to the proposed Policy and shall be considered as incorporated into and constituting a part of the Application and the proposed Policy.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Broker: \_\_\_\_\_

Address: \_\_\_\_\_

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Notice Amended – Variable Officers**

It is agreed that Section VI, Conditions, subsection A, Notice, numbered paragraph 1 is deleted in its entirety and the following is inserted:

- The **Insureds** shall, as a condition precedent to their rights under this **Policy**, give to the **Company** written notice of any **Claim** made against the **Insureds** as soon as practicable after the **Named Insured's** \_\_\_\_\_, \_\_\_\_\_, or \_\_\_\_\_, is first made aware of such **Claim**, but in no event later than 30 days after: (i) the end of the **Policy Period**, or (ii) with respect to **Claims** first made during any applicable Automatic or Optional **Extended Reporting Period**, the end of such Automatic or Optional **Extended Reporting Period**.

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

---

Authorized Representative

*SERFF Tracking Number:* ACEH-125807890      *State:* Arkansas  
*First Filing Company:* ACE American Insurance Company, ...      *State Tracking Number:* EFT \$50  
*Company Tracking Number:* 08-PR-2007535F  
*TOI:* 17.1 Other Liability - Claims Made Only      *Sub-TOI:* 17.1019 Professional Errors & Omissions  
Liability  
*Product Name:* 08-PR-2007535  
*Project Name/Number:* MPL Supplemental Endorsements, Rates, and Rules/08-PR-2007535

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: ACEH-125807890 State: Arkansas  
 First Filing Company: ACE American Insurance Company, ... State Tracking Number: EFT \$50  
 Company Tracking Number: 08-PR-2007535F  
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability  
 Product Name: 08-PR-2007535  
 Project Name/Number: MPL Supplemental Endorsements, Rates, and Rules/08-PR-2007535

## Supporting Document Schedules

**Review Status:**  
**Bypassed -Name:** Uniform Transmittal Document- Property & Casualty Approved 10/07/2008  
**Bypass Reason:** Information included on General Information and Form Schedules. Forms listing attached below.

**Comments:**

**Review Status:**  
**Satisfied -Name:** FORM CHANGE COMPARISON Approved 10/07/2008

**Comments:**

**Attachments:**

Employed Lawyers and MPL\_PF19824a(R).pdf  
 Home Inspector Endorsement\_PF19832a(R).pdf  
 Market Research Endorsement\_PF19842a(R).pdf  
 Notice-General Counsel, Risk Manager\_PF19253a(R).pdf  
 Notice-General Counsel\_PF19254a(R).pdf  
 Notice-Risk Manager\_PF19255a(R).pdf  
 Prop Mgr Endt\_FTMI Excl deleted\_PF19938a(R).pdf  
 Prop Mgr\_RE\_Endt\_Civil Rights, Pollutants\_PF19207a(R).pdf  
 Prop\_Mgr and RE Endt\_Lockbox, Civil Rights, Pollutants\_PF19209a(R).pdf  
 Prop\_Mgr and RE Endt\_Lockbox, Pollutants\_PF19210a(R).pdf  
 Prop\_Mgr and RE Endt\_Without FTMI Excl\_PF19212a(R).pdf  
 Prop\_Mgr and RE\_Endt\_Lockbox, Civil Rights\_PF19208a(R).pdf  
 Property Manager and Real Estate Endt\_PF19211a(R).pdf  
 Property Manager Endt\_PF19939a(R).pdf  
 Real Estate Appraiser Endt\_PF19940a(R).pdf  
 Trade Association Endt\_PF19063b(R).pdf  
 Limit of Liability Amended\_Contract Specific\_PF19929a(R).pdf

**Review Status:**  
**Satisfied -Name:** Filing Memo and Forms Listing Approved 10/07/2008

**Comments:**

**Attachments:**

*SERFF Tracking Number:* ACEH-125807890      *State:* Arkansas  
*First Filing Company:* ACE American Insurance Company, ...      *State Tracking Number:* EFT \$50  
*Company Tracking Number:* 08-PR-2007535F  
*TOI:* 17.1 Other Liability - Claims Made Only      *Sub-TOI:* 17.1019 Professional Errors & Omissions  
Liability  
  
*Product Name:* 08-PR-2007535  
*Project Name/Number:* MPL Supplemental Endorsements, Rates, and Rules/08-PR-2007535

Filing Memo 08-PR-2007535 (ROS)- Forms.pdf  
MPL Reference State Filing Numbers.pdf  
Forms List 08-PR-2007535- CW.pdf



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Employed Lawyers**

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

1. Section I, Insuring Agreement and Defense, subsection A, Insuring Agreement, is ~~amended by adding~~ deleted in its entirety and the following ~~additional Insuring Agreements~~ is inserted:

A. ~~Errors and Omissions Insurance~~

The **Company** will pay on behalf of the **Insured** all sums in excess of the Retention that the **Insured** shall become legally obligated to pay as **Damages** and **Claims Expenses** because of a **Claim** first made against the **Insured** and reported to the **Company** during the **Policy Period** by reason of a **Wrongful Act** committed on or subsequent to the **Retroactive Date** and before the end of the **Policy Period**.

B. ~~Employed Lawyers~~ Lawyer's Insurance

1. **Employed Lawyers' Coverage**

The **Company** will pay on behalf of the **Employed Lawyer** all sums in excess of the Retention which the **Employed Lawyer** shall become legally obligated to pay as **Damages** and **Claims Expenses** because of a **Claim** first made against the **Employed Lawyer** and reported to the **Company** in writing during the **Policy Period** by reason of a **Wrongful Act** in the **Employed Lawyer's** performance of or failure to perform **Professional Services** except to the extent that the **Named Insured** has indemnified the **Employed Lawyer** for such **Damages** or **Claim Expenses**. However, the **Wrongful Act** must have been committed on or subsequent to the **Retroactive Date** specified in Item 6 of the Declarations and before the end of the **Policy Period**.

2. **Company Indemnification of Employed Lawyers Coverage**

The **Company** will pay on behalf of the **Named Insured** in excess of the Retention all **Damages** and **Claim Expenses** for which the **Named Insured** is required or permitted by law to indemnify an **Employed Lawyer** because of a **Claim** first made against the **Employed Lawyer** and reported in writing to the **Company** during the **Policy Period** by reason of a **Wrongful Act** in the **Employed Lawyer's** performance of or failure to perform **Professional Services**. However, the **Wrongful Act** must have been committed on or subsequent to the **Retroactive Date** specified in Item 6 of the Declarations and before the end of the **Policy Period**.

2. Solely with respect to the Employed Lawyers Insuring Agreement afforded by this endorsement, subsection II, Definitions, is amended as follows:

a. The following definition is added:

• **Employed Lawyer** means:

1. those **Insureds** admitted to practice law who were, now are or shall be employed by the **Named Insured** as full time or part time salaried lawyers and independent contractors and who are natural persons, but solely while performing **Professional Services** on behalf of the **Named Insured**;

2. those employees of the **Named Insured** who are not admitted to practice law who were, now are, or shall be employed as assistants of any **Employed Lawyer** described paragraph 1 above, but solely while acting under the direction and control of such **Employed Lawyer** performing **Professional Services**.

b. The following definitions are amended:

1. Subsection P, the definition of **Professional Services**, is deleted in its entirety and the following is inserted:

P. **Professional Services** means only those services rendered by an **Employed Lawyer** as a lawyer, including eleemosynary (pro bono) services rendered by an **Employed Lawyer** where, at the time of retention, the appropriate committee or lawyer within the **Named Insured** approved such services as a matter that would be handled without compensation.

2. Subsection T, the definition of **Wrongful Act**, is amended as follows:

- a. The word "**Insured**" at line two is deleted and the phrase "**Employed Lawyer**" is inserted.
- b. The phrase "or by any other person or entity for whom the **Insured** is legally liable" is deleted.

3. Solely with respect to the Employed Lawyers Insuring Agreement afforded by this endorsement, Section III, Exclusions, is amended as follows:

a. The following exclusions are added:

- by, on behalf of, or for the benefit of the **Insured**, or by any security holder of the **Insured**, whether directly or derivatively, except where such **Claim** is made by a security holder of the **Insured** who is acting totally independently of, and totally without the solicitation, assistance, participation or intervention of the **Named Insured**;
- alleging, based upon, arising out of, or attributable to the discharge of an **Insured's** duties as director or officer of the **Named Insured**; provided, however, this exclusion shall not apply to the extent such **Claim** is for improperly rendering or failing to render **Professional Services**;
- by or on behalf of any **Insured**, except and to the extent such **Claim** is in the form of a cross claim, third party claim or **demand** for contribution or indemnity which is part of and results directly from a **Claim** which is not otherwise excluded under this **Policy**;

b. Subsection B is amended by adding the following:

— or harassment, misconduct or discrimination because of age, race, creed, color, sex, national origin, religion, disability, marital status or sexual preference;

4. Solely with respect to the Employed Lawyers Insuring Agreement afforded by this endorsement, Section V, Limits of Liability and Retention, is amended by deleting subsection B, Retention, and inserting the following:

B. Retentions

**Employed Lawyers' Coverage Retention**

Solely with respect to Insuring Agreement A1, **Employed Lawyers** Coverage, the **Company** shall only be liable for **Damages** or **Claim Expenses** which are in excess of the **Employed Lawyers** Retention specified below. This Retention shall apply to each **Wrongful Act** and shall be borne by the **Insureds** and remain uninsured. For purposes of the Retention, **Claims** arising out of the same **Wrongful Act** or out of continuous, repeated or **Interrelated Wrongful Acts** shall be considered as arising out of one **Wrongful Act**, and only one **Employed Lawyers** Retention amount shall apply thereto. This **Employed Lawyers** Retention is separate from and will not be used to satisfy the requirements of the Retention as otherwise set forth in the Declarations.

**Company** Indemnification Retention

Solely with respect to Insuring Agreement A2, **Company** Indemnification of **Employed Lawyers** Coverage, the **Company** shall only be liable for **Damages** or **Claim Expenses** which are in excess of the **Company** Indemnification Retention specified below. This Retention shall apply to each **Wrongful Act** and shall be borne by the **Insureds** and remain uninsured. For purposes of the Retention, **Claims** arising out of the same **Wrongful Act** or out of continuous, repeated or interrelated **Wrongful Acts** shall be considered as arising out of one **Wrongful Act**, and only one **Company** Indemnification Retention amount shall apply thereto. This **Company** Indemnification Retention is separate from and will not be used to satisfy the requirements of the Retention as otherwise set forth in the Declarations.

\$ \_\_\_\_\_ **Employed Lawyers** Retention

\$ \_\_\_\_\_ **Company** Indemnification Retention

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

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Authorized Representative

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Home Inspector Endorsement**

It is agreed that Section III, Exclusions, is amended by adding the following additional exclusions:

- alleging, based upon, arising out of or attributable to the **Insured's** failure to discover the presence of insects or rodents or damage caused by insects or rodents unless such damage can be detected by a visual inspection that does not require the moving of furniture, rugs, fixtures, appliances or anything which is nailed, bolted or screwed and does not require drilling holes or performing any test that requires damaging or destroying the item being tested;
- alleging, based upon, arising out of or attributable to:
  1. asbestos, or
  2. any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure to asbestos;
- alleging, based upon, arising out of or attributable to :
  1. lead, or
  2. any actual or alleged ~~asbestos~~lead related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of ~~asbestos~~lead or exposure to lead;
- alleging, based upon, arising out of or attributable to geophysical surveys, surveys of subsurface conditions or ground testing;
- alleging, based upon, arising out of or attributable to express warranties or guarantees, estimates of probable construction costs or cost estimates being exceeded;

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

Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Market Researcher Endorsement**

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

- 1. Section III, Exclusions, is amended by adding the following exclusions:
  - alleging, based upon, arising out of, or attributable to the interpretive analysis of **Market Research** data, ~~other than the presentation of statistical results or the rendering of management consulting services;~~
  - alleging, based upon, arising out of, or attributable to the intentional misuse of confidential or proprietary information;
2. Section II, Definitions, is amended by adding the following definitions:
  - **Market Research** means the gathering and statistical evaluation of data regarding consumer preferences for products and services. Data collection may be performed by the use of (i) surveys, which is an inspection, investigation or research, or (ii) polling which is gathering of public opinion.
  - ~~Consulting means recommendations and professional opinions as respects data obtained through Market Research.~~

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

Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Notice – General Counsel, Risk Manager**

It is agreed that Section VI, Conditions, subsection A, Notice, numbered paragraph 1 is deleted in its entirety and the following is inserted:

1. The **Insureds** shall, as a condition precedent to their rights under this **Policy**, give to the **Company** written notice of any **Claim** made against the **Insureds** as soon as practicable after the **Named Insured's** General Counsel or Risk Manager ~~of the Company~~ is first made aware of such **Claim**, but in no event later than 30 days after: (i) the end of the **Policy Period**, or (ii) with respect to **Claims** first made during any applicable Automatic or Optional **Extended Reporting Period**, the end of such Automatic or Optional **Extended Reporting Period**.

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Notice – General Counsel**

It is agreed that Section VI, Conditions, subsection A, Notice, numbered paragraph 1 is deleted in its entirety and the following is inserted:

1. The **Insureds** shall, as a condition precedent to their rights under this **Policy**, give to the **Company** written notice of any **Claim** made against the **Insureds** as soon as practicable after the **Named Insured's** General Counsel ~~of the Company~~ is first made aware of such **Claim**, but in no event later than 30 days after: (i) the end of the **Policy Period**, or (ii) with respect to **Claims** first made during any applicable Automatic or Optional **Extended Reporting Period**, the end of such Automatic or Optional **Extended Reporting Period**.

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Notice – Risk Manager**

It is agreed that Section VI, Conditions, subsection A, Notice, numbered paragraph 1 is deleted in its entirety and the following is inserted:

1. The **Insureds** shall, as a condition precedent to their rights under this **Policy**, give to the **Company** written notice of any **Claim** made against the **Insureds** as soon as practicable after the Named Insured's Risk Manager ~~of the Company~~ is first made aware of such **Claim**, but in no event later than 30 days after: (i) the end of the **Policy Period**, or (ii) with respect to **Claims** first made during any applicable Automatic or Optional **Extended Reporting Period**, the end of such Automatic or Optional **Extended Reporting Period**.

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

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Property Manager Endorsement (Failure To Effect Or Maintain Insurance Exclusion Deleted)**

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

- alleging, based upon, arising out of, or attributable to representations or warranties, expressed, implied or otherwise made by the **Insured**, pertaining to the guarantee of future value of real property;
- alleging, based upon, arising out of, or attributable to the formulation, promotion, offer, sale or management of any limited or general partnership or any interest therein;
- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as an insurance agent or insurance broker;
- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as a mortgage banker or mortgage broker; including without limitation any one or more of the following activities:
  - i. the origination, purchase, processing, pooling, extension, brokering, restructuring, sale, termination, transfer and servicing of loans secured by real property or other collateral;
  - ii. collection of loan payments, remitting principal and investors owning the loans, maintaining insurance, paying real estate taxes and hazard insurance premiums, managing delinquencies and defaults;
  - iii. payoff calculations and collections including penalties, yield maintenance fees and defeasance fees;
  - iv. bankruptcy foreclosures, loan workouts and sale of real estate and other loan collateral owned;
  - v. managing borrower escrow and reserve funds including establishing interest bearing accounts and processing reserve disbursement requests in accordance with the underlying loan documents;
  - vi. providing information, advice or counseling in connection with any of the above activities;
- alleging, based upon, arising out of, or attributable to or connected with the performance of or failure to perform services as an escrow agent, title agent or title abstractor;
- alleging, based upon, arising out of, or attributable to the performance of or failure to perform services as a real estate agent/broker property developer, builder or construction manager;
- alleging, based upon, arising out of, or attributable to the commingling or improper use of, or failure to properly segregate or safeguard funds;

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

Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Property Manager and Real Estate Endorsement (Civil Rights, Pollutants)**

It is agreed that:

1. Item 7 of the Declarations is amended by adding the following:

The sale and/or listing of residential property that is owned by an agent, independent contractor, broker or employee of the **Named Insured**, but only when the sale and/or listing is handled by an agent or broker who has no ownership interest in the property.

2. Section III, Exclusions, is amended as follows:

- A. Exclusion G is amended by adding the following:

However, this exclusion shall not apply to **Claims Expenses** incurred by the **Insured** in defense of civil lawsuits alleging violations of Title VIII of the Civil Rights Act of 1968, the Fair Housing Amendment Act of 1988, or any similar state or local law or ordinance, subject to a sub-limit of liability of \$\_\_\_\_\_ each **Claim** and per **Policy Period** in the aggregate. This sub-limit of liability shall be part of and not in addition to the Limits of Liability otherwise stated in Item 3 of the Declarations, and will in no way serve to increase the **Company's** Limits of Liability as therein provided;

The **Company's** obligation to reimburse the **Insured** for any such **Claims Expenses** does not include any other amounts for which the **Insured** may become legally obligated to pay as a result of a **Wrongful Act** committed or allegedly committed by the **Insured** or by any entity for whom the **Insured** is legally liable, alleging violation of Title VIII of the Civil Rights Act of 1968, the Fair Housing Amendment Act of 1988, or any similar state or local law or ordinance.

The **Company's** obligation to reimburse such **Claims Expenses** is in excess of the **Insured's** applicable Retention listed in Item 4 of the Declarations.

- B. Exclusion M is amended by adding the following:

However, this exclusion shall not apply to **Claims** for **Wrongful Acts** involving the **Insured's** unintentional failure to disclose the existence of **Pollutants**, subject to a sub-limit of liability of \$\_\_\_\_\_ each **Claim** and per **Policy Period** in the aggregate. This sub-limit of liability is part of and not in addition to the Limits of Liability otherwise stated in Item 3 of the Declarations, and will in no way serve to increase the **Company's** Limits of Liability as therein provided;

- C. The following additional exclusions are added:

- alleging, based upon, arising out of, or attributable to representations or warranties, expressed, implied or otherwise made by the **Insured**, pertaining to the guarantee of future value of real property;
- alleging, based upon, arising out of, or attributable to the formulation, promotion, offer, sale or management of any limited or general partnership or any interest therein;
- alleging, based upon, arising out of, or attributable to the failure to effect or maintain any insurance or bond;

- alleging, based upon, arising out of, or attributable to any transaction in which any **Insured** has a direct or indirect beneficial ownership interest as a buyer or seller of real property; however, this exclusion does not apply to real property to which any **Insured** has taken legal title solely for immediate resale and has entered into a written contract to sell not later than one hundred and eighty (180) days after taking legal title;
- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as an insurance agent or insurance broker;
- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as a mortgage banker or mortgage broker; including without limitation any one or more of the following activities:
  - i. the origination, purchase, processing, pooling, extension, brokering, restructuring, sale, termination, transfer and servicing of loans secured by real property or other collateral;
  - ii. collection of loan payments, remitting principal and investors owning the loans, maintaining insurance, paying real estate taxes and hazard insurance premiums, managing delinquencies and defaults;
  - iii. payoff calculations and collections including penalties, yield maintenance fees and defeasance fees;
  - iv. bankruptcy foreclosures, loan workouts and sale of real estate and other loan collateral owned;
  - v. managing borrower escrow and reserve funds including establishing interest bearing accounts and processing reserve disbursement requests in accordance with the underlying loan documents;
  - vi. providing information, advice or counseling in connection with any of the above activities;
- alleging, based upon, arising out of, or attributable to or connected with the performance of or failure to perform services as an escrow agent, title agent or title abstractor;
- alleging, based upon, arising out of, or attributable to the performance of or failure to perform services as a property developer, builder or construction manager;
- alleging, based upon, arising out of, or attributable to the commingling or improper use of, or failure to properly segregate or safeguard funds;

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

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Authorized Representative

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Property Manager and Real Estate Endorsement (Lockbox, Civil Rights, Pollutants)**

It is agreed that:

1. Item 7 of the Declarations ~~is~~ amended by adding the following:

The sale and/or listing of residential property that is owned by an agent, independent contractor, broker or employee of the **Named Insured**, but only when the sale and/or listing is handled by an agent or broker who has no ownership interest in the property.

2. Section III, Exclusions, is amended as follows:

- A. Exclusion B is amended by adding the following:

However, this exclusion shall not apply to **Property Damage** arising out of a **Wrongful Act** committed by the **Insured** in the performance of providing services involving the use and operation of a Lockbox, subject to a sub-limit of liability of \$\_\_\_\_\_ each **Claim** and per **Policy Period** in the aggregate. This sub-limit of liability shall be part of and not in addition to the Limits of Liability otherwise stated in Item 3 of the Declarations, and will in no way serve to increase the **Company's** Limits of Liability as therein provided;

- B. Exclusion G is amended by adding the following:

However, this exclusion shall not apply to **Claims Expenses** incurred by the **Insured** in defense of civil lawsuits alleging violations of Title VIII of the Civil Rights Act of 1968, the Fair Housing Amendment Act of 1988, or any similar state or local law or ordinance, subject to a sub-limit of liability of \$\_\_\_\_\_ each **Claim** and per **Policy Period** in the aggregate. This sub-limit of liability shall be part of and not in addition to the Limits of Liability otherwise stated in Item 3 of the Declarations, and will in no way serve to increase the **Company's** Limits of Liability as therein provided;

The **Company's** obligation to reimburse the **Insured** for any such **Claims Expenses** does not include any other amounts for which the **Insured** may become legally obligated to pay as a result of a **Wrongful Act** committed or allegedly committed by the **Insured** or by any entity for whom the **Insured** is legally liable, alleging violation of Title VIII of the Civil Rights Act of 1968, the Fair Housing Amendment Act of 1988, or any similar state or local law or ordinance.

The **Company's** obligation to reimburse such **Claims Expenses** is in excess of the **Insured's** applicable Retention listed in Item 4 of the Declarations.

- C. Exclusion M is amended by adding the following:

However, this exclusion shall not apply to **Claims** for **Wrongful Acts** involving the **Insured's** unintentional failure to disclose the existence of **Pollutants**, subject to a sub-limit of liability of \$\_\_\_\_\_ each **Claim** and per **Policy Period** in the aggregate. This sub-limit of liability is part of and not in addition to the Limits of Liability otherwise stated in Item 3 of the Declarations, and will in no way serve to increase the **Company's** Limits of Liability as therein provided;

D. The following additional exclusions are added:

- alleging, based upon, arising out of, or attributable to representations or warranties, expressed, implied or otherwise made by the **Insured**, pertaining to the guarantee of future value of real property;
- alleging, based upon, arising out of, or attributable to the formulation, promotion, offer, sale or management of any limited or general partnership or any interest therein;
- alleging, based upon, arising out of, or attributable to the failure to effect or maintain any insurance or bond;
- alleging, based upon, arising out of, or attributable to any transaction in which any **Insured** has a direct or indirect beneficial ownership interest as a buyer or seller of real property; however, this exclusion does not apply to real property to which any **Insured** has taken legal title solely for immediate resale and has entered into a written contract to sell not later than one hundred and eighty (180) days after taking legal title;
- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as an insurance agent or insurance broker;
- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as a mortgage banker or mortgage broker; including without limitation any one or more of the following activities:
  - i. the origination, purchase, processing, pooling, extension, brokering, restructuring, sale, termination, transfer and servicing of loans secured by real property or other collateral;
  - ii. collection of loan payments, remitting principal and investors owning the loans, maintaining insurance, paying real estate taxes and hazard insurance premiums, managing delinquencies and defaults;
  - iii. payoff calculations and collections including penalties, yield maintenance fees and defeasance fees;
  - iv. bankruptcy foreclosures, loan workouts and sale of real estate and other loan collateral owned;
  - v. managing borrower escrow and reserve funds including establishing interest bearing accounts and processing reserve disbursement requests in accordance with the underlying loan documents;
  - vi. providing information, advice or counseling in connection with any of the above activities;
- alleging, based upon, arising out of, or attributable to or connected with the performance of or failure to perform services as an escrow agent, title agent or title abstractor;
- alleging, based upon, arising out of, or attributable to the performance of or failure to perform services as a property developer, builder or construction manager;
- alleging, based upon, arising out of, or attributable to the commingling or improper use of, or failure to properly segregate or safeguard funds;

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

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Authorized Representative

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Property Manager and Real Estate Endorsement (Lockbox, Pollutants)**

It is agreed that:

1. Item 7 of the Declarations ~~is~~ amended by adding the following:

The sale and/or listing of residential property that is owned by an agent, independent contractor, broker or employee of the **Named Insured**, but only when the sale and/or listing is handled by an agent or broker who has no ownership interest in the property.

2. Section III, Exclusions, is amended as follows:

- A. Exclusion B is amended by adding the following:

However, this exclusion shall not apply to **Property Damage** arising out of a **Wrongful Act** committed by the **Insured** in the performance of providing services involving the use and operation of a Lockbox, subject to a sub-limit of liability of \$\_\_\_\_\_ each **Claim** and per **Policy Period** in the aggregate. This sub-limit of liability shall be part of and not in addition to the Limits of Liability otherwise stated in Item 3 of the Declarations, and will in no way serve to increase the **Company's** Limits of Liability as therein provided;

- B. Exclusion M is amended by adding the following:

However, this exclusion shall not apply to **Claims** for **Wrongful Acts** involving the **Insured's** unintentional failure to disclose the existence of **Pollutants**, subject to a sub-limit of liability of \$\_\_\_\_\_ each **Claim** and per **Policy Period** in the aggregate. This sub-limit of liability is part of and not in addition to the Limits of Liability otherwise stated in Item 3 of the Declarations, and will in no way serve to increase the **Company's** Limits of Liability as therein provided;

- C. The following additional exclusions are added:

- alleging, based upon, arising out of, or attributable to representations or warranties, expressed, implied or otherwise made by the **Insured**, pertaining to the guarantee of future value of real property;
- alleging, based upon, arising out of, or attributable to the formulation, promotion, offer, sale or management of any limited or general partnership or any interest therein;
- alleging, based upon, arising out of, or attributable to the failure to effect or maintain any insurance or bond;
- alleging, based upon, arising out of, or attributable to any transaction in which any **Insured** has a direct or indirect beneficial ownership interest as a buyer or seller of real property; however, this exclusion does not apply to real property to which any **Insured** has taken legal title solely for immediate resale and has entered into a written contract to sell not later than one hundred and eighty (180) days after taking legal title;
- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as an insurance agent or insurance broker;

- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as an mortgage banker or mortgage broker; including without limitation any one or more of the following activities:
  - i. the origination, purchase, processing, pooling, extension, brokering, restructuring, sale, termination, transfer and servicing of loans secured by real property or other collateral;
  - ii. collection of loan payments, remitting principal and investors owning the loans, maintaining insurance, paying real estate taxes and hazard insurance premiums, managing delinquencies and defaults;
  - iii. payoff calculations and collections including penalties, yield maintenance fees and defeasance fees;
  - iv. bankruptcy foreclosures, loan workouts and sale of real estate and other loan collateral owned;
  - v. managing borrower escrow and reserve funds including establishing interest bearing accounts and processing reserve disbursement requests in accordance with the underlying loan documents;
  - vi. providing information, advice or counseling in connection with any of the above activities;
- alleging, based upon, arising out of, or attributable to or connected with the performance of or failure to perform services as an escrow agent, title agent or title abstractor;
- alleging, based upon, arising out of, or attributable to the performance of or failure to perform services as a property developer, builder or construction manager;
- alleging, based upon, arising out of, or attributable to the commingling or improper use of, or failure to properly segregate or safeguard funds;

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

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Authorized Representative

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Property Manager and Real Estate Endorsement  
(Without Failure To Maintain Insurance Exclusion)**

It is agreed that:

1. Item 7 of the Declarations is amended by adding the following:

The sale and/or listing of residential property that is owned by an agent, independent contractor, broker or employee of the **Named Insured**, but only when the sale and/or listing is handled by an agent or broker who has no ownership interest in the property.

2. Section III, Exclusions, is amended by adding the following exclusions:

- alleging, based upon, arising out of, or attributable to representations or warranties, expressed, implied or otherwise made by the **Insured**, pertaining to the guarantee of future value of real property;
- alleging, based upon, arising out of, or attributable to the formulation, promotion, offer, sale or management of any limited or general partnership or any interest therein;
- alleging, based upon, arising out of, or attributable to any transaction in which any **Insured** has a direct or indirect beneficial ownership interest as a buyer or seller of real property; however, this exclusion does not apply to real property to which any **Insured** has taken legal title solely for immediate resale and has entered into a written contract to sell not later than one hundred and eighty (180) days after taking legal title;
- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as an insurance agent or insurance broker;
- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as an mortgage banker or mortgage broker; including without limitation any one or more of the following activities:
  - i. the origination, purchase, processing, pooling, extension, brokering, restructuring, sale, termination, transfer and servicing of loans secured by real property or other collateral;
  - ii. collection of loan payments, remitting principal and investors owning the loans, maintaining insurance, paying real estate taxes and hazard insurance premiums, managing delinquencies and defaults;
  - iii. payoff calculations and collections including penalties, yield maintenance fees and defeasance fees;
  - iv. bankruptcy foreclosures, loan workouts and sale of real estate and other loan collateral owned;
  - v. managing borrower escrow and reserve funds including establishing interest bearing accounts and processing reserve disbursement requests in accordance with the underlying loan documents;
  - vi. providing information, advice or counseling in connection with any of the above activities;

- alleging, based upon, arising out of, or attributable to or connected with the performance of or failure to perform services as an escrow agent, title agent or title abstractor;
- alleging, based upon, arising out of, or attributable to the performance of or failure to perform services as a property developer, builder or construction manager;
- alleging, based upon, arising out of, or attributable to the commingling or improper use of, or failure to properly segregate or safeguard funds;

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

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Authorized Representative

PF-19212 (12/05) [19212a \(07/08\)](#) EO-

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Page 2 of 2

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Property Manager and Real Estate Endorsement (Lockbox, Civil Rights)**

It is agreed that:

1. Item 7 of the Declarations is amended by adding the following:

The sale and/or listing of residential property that is owned by an agent, independent contractor, broker or employee of the **Named Insured**, but only when the sale and/or listing is handled by an agent or broker who has no ownership interest in the property.

2. Section III, Exclusions, is amended as follows:

- A. Exclusion B is amended by adding the following:

However, this exclusion shall not apply to **Property Damage** arising out of a **Wrongful Act** committed by the **Insured** in the performance of providing services involving the use and operation of a Lockbox, subject to a sub-limit of liability of \$\_\_\_\_\_ each **Claim** and per **Policy Period** in the aggregate. This sub-limit of liability shall be part of and not in addition to the Limits of Liability otherwise stated in Item 3 of the Declarations, and will in no way serve to increase the **Company's** Limits of Liability as therein provided;

- B. Exclusion G is amended by adding the following:

However, this exclusion shall not apply to **Claims Expenses** incurred by the **Insured** in defense of civil lawsuits alleging violations of Title VIII of the Civil Rights Act of 1968, the Fair Housing Amendment Act of 1988, or any similar state or local law or ordinance, subject to a sub-limit of liability of \$\_\_\_\_\_ each **Claim** and per **Policy Period** in the aggregate. This sub-limit of liability shall be part of and not in addition to the Limits of Liability otherwise stated in Item 3 of the Declarations, and will in no way serve to increase the **Company's** Limits of Liability as therein provided;

The **Company's** obligation to reimburse the **Insured** for any such **Claims Expenses** does not include any other amounts for which the **Insured** may become legally obligated to pay as a result of a **Wrongful Act** committed or allegedly committed by the **Insured** or by any entity for whom the **Insured** is legally liable, alleging violation of Title VIII of the Civil Rights Act of 1968, the Fair Housing Amendment Act of 1988, or any similar state or local law or ordinance.

The **Company's** obligation to reimburse such **Claims Expenses** is in excess of the **Insured's** applicable Retention listed in Item 4 of the Declarations.

- C. The following additional exclusions are added:

- alleging, based upon, arising out of, or attributable to representations or warranties, expressed, implied or otherwise made by the **Insured**, pertaining to the guarantee of future value of real property;
- alleging, based upon, arising out of, or attributable to the formulation, promotion, offer, sale or management of any limited or general partnership or any interest therein;
- alleging, based upon, arising out of, or attributable to the failure to effect or maintain any insurance or bond;

- alleging, based upon, arising out of, or attributable to any transaction in which any **Insured** has a direct or indirect beneficial ownership interest as a buyer or seller of real property; however, this exclusion does not apply to real property to which any **Insured** has taken legal title solely for immediate resale and has entered into a written contract to sell not later than one hundred and eighty (180) days after taking legal title;
- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as an insurance agent or insurance broker;
- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as a mortgage banker or mortgage broker; including without limitation any one or more of the following activities:
  - i. the origination, purchase, processing, pooling, extension, brokering, restructuring, sale, termination, transfer and servicing of loans secured by real property or other collateral;
  - ii. collection of loan payments, remitting principal and investors owning the loans, maintaining insurance, paying real estate taxes and hazard insurance premiums, managing delinquencies and defaults;
  - iii. payoff calculations and collections including penalties, yield maintenance fees and defeasance fees;
  - iv. bankruptcy foreclosures, loan workouts and sale of real estate and other loan collateral owned;
  - v. managing borrower escrow and reserve funds including establishing interest bearing accounts and processing reserve disbursement requests in accordance with the underlying loan documents;
  - vi. providing information, advice or counseling in connection with any of the above activities;
- alleging, based upon, arising out of, or attributable to or connected with the performance of or failure to perform services as an escrow agent, title agent or title abstractor;
- alleging, based upon, arising out of, or attributable to the performance of or failure to perform services as a property developer, builder or construction manager;
- alleging, based upon, arising out of, or attributable to the commingling or improper use of, or failure to properly segregate or safeguard funds;

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

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Authorized Representative

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Property Manager and Real Estate Endorsement**

It is agreed that:

- Item 7 of the Declarations is amended by adding the following:

The sale and/or listing of residential property that is owned by an agent, independent contractor, broker or employee of the **Named Insured**, but only when the sale and/or listing is handled by an agent or broker who has no ownership interest in the property.

- Section III, Exclusions, is amended by adding the following exclusions:

- alleging, based upon, arising out of, or attributable to representations or warranties, expressed, implied or otherwise made by the **Insured**, pertaining to the guarantee of future value of real property;
- alleging, based upon, arising out of, or attributable to the formulation, promotion, offer, sale or management of any limited or general partnership or any interest therein;
- alleging, based upon, arising out of, or attributable to the failure to effect or maintain any insurance or bond;
- alleging, based upon, arising out of, or attributable to any transaction in which any **Insured** has a direct or indirect beneficial ownership interest as a buyer or seller of real property; however, this exclusion does not apply to real property to which any **Insured** has taken legal title solely for immediate resale and has entered into a written contract to sell not later than one hundred and eighty (180) days after taking legal title;
- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as an insurance agent or insurance broker;
- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as an mortgage banker or mortgage broker; including without limitation any one or more of the following activities:
  - i. the origination, purchase, processing, pooling, extension, brokering, restructuring, sale, termination, transfer and servicing of loans secured by real property or other collateral;
  - ii. collection of loan payments, remitting principal and investors owning the loans, maintaining insurance, paying real estate taxes and hazard insurance premiums, managing delinquencies and defaults;
  - iii. payoff calculations and collections including penalties, yield maintenance fees and defeasance fees;
  - iv. bankruptcy foreclosures, loan workouts and sale of real estate and other loan collateral owned;
  - v. managing borrower escrow and reserve funds including establishing interest bearing accounts and processing reserve disbursement requests in accordance with the underlying loan documents;
  - vi. providing information, advice or counseling in connection with any of the above activities;

- alleging, based upon, arising out of, or attributable to or connected with the performance of or failure to perform services as an escrow agent, title agent or title abstractor;
- alleging, based upon, arising out of, or attributable to the performance of or failure to perform services as a property developer, builder or construction manager;
- alleging, based upon, arising out of, or attributable to the commingling or improper use of, or failure to properly segregate or safeguard funds;

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

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Authorized Representative

PF-~~19211~~ (12/05) [19211a \(07/08\)](#) EO

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Property Manager Endorsement**

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

- alleging, based upon, arising out of, or attributable to representations or warranties, expressed, implied or otherwise made by the **Insured**, pertaining to the guarantee of future value of real property;
- alleging, based upon, arising out of, or attributable to the formulation, promotion, offer, sale or management of any limited or general partnership or any interest therein;
- alleging, based upon, arising out of, or attributable to the failure to effect or maintain any insurance or bond;
- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as an insurance agent or insurance broker;
- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as an mortgage banker or mortgage broker; ~~-,~~ including without limitation any one or more of the following activities:
  - i. the origination, purchase, processing, pooling, extension, brokering, restructuring, sale, termination, transfer and servicing of loans secured by real property or other collateral;
  - ii. collection of loan payments, remitting principal and investors owning the loans, maintaining insurance, paying real estate taxes and hazard insurance premiums, managing delinquencies and defaults;
  - iii. payoff calculations and collections including penalties, yield maintenance fees and defeasance fees;
  - iv. bankruptcy foreclosures, loan workouts and sale of real estate and other loan collateral owned;
  - v. managing borrower escrow and reserve funds including establishing interest bearing accounts and processing reserve disbursement requests in accordance with the underlying loan documents;
  - vi. providing information, advice or counseling in connection with any of the above activities;
- alleging, based upon, arising out of, or attributable to or connected with the performance of or failure to perform services as an escrow agent, title agent or title abstractor;
- alleging, based upon, arising out of, or attributable to the performance of or failure to perform services as a real estate agent, real estate broker, property developer, builder or construction manager;
- alleging, based upon, arising out of, or attributable to the commingling or improper use of, or failure to properly segregate or safeguard funds;

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

Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Real Estate Appraiser Endorsement**

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

- alleging, based upon, arising out of, or attributable to representations or warranties, expressed, implied or otherwise made by the **Insured**, pertaining to the guarantee of future value of real property;
- alleging, based upon, arising out of, or attributable to the formulation, promotion, offer, sale or management of any limited or general partnership or any interest therein;
- alleging, based upon, arising out of, or attributable to the failure to effect or maintain any insurance or bond;
- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as an insurance agent or insurance broker;
- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as an ~~mortgage banker, mortgage broker, or~~ investment advisor;
- alleging, based upon, arising out of, or attributable to the performance or failure to perform services as a mortgage banker or mortgage broker, including without limitation any one or more of the following activities:
  - i. the origination, purchase, processing, pooling, extension, brokering, restructuring, sale, termination, transfer and servicing of loans secured by real property or other collateral;
  - ii. collection of loan payments, remitting principal and investors owning the loans, maintaining insurance, paying real estate taxes and hazard insurance premiums, managing delinquencies and defaults;
  - iii. payoff calculations and collections including penalties, yield maintenance fees and defeasance fees;
  - iv. bankruptcy foreclosures, loan workouts and sale of real estate and other loan collateral owned;
  - v. managing borrower escrow and reserve funds including establishing interest bearing accounts and processing reserve disbursement requests in accordance with the underlying loan documents;
  - vi. providing information, advice or counseling in connection with any of the above activities;
- alleging, based upon, arising out of, or attributable to or connected with the performance of or failure to perform services as an escrow agent, title agent or title abstractor;
- alleging, based upon, arising out of, or attributable to the performance of or failure to perform services as a property developer, builder or construction manager;
- alleging, based upon, arising out of, or attributable to the commingling or improper use of, or failure to properly segregate or safeguard funds;
- alleging, based upon, arising out of, or attributable to any transaction in which any **Insured** has a direct or indirect beneficial ownership interest as a buyer or seller of real property.

Authorized Representative

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

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Authorized Representative

PF-~~19940 (02/06)~~[19940a \(07/08\)](#) EO

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Trade Association Endorsement**

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

1. Section III, Exclusions, is amended as follows:

a. Exclusion H is deleted in its entirety and the following is inserted:

H. alleging, based upon, arising out of or attributable to any price fixing, restraint of trade, monopolization, unfair trade practices or other violation of the Federal Trade Commission Act, the Sherman Anti-Trust Act, the Clayton Act, or any other federal statutory provision involving antitrust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade activities, and any amendments thereto or any rules or regulations promulgated thereunder, or any similar provision of any federal, state, or local statutory law or common law anywhere in the world, provided, however, that this exclusion shall not apply to **Claims Expenses** or the **Company's** duty to defend any such **Claim**;

b. Exclusion N is deleted in its entirety and the following is inserted:

N. alleging, based upon, arising out of, or attributable to the validity, infringement, violation or misappropriation of any patent, service mark, trade name, or trade secret.

2. The following exclusions are added:

- alleging, based upon, arising out of, or attributable to or in connection with a governmental intervention, cease and desist order, insolvency, receivership, bankruptcy, or liquidation of any organization in which the **Insured** has placed or obtained insurance coverage or placed the funds of a client or account;
- alleging, based upon, arising out of, or attributable to any actual or alleged conflict of interest of the **Insured** in the rendering of **Professional Services**;
- alleging, based upon, arising out of, or attributable to any actual or alleged breach of any contract, warranty, guarantee or promise unless such liability would have attached to the **Insured** even in the absence of such contact.

3. Section II Definitions is amended as follows:

a. Subsection I, the definition of **Insured**, is amended by adding the following:

**Insured** also means any board member or committee member of the **Named Insured** while acting at the direction of any officer of the Board of Directors of the **Named Insured** on behalf of the **Named Insured**.

b. Subsection L, the definition of **Personal Injury Offense**, also includes the following offenses:

- ~~Infringement~~ [Plagiarism, infringement](#) of copyright ~~or~~, trademark, or unauthorized use of title; ~~Plagiarism, piracy or misappropriation of ideas.~~

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

Representative

\_\_\_\_\_  
Authorized

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Limit of Liability Amended, Contract Specific**

**LIMIT OF LIABILITY AMENDED, CONTRACT SPECIFIC**

It is agreed that solely with respect to **Claims** first made on or after the effective date of this endorsement and alleging, based upon, arising out of, or attributable to all or any part of the **Designated Contract** specified below (hereinafter, "Designated Contract Claims"), the **Policy** is amended as follows:

- Subject to the additional terms and conditions of this endorsement referenced below, Item 3 of the Declarations is ~~deleted in its entirety and~~ amended to include the following ~~is inserted~~:

~~Item 3.-Limit of Liability (including **Claims Expenses**)~~

~~\_\_\_\_\_ \$ \_\_\_\_\_ Each **Claim**~~  
~~\_\_\_\_\_ \$ \_\_\_\_\_~~  
\$ \_\_\_\_\_ Aggregate **Designated Contract Limit**

**Designated Contract:**

Contract Name: \_\_\_\_\_

Contract Location: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Description of Contract: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- It is further understood and agreed that the Aggregate **Designated Contract Limit**  
~~\$5,000.00 **Disciplinary Proceeding Claims Expenses** Aggregate Limit (in~~  
~~addition to the Each **Claim** and Aggregate Limits set forth above)~~

~~\_\_\_\_\_ **CONTRACT NAME:** \_\_\_\_\_~~

~~\_\_\_\_\_ **CONTRACT LOCATION:** \_\_\_\_\_~~

~~\_\_\_\_\_ **CONTRACT NUMBER:** \_\_\_\_\_~~

~~\_\_\_\_\_ **DESCRIPTION OF CONTRCT:** \_\_\_\_\_~~  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Authorized Representative \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

~~The contract specific Limit of Liability~~ set forth in this endorsement above shall be available only for payment of covered **Designated Contract Claims**, and, together with the Aggregate Limit of Liability stated in Item 3 of the Declarations, shall be the maximum aggregate liability of the **Company** for all **Damages and Claims Expenses** because of all **Designated Contract Claims**, including all **Claims** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**. The **Aggregate Designated Contract Limit** shall be available only upon complete exhaustion of the ~~otherwise applicable~~Aggregate Limit of Liability set forth in Item 3 ~~of the Declarations~~, whether the exhaustion results from the payment of **Damages** or **Claims Expenses** involving the ~~contract designated~~Designated Contract specified above, or **Damages** or **Claims Expenses** unrelated to the ~~contract designated above~~Designated Contract, or a combination thereof.

~~2.3.~~ Item 6 of the Declarations, **Retroactive Date**, is deleted in its entirety and the following is inserted:

Item 6. **Retroactive Date** (if applicable): \_\_\_\_\_

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

Authorized Representative

ACE GROUP OF INSURANCE COMPANIES

**ACE American Insurance Company  
Westchester Fire Insurance Company**

ACE Advantage<sup>®</sup> Miscellaneous Professional Liability Policy

**Explanatory Memorandum  
Forms**

The ACE Miscellaneous Professional Liability Insurance program was originally filed in 2005-2006. Due to changes in market conditions and the insurance needs of various professional classes, ACE is making a supplemental filing consisting of additional endorsements.

These modifications are for use with the ACE Advantage<sup>®</sup> Miscellaneous Professional Liability policy PF-18874 (02/06) and declarations PF-18873 (11/05). The attached documentation provides an explanation of the new or revised endorsements to be filed. Marked up versions of the revised forms are provided for your reference.

Forms were originally filed under company filing number 06-PR-104. Please refer to the attached Reference Filing Numbers exhibit for prior state filing numbers, if applicable.

**A. Forms**

<b>Form #</b>	<b>Edition Date</b>	<b>Title</b>
See the attached list.		

**State Filing Numbers for Prior Miscellaneous Professional Liability Filings & Effective Date**

<b>State</b>	<b>Form Filing 06-PR-104(F)</b>	<b>Rate Rule 06-PR-104(R)</b>
<b>AK</b>		
<b>AL</b>	06/15/06	04/26/06
<b>AR</b>	06/15/06	06/15/06
<b>AZ</b>	Drawer Filing 06/15/06	Drawer Filing 06/15/06
<b>CA</b>	AAI #06-2889, WFI #06-2890 06/28/06	
<b>CO</b>	06/15/06	
<b>CT</b>	48091 07/27/06	
<b>DC</b>	24801 04/21/06	06/23/06
<b>DE</b>	06/15/06	
<b>FL</b>	FCC 06-05559 06/23/06	FCC 06-05753 06/29/06
<b>GA</b>	07/26/06	08/01/06
<b>HI</b>	HIB# 113064 07/26/06	
<b>IA</b>	143645 06/15/06	11/13/06
<b>ID</b>	06/15/06	
<b>IL</b>	07/06/06	
<b>IN</b>	07/21/06	07/21/06
<b>KS</b>		
<b>KY</b>	2006-003149-F 06/15/06	2006-003148-R 05/25/06
<b>LA</b>		
<b>MA</b>	100211 07/05/06	100217 07/05/06
<b>MD</b>	07/19/06	07/28/06 (Closed under competitive rating law)
<b>ME</b>	6P2N7Q771 06/15/06	6P2NAH215 06/15/06
<b>MI</b>	138934 Exempt – Drawer Filing 06/02/06	138937 deemed 06/02/06
<b>MN</b>	Drawer Filing	Drawer Filing
<b>MO</b>	06/26/06	
<b>MS</b>	07/25/06	
<b>MT</b>	PC19983 06/26/06	08/03/06
<b>NC</b>	AAI forms PC093096 08/22/06 WFI forms PC093097 08/22/06	AAI rules PC09395 08/22/06 WFI rules PC093094 08/22/06
<b>ND</b>	06/14/06	
<b>NE</b>	06-1231 and 06-1226 04/21/06	
<b>NH</b>	866-CLM6-7/13/06 09/07/06	626-PLLEO-7/17/06 07/27/06
<b>NJ</b>	Exempt – on exportable list. Drawer Filing 06/15/06.	
<b>NM</b>		
<b>NV</b>	06/15/06	Drawer Filing
<b>NY</b>		
<b>OH</b>	(AAI) PCD# 171364, (WFI) PCD # 171365 06/15/06	
<b>OK</b>	#06-2150C 06/15/06	#06-2151C 06/15/06
<b>OR</b>	CO 0801 06 06/16/06	
<b>PA</b>	A96610001 07/18/06	A96656001 06/15/06
<b>RI</b>		
<b>SC</b>	06/15/06	
<b>SD</b>		
<b>TN</b>	08/30/06	08/30/06
<b>TX</b>	08/23/06	08/23/06
<b>UT</b>	06/15/06	
<b>VA</b>		
<b>VT</b>		
<b>WA</b>	07/31/06	07/15/06
<b>WI</b>	129694 05/24/06	129735 04/24/06
<b>WV</b>	60426015 06/15/06	
<b>WY</b>		

**ACE American Insurance Company  
Westchester Fire Insurance Company**  
ACE Advantage Miscellaneous Professional Liability Policy

Forms List – Countrywide

Form Number	New, Replaces or Withdraw	Form Title	Broaden, Restrict or Clarify	Mandatory or Optional	Rate Impact (Y/N)	Description
PF-19063b (07/08)	PF-19063 (10/05)	Trade Association Endorsement	Clarify	Optional	N	The 07/08 version clarifies the original endorsement language so it is consistent with the language in the policy form. There is no change in coverage or impact to rates.
PF-19207a (07/08)	PF-19207 (12/05)	Property Manager and Real Estate Endorsement (Civil Rights, Pollutants)	Clarify	Optional	N	Amended the Mortgage Banker/Broker exclusion in the endorsement to better clarify underwriting position.
PF-19208a (07/08)	PF-19208 (12/05)	Property Manager and Real Estate Endorsement (Lockbox, Civil Rights)	Clarify	Optional	N	Amended the Mortgage Banker/Broker exclusion in the endorsement to better clarify underwriting position.
PF-19209a (07/08)	PF-19209 (12/05)	Property Manager and Real Estate Endorsement (Lockbox, Civil Rights, Pollutants)	Clarify	Optional	N	Amended the Mortgage Banker/Broker exclusion in the endorsement to better clarify underwriting position.
PF-19210a (07/08)	PF-19210 (12/05)	Property Manager and Real Estate Endorsement (Lockbox, Pollutants)	Clarify	Optional	N	Amended the Mortgage Banker/Broker exclusion in the endorsement to better clarify underwriting position.
PF-19211a (07/08)	PF-19211 (12/05)	Property Manager and Real Estate Endorsement	Clarify	Optional	N	Amended the Mortgage Banker/Broker exclusion in the endorsement to better clarify underwriting position.
PF-19212a (07/08)	PF-19212 (12/05)	Property Manager and Real Estate Endorsement (Without Failure To Maintain Insurance Exclusion)	Clarify	Optional	N	Amended the Mortgage Banker/Broker exclusion in the endorsement to better clarify underwriting position.
PF-19253a (11/06)	PF-19253 (12/05)	Notice-General Counsel, Risk Manager	Broaden	Optional	N	The 11/06 version clarifies the original endorsement language so it is consistent with the language in the policy form. There is no change in coverage or impact to rates.
PF-19254a (11/06)	PF-19254 (12/05)	Notice-General Counsel	Broaden	Optional	N	The 11/06 version clarifies the original endorsement language so it is consistent with the language in the policy form. There is no change in coverage or impact to rates.
PF-19255a (11/06)	PF-19255 (12/05)	Notice-Risk Manager	Broaden	Optional	N	The 11/06 version clarifies the original endorsement language so it is consistent with the language in the policy form. There is no change in coverage or impact to rates.
PF-19824a (12/06)	PF-19824 (02/06)	Employed Lawyers Professional Liability Coverage Extension	Broaden	Optional	Y	The 12/06 version clarifies the insuring agreement section so it is consistent with the language in the policy form. There is no change in coverage or impact to rates.
PF-19832a (11/06)	PF-19832 (02/06)	Home Inspector Endorsement	Clarify	Optional	N	The 11/06 version removes the Asbestos Exclusion from the amendatory and adds a Lead Exclusion. There is no impact to the rates as an exclusion was replaced with an exclusion.
PF-19842a (11/06)	PF-19842 (02/06)	Market Research Endorsement	Clarify	Optional	N	The 11/06 version clarifies the intent of the original exclusionary language. There is no change in coverage or impact to rates.
PF-19929a (07/08)	PF-19929 (02/06)	Limit of Liability Amended, Contract Specific	Clarify	Optional	N	Clarifies the underwriting position that the contract-specific limit is the maximum limit available for claims arising from a given contract.
PF-19938a (07/08)	PF19938 (02/06)	Property Manager Endorsement (Failure To Effect or Maintain Insurance Exclusion Deleted)	Clarify	Optional	N	Amended the Mortgage Banker/Broker exclusion in the endorsement to better clarify underwriting position.
PF-19939a (07/08)	PF-19939 (02/06)	Property Manager Endorsement	Clarify	Optional	N	Amended the Mortgage Banker/Broker exclusion in the endorsement to better clarify underwriting position.
PF-19940a (07/08)	PF-19940 (02/06)	Real Estate Appraiser Endorsement	Clarify	Optional	N	Amended the Mortgage Banker/Broker exclusion in the endorsement to better clarify underwriting position.
PF-20312a (10/08)	New	ACE Advantage Construction Managers Supplemental Application	Clarify	Optional	N	Supplemental Application to be completed for risks that are requesting coverage for their Construction Management professional activities
PF-20313a (10/08)	New	ACE Advantage Escrow Agent Supplemental Application	Clarify	Optional	N	Supplemental Application to be completed for risks that are requesting coverage for their Escrow Agency professional activities
PF-20314a (10/08)	New	ACE Advantage Foreclosure Agent Supplemental Application	Clarify	Optional	N	Supplemental Application to be completed for risks that are requesting coverage for their Foreclosure Agency professional activities
PF-20682 (07/06)	New	Amend Territory Provision	Broaden	Optional	N	Endorsement for worldwide coverage to apply only where legally permissible.

**ACE American Insurance Company  
Westchester Fire Insurance Company**  
ACE Advantage Miscellaneous Professional Liability Policy

Forms List – Countrywide

Form Number	New, Replaces or Withdraw	Form Title	Broaden, Restrict or Clarify	Mandatory or Optional	Rate Impact (Y/N)	Description
PF-21975a (08/07)	New	Limit of Liability Amended	Clarify	Optional	N	Increases policy's limit of liability and adds a retroactive date for the new layer. Allows the underwriter to change the Disciplinary Proceedings Claims Expenses sub-limit
PF-22009a (07/08)	New	Fair Credit Reporting Act and Fair Debt Collection Practices Act Coverage Extension	Broaden	Optional	Y	Extends coverage to allow coverage for claims arising from FCRA and FDCPA allegations
PF-22827a (07/08)	New	Predatory Lending Exclusion	Restrict	Optional	Y	Specifically excludes claims arising from predatory lending practices (e.g. loan flipping)
PF-23098 (10/06)	New	Action Against the Company and Bankruptcy	Clarify	Optional	N	Amends Action Against the Company clause modified to allow action against the Insurer but only once the Insured had fully complied with the terms of this Policy, and the Insured's obligation to pay has been determined.
PF-23099 (03/06)	New	Additional Insured Endt (Specified Retroactive Date)	Broaden	Optional	N	Endorsement to add Additional Insured with Retro Date for that Additional Insured.
PF-23100 (03/06)	New	Additional Insured Endt	Broaden	Optional	N	Additional Insured Endorsement adding entity for its Own Liability.
PF-23101 (07/06)	New	Auctioneer Endorsement	Clarify	Optional	N	Auctioneer Amendatory Endorsement
PF-23102 (07/06)	New	Choice of Counsel by Named Insured (With Company's Consent), Insured Assumes Duty To Defend	Broaden	Optional	N	Endorsement allows the Insured to choose counsel for a claim with Defense Assumed by Insured.
PF-23103 (02/07)	New	Contingent Bodily Injury or Property Damage - Amend Exclusion B (Rendering Professional Services)	Broaden	Optional	Y	Broadens coverage to all for bodily injury or property damages claims that arise from the rendering of professional services
PF-23104a (07/08)	New	Contingent Bodily Injury or Property Damage With Sublimit - Amend Exclusion B (Rendering Professional Services)	Broaden	Optional	Y	Broadens coverage to all for bodily injury or property damages claims that arise from the rendering of professional services, with a sub-limit of liability
PF-23105a (07/08)	New	Contingent Bodily Injury, Property Damage With Sublimit (Proximate Cause)	Broaden	Optional	Y	Broadens coverage to all for bodily injury or property damages claims that arise from the rendering of professional services and where there is proximate cause, with a sub-limit of liability
PF-23106 (12/06)	New	Damages Definition Amended (Punitive Damages, Most Favorable Jurisdiction)	Clarify	Optional	N	Punitive Damages Amended Endorsement (most favorable jurisdiction).
PF-23107 (05/06)	New	Dishonest, Fraudulent, Criminal Malicious Act, Omission, Intention, Knowing Violation Of The Law Exclusion Amend (Partial Severability, 1-4 Officers)	Broaden	Optional	N	Dishonesty, Fraud Exclusion with Partial Severability-only actions of GC, RM, CFO or CEO imputed to all Insureds.
PF-23108 (12/06)	New	Employed Lawyers and MPL Limits Amended	Broaden	Optional	Y	Employed Lawyers and MPL Limits Amended
PF-23109 (07/06)	New	Insurance Agent / Broker / Wholesaler / Premium Financier, Notary Public	Clarify	Optional	N	Insurance Agent/Broker Amendatory Endorsement
PF-23110 (09/06)	New	Insured Amended-Specified Individual or Entity Not Insured	Clarify	Optional	N	Specific Entity excluded from Definition of Insured
PF-23111 (01/07)	New	Item 7. Professional Services Amended	Clarify	Optional	N	Professional Services Amended.
PF-23112 (08/07)	New	Limits Amended, Retroactive Date Amended (Specified Layer)	Clarify	Optional	N	Increases policy's limit of liability and adds a retroactive date for the new layer.
PF-23113 (08/07)	New	Limits Amended	Clarify	Optional	N	Increases policy's limit of liability and provides full prior acts coverage for the new layer.
PF-23114 (12/06)	New	Material Changes In Conditions - Acquisition Threshold Amended	Broaden	Optional	N	Modifies Sec VII MATERIAL CHGS IN CONDITIONS to allow variable revenue threshold for newly acquired entities.
PF-23115 (08/07)	New	Material Changes In Conditions - Acquisition of the Named Insured	Broaden	Optional	N	Modifies Sec VII MATERIAL CHGS IN CONDITIONS by allowing acquisition of Named Insured by a specific entity without automatic policy run-off.
PF-23116 (06/06)	New	Medical Malpractice Exclusion	Clarify	Optional	N	Excludes claims arising out of medical malpractice and errors
PF-23117 (09/06)	New	Owned Affiliated Endorsement	Clarify	Optional	N	Excludes claims based upon Professional Services for any person or entity owned or controlled by an Insured
PF-23118 (06/06)	New	Price, Cost, Fee, Estimate, Guarantee, Representation Exclusion	Clarify	Optional	N	Excludes claims for inaccurate description of the price of goods or guarantee or promise of costs savings, return or profitability.
PF-23119 (12/06)	New	Professional Services Definition Amended, Specified Contract Excluded	Clarify	Optional	N	Specified Contract Excluded
PF-23120 (09/06)	New	Professional Services Amended (Contract Specific)	Clarify	Optional	N	Contract Specific Professional Services Amended

**ACE American Insurance Company  
Westchester Fire Insurance Company**  
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PF-23121a (07/08)	New	Property Manager and Real Estate Endorsement (Construction Management Carveback)	Broaden	Optional	N	Standard Real Estate Agent Property Manager Endorsement/with Construction Management Exclusion Removed
PF-23122a (07/08)	New	Property Manager, Mortgage Broker and Real Estate Endorsement (Lockbox, Civil Rights, Pollutants)	Broaden	Optional	N	Property Manager, Mortgage Broker and Real Estate Amendatory Endorsement, including coverage for lockbox, Civil Rights, Pollutant claims
PF-23123 (07/06)	New	Retention Amended (Reduced Retention Incentive for Alternative Dispute Resolution)	Broaden	Optional	N	Retention Reduced as Result of ADR.
PF-23124 (09/06)	New	Retroactive Date Amended-Specified Contract	Clarify	Optional	N	Contract Specific Retroactive Date
PF-23125 (07/07)	New	Notice Amended - CEO, CFO, President, General Counsel, Risk Manager	Clarify	Optional	N	Named Insured's CEO, CFO, President, General Counsel, Risk Manager, or organizational equivalent to give written notice of a Claim as soon as practicable.
PF-23127 (07/06)	New	Specified Wrongful Act Sublimit	Clarify	Optional	N	Specific Wrongful Act Sublimit.
PF-23128 (03/07)	New	Tie-In of Limits	Clarify	Optional	N	Endorsement to tie-in the limits between the scheduled policies and limit the liability available to pay claims on either policy.
PF-23129 (05/07)	New	Class Action Retention Endorsement	Clarify	Optional	N	Adds a separate retention for class action claims.
PF-23130a (10/08)	New	ACE Advantage Trustee Professional Supplemental Application	Clarify	Optional	N	Supplemental Application to be completed for risks that are requesting coverage for their Trustee professional activities
PF-23131a (10/08)	New	ACE Advantage Insurance Agents Supplemental Application	Clarify	Optional	N	Supplemental Application to be completed for risks that are requesting coverage for their Insurance Agency professional activities
PF-23133a (03/08)	New	Privacy Liability, Identity Theft Expense and Network Operations Security Liability Coverage	Broaden	Optional	Y	Optional coverage -- Provides coverage for claims arising from network security or privacy breaches
PF-23293 (12/07)	New	MPL Amendatory Endorsement-Definition of Professional Services Amended	Broaden	Optional	Y	Amends definition of Professional Services to allow for all services except those specifically excluded.
PF-23294b (07/08)	New	Network Security or Privacy Liability Exclusion	Restrict	Optional	Y	Exclusion for Network Security and Privacy Liability exposures.
PF-23295a (07/08)	New	Optional Extended Reporting Period Election Endorsement	Clarify	Optional	N	Endorsement used when Insured elects Extended Reporting Period option.
PF-23296a (07/08)	New	Contingent Bodily Injury, Property Damage ("For" Preamble) with Sub-limit of Liability	Broaden	Optional	Y	Amends the "alleged, based upon" preamble to "for" language, with a sub-limit of liability. Coverage is available only if insured has an in force CGL policy.
PF-23302 (07/08)	New	Third Party Administrator Endorsement (With HIPAA Exclusion Removed)	Broaden	Optional	Y	Standard Third Party Administrator Endorsement/with coverage for HIPAA-related claims
PF-23307a (07/08)	New	Premium Finance Endorsement	Clarify	Optional	N	Premium Finance Company Amendatory Endorsement
PF-23308a (07/08)	New	Premium Finance Endorsement (with Limited Regulatory Exclusion)	Broaden	Optional	Y	Premium Finance Company Amendatory Endorsement, with limited regulatory exclusion
PF-23311a (07/08)	New	Designated Loan Exclusion Endorsement	Restrict	Optional	Y	Specifically excludes claims arising from designated loans such as Alt-A, Subprime and Teaser loans.
PF-23312a (07/08)	New	Sub-Prime Loan Exclusion	Restrict	Optional	Y	Specifically excludes claims arising sub-prime loans.
PF-23438 (11/07)	New	Subrogation Waiver (Contractual Waiver)	Broaden	Optional	N	Endorsement to waive the Insurer's subrogation rights under the policy.
PF-23464 (12/07)	New	Non Stacking of Limits	Clarify	Optional	N	Limits the stacking of limits between the policy and scheduled policies to the endorsed limit of liability
PF-24185a (07/08)	New	Loan Repurchase Exclusion	Restrict	Optional	Y	Specifically excludes claims arising from loan repurchase agreements.
PF-24269a (07/08)	New	Property Manager and Real Estate Endorsement (Lockbox, Civil Rights, Construction Manager)	Broaden	Optional	Y	Standard Real Estate Agent Property Manager Endorsement/with coverage for construction management activities
PF-24270a (07/08)	New	Property Manager and Real Estate Endorsement (Lockbox, Civil Rights, Amended Ownership Interest and Property Developer Exclusion)	Broaden	Optional	Y	Standard Real Estate Agent Property Manager Endorsement/with modified ownership interest and property development exclusion
PF-24271a (07/08)	New	Property Manager and Real Estate Endorsement (Lockbox, Civil Rights, Amended Ownership Interest Exclusion)	Broaden	Optional	Y	Standard Real Estate Agent Property Manager Endorsement/with modified ownership interest exclusion

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PF-24287 (10/08)	New	ACE Advantage Small Business Questionnaire	Clarify	Optional	N	Application to be used to provide a non-binding premium indication to small professionals
PF-24478 (03/08)	New	Additional Insured-Limits-Retroactive Date	Broaden	Optional	N	Adds Additional Insureds to the policy and endorses a sub-limit of liability and retroactive date that is specific to the scheduled additional insured(s).
PF-24535 (03/08)	New	Additional Insured-Limits-Retroactive Date-Retention	Broaden	Optional	N	Adds Additional Insureds to the policy and endorses a sub-limit of liability, retention and retroactive date that is specific to the scheduled additional insured(s).
PF-24704 (03/08)	New	Dishonesty Exclusion Amended (Partial Severability)	Broaden	Optional	N	Dishonesty, Fraud Exclusion with Partial Severability-only actions of specifically scheduled officers/managers imputed to all Insureds.
PF-24705 (03/08)	New	Partial Application Severability, 4 Officers	Clarify	Optional	N	Provides partial application severability-only actions of specifically scheduled officers/managers imputed to all Insureds.
PF-24706 (03/08)	New	Profit Advantage Exclusion Amended (Partial Severability)	Broaden	Optional	N	Personal Profit Exclusion with Partial Severability-only actions of specifically scheduled officers/managers imputed to all Insureds.
PF-24707 (03/08)	New	Profit, Advantage Exclusion Amended (Partial Severability)	Broaden	Optional	N	Personal Profit Exclusion with Partial Severability-only actions of specifically scheduled officers/managers imputed to all Insureds, including final adjudication provision
PF-24802 (04/08)	New	Retroactive Date Amended	Clarify	Optional	N	Allows the underwriter to change the retroactive date on the policy declarations page.
PF-24987 (05/08)	New	Privacy Liability, Identity Theft Expense, Network Operations Security Liability and Multimedia	Broaden	Optional	Y	Optional coverage -- Provides coverage for claims arising from network security or privacy breaches as well as media liability
PF-25178 (07/08)	New	Retention Amended - Specified Contract	Clarify	Optional	N	Clarifies the underwriting position by allowing the underwriter to endorse a self-insured retention that would be applicable to claims arising from a given contract.
PF-25192 (07/08)	New	ACE Advantage Employed Lawyer Liability Supplemental Application	Clarify	Optional	N	Supplemental Application to be completed for risks that are requesting coverage for their in-house counsels' professional activities.
PF-25711 (07/08)	New	ACE Advantage Privacy & Network Security Supplemental Application	Clarify	Optional	N	Supplemental Application to be completed for risks that are requesting coverage for third-party claims related to privacy and/or network liability security breaches
PF-25723 (08/08)	New	Notice Amended - Variable Officers	Broaden	Optional	N	Notice to be made after specified Officer is first made aware of claim.