

SERFF Tracking Number: BEAZ-125735233 State: Arkansas
Filing Company: Beazley Insurance Company, Inc. State Tracking Number: EFT \$50
Company Tracking Number: BICI0062-AR
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1006 Directors & Officers Liability
Product Name: Non-Profit Organization Management Liability Program
Project Name/Number: /BICI0062-AR

Filing at a Glance

Company: Beazley Insurance Company, Inc.

Product Name: Non-Profit Organization Management Liability Program SERFF Tr Num: BEAZ-125735233 State: Arkansas

TOI: 17.1 Other Liability - Claims Made Only

SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 17.1006 Directors & Officers Liability

Co Tr Num: BICI0062-AR

State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Edith Roberts

Authors: Nancy Wilson, Renata Wright, Laura Maragnano, Evelyn Perran, Monique Herold, Camily Arjona

Disposition Date: 10/27/2008

Date Submitted: 07/22/2008

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:

Status of Filing in Domicile: Pending

Project Number: BICI0062-AR

Domicile Status Comments: filing being reviewed

Reference Organization: n/a

Reference Number: n/a

Reference Title: n/a

Advisory Org. Circular: n/a

Filing Status Changed: 10/27/2008

State Status Changed: 10/27/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

See cover letter for filing information.

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Company and Contact

Filing Contact Information

Renata Wright, Regulatory Paralegal renata.wright@beazley.com
 30 Batterson Park Road (860) 677-3737 [Phone]
 Farmington, CT 06032 (860) 679-0247[FAX]

Filing Company Information

Beazley Insurance Company, Inc. CoCode: 37540 State of Domicile: Connecticut
 30 Batterson Park Road Group Code: Company Type: Property and
 Casualty
 Farmington, CT 06032 Group Name: N/A State ID Number:
 (860) 677-3700 ext. [Phone] FEIN Number: 04-2656602

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Beazley Insurance Company, Inc.	\$50.00	07/22/2008	21529300

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	10/27/2008	10/27/2008

SERFF Tracking Number: *BEAZ-125735233* *State:* *Arkansas*
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Disposition

Disposition Date: 10/27/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	cover letter	Approved	Yes
Form	Separate Retention for Sexual Harassment	Approved	Yes
Form	EEOC Claims Exclusion	Approved	Yes
Form	Separate Retention for Peer Review, Credentialing and Disciplinary Activities	Approved	Yes
Form	General Professional Services Exclusion With Management Carveback	Approved	Yes
Form	Amend "Insureds" to Include Scheduled Entity(ies)	Approved	Yes
Form	Non-Duty To Defend Endorsement	Approved	Yes
Form	Real Estate Development Exclusion	Approved	Yes
Form	Antitrust Claim Sublimit and Separate Retention	Approved	Yes
Form	Local Union Endorsement	Approved	Yes
Form	Third Party Wrongful Act Exclusion For Volunteer Health Professionals	Approved	Yes
Form	Amend Exclusion J.	Approved	Yes
Form	Delete Exclusion K.1	Approved	Yes
Form	Failure to Educate Exclusion with Carveback for Failure to Supervise	Approved	Yes
Form	Board Member Representing Third Party Exclusion	Approved	Yes
Form	Security Guard Exclusion for Third Party Wrongful Acts	Approved	Yes
Form	Retroactive Date Exclusion	Approved	Yes
Form	Third Party Wrongful Act Housing Discrimination Exclusion	Approved	Yes
Form	Standards and Certification Exclusion	Approved	Yes
Form	Whistleblower Carveback to Insured Vs. Insured Exclusion	Approved	Yes
Form	Non Rescindable "Side A" Coverage	Approved	Yes
Form	Amend Exclusion J.	Approved	Yes

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Form	Whistleblower and Former Employee Carveback to Insured Vs. Insured Exclusion	Approved	Yes
Form	Amend Reporting and Notification	Approved	Yes
Form	Amend Exclusion B.2.	Approved	Yes
Form	Amend Claims Notification	Approved	Yes
Form	Cancellation Endorsement	Approved	Yes
Form	Amend Item 7. Of The Declarations	Approved	Yes
Form	Order of Payments	Approved	Yes
Form	Exclude Scheduled Person or Entity	Approved	Yes
Form	Absolute ERISA Exclusion	Approved	Yes
Form	Third Party Coverage Administration of Benefits Exclusion	Approved	Yes
Form	Amend Insured Person to Include Definition of Employee	Approved	Yes
Form	Third Party Wrongful Act Exclusion for Admission or Rejection of Applicants or the Grading of Students	Approved	Yes
Form	Third Party Wrongful Act Exclusion for Sexual Harassment of Students by Teaching Faculty Members	Approved	Yes
Form	Separate Retention for Peer Review and Credentialing	Approved	Yes
Form	Amend Reporting and Notification	Approved	Yes
Form	Amend General Conditions A.4. Limit Imputation to CEO And CFO	Approved	Yes
Form	Amend Third Party Coverage- Delete Harassment	Approved	Yes
Form	Exclude Student Claims For Third Party Wrongful Acts	Approved	Yes
Form	Pre-Approved Counsel Endorsement	Approved	Yes
Form	Amend Item 3.	Approved	Yes
Form	Retroactive Date Exclusion For Third Party Wrongful Acts	Approved	Yes
Form	Third Party Liability Sublimit	Approved	Yes

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Form	Amend Definition of Insured to Delete Entity	Approved	Yes
Form	Adoption and/or Foster Care Services Exclusion	Approved	Yes
Form	Amend Definition of Loss to Include Settlements Under Section 11 and 12 of Securities Act of 1933	Approved	Yes
Form	Separate Prior Knowledge Date for Excess Limit of Liability	Approved	Yes
Form	Exclude Claims For Third Party Wrongful Acts in Connection With Adoption	Approved	Yes
Form	Amend Third Party Wrongful Act- Delete Discrimination	Approved	Yes
Form	Delete Exclusion H.	Approved	Yes
Form	Amend Definition of Subsidiary	Approved	Yes
Form	Amend Settlement And Defense Clause	Approved	Yes
Form	Amend Insured V. Insured Exclusion	Approved	Yes
Form	Sublimit Per Claim Endorsement	Approved	Yes
Form	Amend Definition of Insured Persons	Approved	Yes
Form	Tax Exempt Status Exclusion	Approved	Yes
Form	Management Carveback to Exclusion K.3.	Approved	Yes
Form	Sublimit and Separate Retention For Regulatory Claims	Approved	Yes
Form	Redlining Exclusion	Approved	Yes
Form	Presumptive Identification Endorsement	Approved	Yes
Form	Exclusion for Insured(s) Acting in Their Capacity as an Elected Public Official	Approved	Yes
Form	Declarations Amendment- Prior Knowledge Date	Approved	Yes
Form	Third Party Wrongful Act Exclusion For Patient Claims	Approved	Yes
Form	Amend Notice of Claim to Control Group	Approved	Yes
Form	Amend Acquisition Threshold	Approved	Yes
Form	Amend Definition of Loss	Approved	Yes
Form	Amend Exclusion J To Delete "Plea	Approved	Yes

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Agreement", "Alternate Dispute
Resolution Proceeding" And "Settlement"

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Separate Retention for Sexual Harassment	BICNP051 30107		Endorsement/Amendment/Conditions		0.00	BICNP05130107.pdf
Approved	EEOC Claims Exclusion	BICNP051 60107		Endorsement/Amendment/Conditions		0.00	BICNP05160107.pdf
Approved	Separate Retention for Peer Review, Credentialing and Disciplinary Activities	BICNP052 80707		Endorsement/Amendment/Conditions		0.00	BICNP05280707.pdf
Approved	General Professional Services Exclusion With Management Carveback	BICNP055 00307		Endorsement/Amendment/Conditions		0.00	BICNP05500307.pdf
Approved	Amend "Insureds" to Include Scheduled Entity(ies)	BICNP055 10107		Endorsement/Amendment/Conditions		0.00	BICNP05510107.pdf
Approved	Non-Duty To Defend Endorsement	BICNP055 20107		Endorsement/Amendment/Conditions		0.00	BICNP05520107.pdf
Approved	Real Estate Development Exclusion	BICNP055 40107		Endorsement/Amendment/Conditions		0.00	BICNP05540107.pdf

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Approved	Antitrust Claim Sublimit and Separate Retention	BICNP055 50107	Endorseme New nt/Amendm ent/Condi ons	0.00	BICNP05550 107.pdf
Approved	Local Union Endorsement	BICNP055 70107	Endorseme New nt/Amendm ent/Condi ons	0.00	BICNP05570 107.pdf
Approved	Third Party Wrongful Act Exclusion For Volunteer Health Professionals	BICNP055 80107	Endorseme New nt/Amendm ent/Condi ons	0.00	BICNP05580 107.pdf
Approved	Amend Exclusion J.	BICNP055 90207	Endorseme New nt/Amendm ent/Condi ons	0.00	BICNP05590 207.pdf
Approved	Delete Exclusion K.1	BICNP056 00207	Endorseme New nt/Amendm ent/Condi ons	0.00	BICNP05600 207.pdf
Approved	Failure to Educate Exclusion with Carveback for Failure to Supervise	BICNP056 10207	Endorseme New nt/Amendm ent/Condi ons	0.00	BICNP05610 207.pdf
Approved	Board Member Representing Third Party Exclusion	BICNP056 20207	Endorseme New nt/Amendm ent/Condi ons	0.00	BICNP05620 207.pdf
Approved	Security Guard Exclusion for Third Party Wrongful Acts	BICNP056 30207	Endorseme New nt/Amendm ent/Condi ons	0.00	BICNP05630 207.pdf
Approved	Retroactive Date Exclusion	BICNP056 40207	Endorseme New nt/Amendm ent/Condi	0.00	BICNP05640 207.pdf

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Approval	Description	Policy Number	Endorsement/Amendment/Condition	Amount	Attachment
Approved	Third Party Wrongful Act Housing Discrimination Exclusion	BICNP056 50207	Endorsement/Amendment/Conditions	0.00	BICNP05650 207.pdf
Approved	Standards and Certification Exclusion	BICNP056 60207	Endorsement/Amendment/Conditions	0.00	BICNP05660 207.pdf
Approved	Whistleblower Carveback to Insured Vs. Insured Exclusion	BICNP056 70407	Endorsement/Amendment/Conditions	0.00	BICNP05670 407.pdf
Approved	Non Rescindable "Side A" Coverage	BICNP056 80407	Endorsement/Amendment/Conditions	0.00	BICNP05680 407.pdf
Approved	Amend Exclusion J.	BICNP057 00407	Endorsement/Amendment/Conditions	0.00	BICNP05700 407.pdf
Approved	Whistleblower and Former Employee Carveback to Insured Vs. Insured Exclusion	BICNP057 10407	Endorsement/Amendment/Conditions	0.00	BICNP05710 407.pdf
Approved	Amend Reporting and Notification	BICNP057 20407	Endorsement/Amendment/Conditions	0.00	BICNP05720 407.pdf
Approved	Amend Exclusion B.2.	BICNP057 30507	Endorsement/Amendment/Conditions	0.00	BICNP05730 507.pdf
Approved	Amend Claims Notification	BICNP057 40507	Endorsement/Amendment	0.00	BICNP05740 507.pdf

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Approval	Description	Policy Number	Endorsement/Amendment/Condition	Amount	Attachment
Approved	Cancellation Endorsement	BICNP057 40806	Endorsement/New Amendment/Condi tions	0.00	BICNP05740 806.pdf
Approved	Amend Item 7. Of The Declarations	BICNP057 50107	Endorsement/New Amendment/Condi tions	0.00	BICNP05750 107.pdf
Approved	Order of Payments	BICNP057 50507	Endorsement/New Amendment/Condi tions	0.00	BICNP05750 507.pdf
Approved	Exclude Scheduled Person or Entity	BICNP057 60507	Endorsement/New Amendment/Condi tions	0.00	BICNP05760 507.pdf
Approved	Absolute ERISA Exclusion	BICNP057 70507	Endorsement/New Amendment/Condi tions	0.00	BICNP05770 507.pdf
Approved	Third Party Coverage Administration of Benefits Exclusion	BICNP057 80507	Endorsement/New Amendment/Condi tions	0.00	BICNP05780 507.pdf
Approved	Amend Insured Person to Include Definition of Employee	BICNP057 90607	Endorsement/New Amendment/Condi tions	0.00	BICNP05790 607.pdf
Approved	Third Party Wrongful Act Exclusion for Admission or Rejection of Applicants or the Grading of	BICNP058 00607	Endorsement/New Amendment/Condi tions	0.00	BICNP05800 607.pdf

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Students

Approved	Third Party Wrongful Act Exclusion for Sexual Harassment of Students by Teaching Faculty Members	BICNP058 10607		Endorsement/Amendment/Conditions	0.00	BICNP05810607.pdf
Approved	Separate Retention for Peer Review and Credentialing	BICNP058 20707		Endorsement/Amendment/Conditions	0.00	BICNP05820707.pdf
Approved	Amend Reporting and Notification	BICNP058 30807		Endorsement/Amendment/Conditions	0.00	BICNP05830807.pdf
Approved	Amend General Conditions A.4. Limit Imputation to CEO And CFO	E00011 082007	ed.	Endorsement/Amendment/Conditions	0.00	E00011082007ed..pdf
Approved	Amend Third Party Coverage- Delete Harassment	E00018 082007	ed.	Endorsement/Amendment/Conditions	0.00	E00018082007ed..pdf
Approved	Exclude Student Claims For Third Party Wrongful Acts	E00020 082007	ed.	Endorsement/Amendment/Conditions	0.00	E00020082007ed..pdf
Approved	Pre-Approved Counsel Endorsement	E00058 092007	ed.	Endorsement/Amendment/Conditions	0.00	E00058092007ed..pdf
Approved	Amend Item 3.	E00129 102007	ed.	Endorsement/Amendment/Conditions	0.00	E00129102007ed..pdf
Approved	Retroactive Date	E00130 102007		Endorsement/Amendment/Conditions	0.00	E00130

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	Exclusion For Third Party Wrongful Acts		ed.	nt/Amendm ent/Condi ons		102007 ed..pdf
Approved	Third Party Liability Sublimit	E00131	102007 ed.	Endorseme New nt/Amendm ent/Condi ons	0.00	E00131 102007 ed..pdf
Approved	Amend Definition of Insured to Delete Entity	E00148	102007 ed.	Endorseme New nt/Amendm ent/Condi ons	0.00	E00148 102007 ed..pdf
Approved	Adoption and/or Foster Care Services Exclusion	E00149	102007 ed.	Endorseme New nt/Amendm ent/Condi ons	0.00	E00149 102007 ed..pdf
Approved	Amend Definition of Loss to Include Settlements Under Section 11 and 12 of Securities Act of 1933	E00174	112007 ed.	Endorseme New nt/Amendm ent/Condi ons	0.00	E00174 112007 ed..pdf
Approved	Separate Prior Knowledge Date for Excess Limit of Liability	E00177	112007 ed.	Endorseme New nt/Amendm ent/Condi ons	0.00	E00177 112007 ed..pdf
Approved	Exclude Claims For Third Party Wrongful Acts in Connection With Adoption	E00186	112007 ed.	Endorseme New nt/Amendm ent/Condi ons	0.00	E00186 112007 ed..pdf
Approved	Amend Third Party Wrongful Act- Delete Discrimination	E00224	122007 ed.	Endorseme New nt/Amendm ent/Condi ons	0.00	E00224 122007 ed..pdf
Approved	Delete Exclusion H.	E00230	012008 ed.	Endorseme New nt/Amendm ent/Condi	0.00	E00230 012008 ed..pdf

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Approval	Description	Code	Year	Action	Amount	File Name
Approved	Amend Definition of Subsidiary	E00231	012008	Endorsement/Amendment/Conditions	0.00	E00231 012008 ed..pdf
Approved	Amend Settlement And Defense Clause	E00232	012008	Endorsement/Amendment/Conditions	0.00	E00232 012008 ed..pdf
Approved	Amend Insured V. Insured Exclusion	E00233	012008	Endorsement/Amendment/Conditions	0.00	E00233 012008 ed..pdf
Approved	Sublimit Per Claim Endorsement	E00235	012008	Endorsement/Amendment/Conditions	0.00	E00235 012008 ed..pdf
Approved	Amend Definition of Insured Persons	E00237	012008	Endorsement/Amendment/Conditions	0.00	E00237 012008 ed..pdf
Approved	Tax Exempt Status Exclusion	E00254	012008	Endorsement/Amendment/Conditions	0.00	E00254 012008 ed..pdf
Approved	Management Carveback to Exclusion K.3.	E00257	012008	Endorsement/Amendment/Conditions	0.00	E00257 012008 ed..pdf
Approved	Sublimit and Separate Retention For Regulatory Claims	E00272	012008	Endorsement/Amendment/Conditions	0.00	E00272 012008 ed..pdf
Approved	Redlining Exclusion	E00290	022008	Endorsement/Amendment/Conditions	0.00	E00290 022008 ed..pdf

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Approved	Presumptive Identification Endorsement	E00367	032008	Endorsement/Amendment/Conditions	New	0.00	E00367 032008 ed.pdf
Approved	Exclusion for Insured(s) Acting in Their Capacity as an Elected Public Official	E00368	032008	Endorsement/Amendment/Conditions	New	0.00	E00368 032008 ed.pdf
Approved	Declarations Amendment-Prior Knowledge Date	E00421	042008	Endorsement/Amendment/Conditions	New	0.00	E00421 042008 ed..pdf
Approved	Third Party Wrongful Act Exclusion For Patient Claims	E00437	042008	Endorsement/Amendment/Conditions	New	0.00	E00437 042008 ed..pdf
Approved	Amend Notice of Claim to Control Group	E00557	062008	Endorsement/Amendment/Conditions	New	0.00	E00557 062008 ed..pdf
Approved	Amend Acquisition Threshold	E00562	062008	Endorsement/Amendment/Conditions	New	0.00	E00562 062008 ed..pdf
Approved	Amend Definition of Loss	E00593	062008	Endorsement/Amendment/Conditions	New	0.00	E00593 062008 ed..pdf
Approved	Amend Exclusion J To Delete "Plea Agreement", "Alternate Dispute Resolution Proceeding" And "Settlement"	E00612	062008	Endorsement/Amendment/Conditions	New	0.00	E00612 062008 ed..pdf

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

SEPARATE RETENTION FOR SEXUAL HARASSMENT

This endorsement modifies insurance provided under the following:

Non-Profit Organization Management Liability Insurance Policy

In consideration of the premium charged for the Policy, it is hereby understood and agreed that solely with respect to any **Claim** alleging unwelcome sexual advances, requests for sexual favors or other verbal, visual or physical conduct of a sexual nature, where such harassment is based on an **Insured Person’s** race, color, religion, age, sex, disability, pregnancy, sexual orientation, national origin, or any other basis protected by federal, state or local law and is explicitly or implicitly made a condition of employment, used as a basis for employment decisions or performance, or creates a hostile, intimidating or offensive work environment or that interferes with performance, the retention applicable to each **Claim** for an **Employment Wrongful Act** under Insuring Clause I.B. is deleted and replaced with the following:

<Special Retention> each **Claim** for an **Employment Wrongful Act** under Insuring Clause I.B.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

EEOC CLAIMS EXCLUSION

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE POLICY

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

- A. the first paragraph of Clause III. Definitions. C. 2. is deleted and replaced with:
2. a civil, administrative, investigative or regulatory proceeding initiated against any of the **Insureds**, including any proceeding before any similar federal, state or local governmental body, commenced by:
 - (a) the service of a complaint or similar pleading;
 - (b) the filing of a notice of charges, investigative order or similar document; or
 - (c) written notice or subpoena from an investigatory authority identifying such **Insured** as an entity or person against whom a formal proceeding may be commenced;
- B. For the purposes of this endorsement the following is added to Clause IV. Exclusions.:
- based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any proceeding before the Equal Employment Opportunity Commission

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

SEPARATE RETENTION FOR PEER REVIEW, CREDENTIALING AND DISCIPLINARY ACTIVITIES

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that solely with respect to any **Claim** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving peer review, credentialing or disciplinary activities, Item 6. of the Declarations is deleted and replaced with the following:

Item 6. Retentions

<Special Retention> each **Claim**

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

GENERAL PROFESSIONAL SERVICES EXCLUSION WITH MANAGEMENT CARVEBACK

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE POLICY

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

1. Clause IV. Exclusions K.3. is deleted.
2. The Insurer shall not be liable to make any payment for **Loss** in connection with or resulting from any **Claim** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any **Wrongful Act** in the rendering of, or actual or alleged failure to render, professional services by or on behalf of any **Insured** for the benefit of any other entity or person, provided that this exclusion shall not apply to any **Claim** alleging a **Wrongful Act** in the supervision of any **Insured** performing such professional Services;

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND "INSUREDS" TO INCLUDE SCHEDULED ENTITY(IES)

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause III. Definitions O. "Insureds" is amended to include the following:

<entity>

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

NON DUTY TO DEFEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause VI. SETTLEMENT AND DEFENSE is hereby deleted and replaced with:

1. It shall be the duty of the **Insureds** and not the duty of the Insurer to defend **Claims**. The Insurer shall have the right and shall be given the opportunity to effectively associate with the **Insureds** in the investigation, defense and settlement of any **Claim** that appears reasonably likely to be covered in whole or in part hereunder.
2. The **Insureds** shall not settle any **Claim**, select any defense counsel, incur any **Defense Costs**, admit or assume any liability, stipulate to any judgment or otherwise assume any contractual obligation without the Insurer’s prior written consent, which shall not be unreasonably withheld. The Insurer shall not be liable for any settlement, **Defense Costs**, assumed obligation, admission or stipulated judgment to which they have not consented or for which the **Insureds** are not legally obligated as a result of a **Claim** for a **Wrongful Act**. Notwithstanding the foregoing, if all **Insureds** are able to fully and finally dispose of, with prejudice, all **Claims** that are subject to one Retention for an amount not exceeding such Retention, including **Defense Costs**, then the Insurer’s consent shall not be required for such disposition.
3. Subject to Clause VI.4., the Insurer shall advance on behalf of the **Insureds**, **Defense Costs** which the **Insureds** have incurred in connection with a **Claim** made against them, prior to the final disposition of such **Claim**, provided that to the extent it is finally established that any such **Defense Costs** are not covered under this Policy, the **Insureds**, severally according to their interests, shall repay such **Defense Costs** to the Insurer. The Insurer shall pay **Defense Costs** no more than once every ninety (90) days.
4. If both **Loss** covered by this Policy and loss not covered by this Policy are incurred, either because a **Claim** made against the **Insured** contains both covered and non-covered matters, or because a **Claim** is made against both the **Insured** and others not insured under this Policy, the **Insured** and the Insurer will use their best efforts to determine a fair and appropriate allocation between that portion of **Loss** that is covered under this Policy and that portion of loss that is not covered under this Policy. Additionally, the **Insured** and the Insurer agree that in determining a fair and appropriate allocation of **Loss**, the parties will take into account the relative legal and financial exposures of, and relative benefits obtained in connection with the defense and/or settlement of the **Claim** by the **Insured** and others.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

REAL ESTATE DEVELOPMENT EXCLUSION

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage under this Insurance does not apply to any **Loss** in connection with or resulting from any **Claim** alleging, arising out of, based upon or in connection with any real estate development or construction activities.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

ANTITRUST CLAIM SUBLIMIT AND SEPARATE RETENTION

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE POLICY

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

1. For purposes of this endorsement, the term "**Antitrust Claim**" means any **Claim** alleging charges of price fixing, restraint of trade, monopolization or unfair trade, or any actual or alleged violations of:
 - a. the Federal Trade Commission Act, the Sherman Antitrust Act, the Clayton Act, or any other federal statutory provision involving antitrust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade activities;
 - b. any rules or regulations promulgated under or in connection with such statutes described in 1. above; or
 - c. any similar provision of any federal, state, or local or foreign statutory law or common law.

2. The Insurer's maximum aggregate Limit of Liability for all **Loss** resulting from all **Antitrust Claims** made against any **Insured(s)** shall be <Maximum Agg Antitrust Claims Lmt>, which amount shall be part of and not in addition to the Limit of Liability shown in Item 5.a. of the Declarations.

3. Solely with respect to any **Antitrust Claim**, Item 6. of the Declarations is deleted and replaced with the following:

Item 6. Retentions

<Special Antitrust Claim Retention> each **Antitrust Claim**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

LOCAL UNION ENDORSEMENT

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for **Loss** in connection with or resulting from any **Claim**:

- A. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving charges of price fixing, restraint of trade, monopolization or unfair trade, or any actual or alleged violations of:
 - 1. the Federal Trade Commission Act, the Sherman Antitrust Act, the Clayton Act, or any other federal statutory provision involving antitrust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade activities; or
 - 2. any rules or regulations promulgated under or in connection with such statutes described in 1. hereinabove; or
 - 3. any similar provision of any federal, state, or local or foreign statutory law or common law.

- B. made against <Schedule National Union Organization> or any other state or local chapter other than the **Parent Organization** including any director, trustee, officer, employee, committee member or volunteer thereof.

- C. made against any union member or volunteer of the **Parent Organization** or national organization except for:
 - 1. union members of the **Parent Organization** while acting solely in their capacity as employees or officers of the Parent Organization except for:

For the purposes of this endorsement union members drawing strike pay or benefits shall not be considered employees or officers of the **Parent Organization**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

THIRD PARTY WRONGFUL ACT EXCLUSION FOR VOLUNTEER HEALTH PROFESSIONALS

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for **Loss** in connection with or resulting from any **Claim** alleging a **Third Party Wrongful Act** by any volunteer health professional.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

AMEND EXCLUSION J

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause IV. Exclusions, J. is amended by the deletion of the phrase, “a plea agreement, an alternate dispute resolution proceeding,” from the last paragraph.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

DELETE EXCLUSION K.1.

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause IV. Exclusions, K.1. is deleted.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

FAILURE TO EDUCATE EXCLUSION WITH CARVEBACK FOR FAILURE TO SUPERVISE

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause IV. Exclusions K.3. is deleted and replaced with the following:

3. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any **Wrongful Act** in connection with the rendering of, or actual or alleged failure to render, any of the following professional services for others:

Professional Services:

Failure to educate

provided, that this exclusion shall not apply to any **Claim** brought by a shareholder of the **Company** alleging the failure of any **Insured** to supervise any other **Insured** providing educational services for others.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

BOARD MEMBER REPRESENTING THIRD PARTY EXCLUSION

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause III. Definitions, P.1. is deleted and replaced with:

1. all persons who were, now are, or shall be duly elected or appointed directors, officers, trustees, employees, members of duly constituted committees or volunteers of the Insured Organization, except any such persons who are serving on behalf of, at the behest of or are representing the builder/developer and/or property manager; and

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

SECURITY GUARD EXCLUSION FOR THIRD PARTY WRONGFUL ACTS

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for **Loss** in connection with or resulting from any **Claim** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any **Third Party Wrongful Act** committed by a security guard(s).

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

RETROACTIVE DATE EXCLUSION

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for **Loss** in connection with or resulting from any **Claim** or circumstance that might lead to a **Claim** arising out of any act, error or omission which took place, or is alleged to have taken place, prior to <Date>

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

THIRD PARTY WRONGFUL ACT HOUSING DISCRIMINATION EXCLUSION

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for **Loss** in connection with or resulting from any **Claim** alleging a **Third Party Wrongful Act** which is based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any housing discrimination.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

STANDARDS AND CERTIFICATION EXCLUSION

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for **Loss** in connection with or resulting from any **Claim** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

1. any actual or alleged decision to approve, disapprove, accept, reject, certify or decertify any process, action, person, product, service or entity;
2. any actual or alleged determination, setting or requirement of any standards, specifications or code of ethics or behavior for any person, product, service or entity; or
3. any disciplining or peer review.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

WHISTLEBLOWER CARVEBACK TO INSURED VS. INSURED EXCLUSION

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause IV. Exclusions F. shall not apply to any **Claim** brought by any **Insured Person** alleging violation of any federal, state or local “whistleblower” statute.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

NON RESCINDABLE "SIDE A" COVERAGE

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that solely with respect to coverage under this policy for an **Insured Person**, where indemnification by the **Insured Organization** is not permitted by law or the **Insured Organization** is not able to indemnify solely by reason of its **Financial Impairment**, the Insurer shall not be entitled to rescind this policy.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

AMEND EXCLUSION J

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause IV. Exclusions, J. is deleted and replaced with:

- J. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:
1. any deliberately dishonest, fraudulent or criminal act or omission by any of the **Insureds**, or
 2. any personal profit, remuneration or advantage gained by any of the Insureds to which they were not legally entitled,

as determined by a final non-appealable adjudication; provided, however, this exclusion shall not apply to **Defense Costs** incurred up until such final non-appealable adjudication is made;

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

**WHISTLEBLOWER AND FORMER EMPLOYEE CARVEBACK TO INSURED VS. INSURED
EXCLUSION**

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause IV. Exclusions F. is amended to add:

is brought by any former **Insured Person** who has not served in such capacity or as a consultant to the **Insured Organization** for at least four (4) years prior to the date such **Claim** is first made and who brings and maintains such **Claim** without any active assistance or participation of, or solicitation by, the **Insured Organization** or any other **Insured Persons** or consultants to the **Insured Organization** who are serving or have served in such capacity within such four (4) year period;

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND REPORTING AND NOTIFICATION

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE POLICY

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

1. Clause I. Insuring Clauses is deleted and replaced with:

I. INSURING CLAUSES

Provided any **Claim** is reported in writing to the Underwriters as soon as practicable but in no event later than the earliest of the following times:

1. Sixty (60) days after the date the Chief Financial Officer or the Corporate Secretary becomes aware of such **Claim**, or
2. Sixty (60) days after the end of the **Policy Period** or the last day of the **Optional Extension Period**, if purchased;

The Underwriters shall pay on behalf of the:

- A. **Insureds** all **Loss** resulting from any **Claim** first made against any of the **Insureds** during the **Policy Period** for a **Wrongful Act**.
- B. **Insureds** all **Loss** resulting from any **Claim** first made against any of the **Insureds** during the **Policy Period** for an **Employment Wrongful Act** or a **Third Party Wrongful Act**.

Coverage only applies for **Third Party Wrongful Acts** if Item 3. of the Declarations indicates that the **Insureds** have purchased such coverage.

- C. **Insured Persons** all **Loss** resulting from any **Claim** first made against the **Insured Persons** during the **Policy Period** for a **Wrongful Act** committed while serving in an **Outside Executive Position**.

The coverage afforded by this Insuring Clause shall be specifically excess of any indemnification and insurance available to such **Insured Persons** from the **Outside Entity**.

- D. **Insureds Excess Benefit Transaction Excise Tax** resulting from any **Claim** first made against any of the **Insureds** during the **Policy Period**.

2. Clause VII. Notification A is deleted and replaced with:

- A. In the event Chief Financial Officer or the Corporate Secretary becomes aware that a **Claim** has been made against any of the **Insureds**, the Chief Financial Officer or the Corporate Secretary shall, as a condition precedent to their rights to payment under this Policy, give to the Underwriters notice in writing of such **Claim** as soon as practicable but in no event later than the earliest of the following times:
1. sixty (60) days after the date such Chief Financial Officer or the Corporate Secretary becomes aware of such **Claim**; or
 2. sixty (60) days after the end of the **Policy Period**; or the last day of the **Optional Extension Period**, if purchased.
 3. the last day of the **Optional Extension Period**, if purchased.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

AMEND EXCLUSION B.2.

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause IV. Exclusions, B.2. is deleted and replaced with:

2. any Wrongful Act or any fact, circumstance or situation which has been the subject of any notice given prior to the Policy Period under any other policy if such notice was acknowledged by such insurer as notice of a claim or potential claim, or which was the subject of any prior proceeding against any Insured, or which has been or should have been identified in the Application; or

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Underwriters> Referred to in this endorsement as either the "Underwriters" or the
"Underwriters"

AMEND CLAIMS NOTIFICATION

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause I. Insuring Clauses, 1. and Clause VII. Notification, A.1. are amended to delete the term "**Insured**" and replace it with:

Principal, partner, officer, director, trustee, in-house counsel, Employee(s) within the Human Resources or Risk Management department of the **Insured Organization**

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

CANCELLATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE POLICY

It is hereby understood and agreed that in accordance with Clause VIII. General Conditions C. Cancellation/Nonrenewal, this Policy is cancelled effective <Special Cancellation Date> at 12:01 a.m. Local Time at the Principal Address stated in Item 1. of the Declarations.

In further accordance with Clause VIII. General Conditions C. Cancellation/Nonrenewal, a return premium of <Cancellation Premium> is due to the **Parent Organization**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

AMEND ITEM 7. OF THE DECLARATIONS

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Item 7. of the Declarations is deleted and replaced with the following:

Item 7. Premium: <Special Amount Due>

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Insurer"

ORDER OF PAYMENTS

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the Insurer shall pay **Loss** in the order in which **Loss** is incurred. If **Loss** payable under this Policy for an **Insured Person**, where indemnification by the **Insured Organization** is not permitted by law or the **Insured Organization** is not able to indemnify solely by reason of its **Financial Impairment** and one or more other **Loss(es)** is incurred contemporaneously, the Insurer first shall pay unindemnified **Loss**. The **Insured Organization** may elect through its chief executive officer to decline or defer payment for other **Loss**. The Insurer shall have no obligation to pay **Loss** after exhaustion of the applicable Limits of Liability, regardless of whether the **Insured Organization** has declined or deferred payment.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

EXCLUDE SCHEDULED PERSON OR ENTITY

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, the Insurers shall not be liable to make any payment for **Loss** in connection with or resulting from any **Claim** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged **Wrongful Act** by:

<Excluded Person/Entity>

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

ABSOLUTE ERISA EXCLUSION

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause IV. Exclusions E is deleted and replaced with:

- E. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving actual or alleged violation(s) of the Employee Retirement Income Security Act of 1974 (“ERISA”), or any violation of any federal, state, local or foreign statutory law or common law that governs the same topic or subject and any rules, regulations and amendments thereto or for an **Insured’s** failure or refusal to establish, contribute to, pay for, insure, maintain, provide benefits pursuant to, or enroll or maintain the enrollment of an employee or dependent in, any employee benefit plan, fund or program, including contracts or agreements which are not subject to the provisions of ERISA; provided, however, this exclusion shall not apply to a **Claim for Retaliation**;

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

THIRD PARTY COVERAGE ADMINISTRATION OF BENEFITS EXCLUSION

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for **Loss** in connection with or resulting from any **Claim** alleging a **Third Party Wrongful Act** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any administration of benefits.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND INSURED PERSON TO INCLUDE DEFINITION OF EMPLOYEE

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY POLICY

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

1. Clause III. Definitions, P. is deleted and replaced with the following:

P. **"Insured Persons"** means:

1. all persons who were, now are, or shall be duly elected or appointed directors, officers, trustees, **Employees**, members of duly constituted committees or volunteers of the Insured Organization; and
2. the lawful spouse, including any natural person qualifying as a domestic partner under the provisions of any applicable federal, state, or local law in the United States, of any of the persons set forth in subparagraph 1 of this definition, but solely by reason of such spousal status or such spouse's ownership interest in property or assets that are sought as recovery for **Wrongful Acts**;

including their estates, heirs, legal representatives or assigns in the event of their death, incapacity or bankruptcy.

2. Solely for the purposes of this endorsement:

A. **"Employee"** means all persons whose labor or service is currently or has formerly been engaged by and directed by the **Insured Organization**. This includes volunteers, part time, seasonal, leased and temporary **Employees** as well as any individual employed in a supervisory or managerial position and **Independent Contractors**, but does not include **Employees** who are leased to another employer.

B. **"Independent Contractor"** means any natural person independent contractor who performs labor or service for the **Company** on a full-time basis pursuant to a written contract or agreement, where such labor or service is under the exclusive direction of the **Company**. The status of an individual as an **Independent Contractor** shall be determined as of the date of an alleged **Employment Wrongful Act** or **Third Party Wrongful Act**, if purchased.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

**THIRD PARTY WRONGFUL ACT EXCLUSION FOR ADMISSION OR REJECTION OF APPLICANTS
OR THE GRADING OF STUDENTS**

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for **Loss** in connection with or resulting from any **Claim** alleging a **Third Party Wrongful Act** involving the admission or rejection of applicants or the grading of students.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

**THIRD PARTY WRONGFUL ACT EXCLUSION FOR SEXUAL HARRASSMENT OF STUDENTS BY
TEACHING FACULTY MEMBERS**

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for **Loss** in connection with or resulting from any **Claim** alleging a **Third Party Wrongful Act** involving sexual harassment of a student(s) by any member of the teaching faculty.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

SEPARATE RETENTION FOR PEER REVIEW AND CREDENTIALING

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that solely with respect to any **Claim** alleging a **Wrongful Act** arising out of peer review, credentials certification, designation, license, award, rating, or disciplinary activities or similar judgement by the **Insured**, Item 6. Retentions is deleted and replaced with the following:

Item 6. Retentions:

<Replaced Retention> each **Claim**

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

AMEND REPORTING AND NOTIFICATION

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE POLICY

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

1. Clause I. Insuring Clauses is deleted and replaced with the following:

I. INSURING CLAUSES

Provided any **Claim** is reported in writing to the Insurer as soon as practicable but in no event later than the earliest of the following times:

1. Sixty (60) days after the date the **<Control Group Must include at a minimum one of the following: Chief Financial Officer, Chief Executive Officer or General Counsel>** becomes aware of such **Claim**, or
2. Sixty (60) days after the end of the **Policy Period** or the last day of the **Optional Extension Period**, if purchased;

The Insurer shall pay on behalf of the:

- A. **Insureds** all **Loss** resulting from any **Claim** first made against any of the **Insureds** during the **Policy Period** for a **Wrongful Act**.
- B. **Insureds** all **Loss** resulting from any **Claim** first made against any of the **Insureds** during the **Policy Period** for an **Employment Wrongful Act** or a **Third Party Wrongful Act**.

Coverage only applies for **Third Party Wrongful Acts** if Item 3. of the Declarations indicates that the **Insureds** have purchased such coverage.

- C. **Insured Persons** all **Loss** resulting from any **Claim** first made against the **Insured Persons** during the **Policy Period** for a **Wrongful Act** committed while serving in an **Outside Executive Position**.

The coverage afforded by this Insuring Clause shall be specifically excess of any indemnification and insurance available to such **Insured Persons** from the **Outside Entity**.

- D. **Insureds Excess Benefit Transaction Excise Tax** resulting from any **Claim** first made against any of the **Insureds** during the **Policy Period**.

2. Clause VII. Notification A is deleted and replaced with the following:

- A. In the event **<Control Group Must include at a minimum one of the following: Chief Financial Officer, Chief Executive Officer or General Counsel>** becomes aware that a **Claim** has been made against any of the **Insureds**, the **<Control Group Must include at a minimum one of the following: Chief Financial Officer, Chief Executive Officer or General Counsel>** shall, as a condition precedent to their rights to payment under this Policy, give to the Insurer notice in writing of such **Claim** as soon as practicable but in no event later than the earliest of the following times:
1. sixty (60) days after the date such **<Control Group Must include at a minimum one of the following: Chief Financial Officer, Chief Executive Officer or General Counsel>** becomes aware of such **Claim**; or
 2. sixty (60) days after the end of the **Policy Period**; or the last day of the **Optional Extension Period**, if purchased.
 3. the last day of the **Optional Extension Period**, if purchased.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

AMEND GENERAL CONDITIONS A.4. LIMIT IMPUTATION TO CEO AND CFO

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause VIII. General Conditions A. 4. is amended by deleting the positions of, “chairman of the board”, “president” and “chief operating officer” therefrom.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND THIRD PARTY COVERAGE - DELETE HARASSMENT

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause III. Definitions CC. is deleted and replaced with the following:

CC. "**Third Party Wrongful Act**" means any actual or alleged discrimination by any of the **Insureds** against any natural person who is not an **Employee** or an applicant for employment of the **Insured Organization**. **Third Party Wrongful Act** shall not include any actual or alleged harassment by any of the **Insureds** against any natural person who is not an **Employee** or an applicant for employment of the **Insured Organization**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

EXCLUDE STUDENT CLAIMS FOR THIRD PARTY WRONGFUL ACTS

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for **Loss** in connection with or resulting from any **Claim** alleging a **Third Party Wrongful Act** by or on behalf of, or in the name or right of, any student.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

PRE-APPROVED COUNSEL ENDORSEMENT

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that notwithstanding anything to the contrary in Clause VI. Settlement and Defense, <Specific Counsellor/Attorney within the firm if applicable, and Law firm> is hereby consented to by the Insurer as approved Defense Counsel for defense of **Claims** at a maximum hourly rate of \$<Partner Rate> per partner, \$<Associate Rate> per associate, and \$<Paralegal Rate> per paralegal. When a situation arises where rates above the maximum are required, the **Insured** will assume rates in excess of the agreed upon maximum.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

AMEND ITEM 3.

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Item 3. of the Declarations is deleted and replaced with the following:

Item 3. Third Liability Coverage is: Included Excluded

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

RETROACTIVE DATE EXCLUSION FOR THIRD PARTY WRONGFUL ACTS

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that that the Underwriters shall not be liable to make any payment for **Loss** in connection with or resulting from any **Claim** or circumstance that might lead to a **Claim** arising out of any **Third Party Wrongful Act** which took place, or is alleged to have taken place, prior to **<Cutoff Date>**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

THIRD PARTY LIABILITY SUBLIMIT

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the Underwriters maximum aggregate limit of liability for all **Loss** resulting from all **Claims** for **Third Party Wrongful Acts** shall be <Sublimit> which amount shall be part of and not in addition to the Underwriters aggregate Limit of Liability in Item 5.a. of the Declarations.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

AMEND DEFINITION OF INSURED TO DELETE ENTITY

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause III. **DEFINITIONS** O. “**Insureds**” is amended to delete the following entity(ies) including without limitation duly appointed or elected directors, trustees, employees and members of duly constituted committees or volunteers:

<Entity>

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

ADOPTION AND/OR FOSTER CARE SERVICES EXCLUSION

This endorsement modifies insurance provided under the following:

NON PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for loss in connection with or resulting from any **Claim** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving adoption and/or foster care services.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

**AMEND DEFINITION OF LOSS TO INCLUDE SETTLEMENTS UNDER SECTION 11 AND 12 OF
SECURITIES ACT OF 1933**

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE POLICY

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

1. Clause III. Definitions R. "**Loss**" is amended by the addition of the following at the end thereof:

Notwithstanding the foregoing, the Insurer shall not assert that the portion of any settlement in connection with any **Claim** alleging violation of securities laws arising out of an initial public offering or a secondary public offering of shares of the **Insured Organization** constitutes uninsurable loss due to alleged violations of Section 11 or 12 of the Securities Act of 1933 as amended.

2. Clause IV. Exclusions J.2. is amended by the addition of the following at the end thereof:

Notwithstanding the foregoing, this exclusion shall not apply to any **Claim** alleging violation of securities laws arising out of an initial public offering or a secondary public offering of shares of the **Company**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

SEPARATE PRIOR KNOWLEDGE DATE FOR EXCESS LIMIT OF LIABILITY

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that with respect to the <Excess Limit> limit of liability in excess of <Original Limit> Item 10. of the Declarations is deleted and replaced with the following:

Item 10. Prior Knowledge Date: <Prior Knowledge Date>

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

EXCLUDE CLAIMS FOR THIRD PARTY WRONGFUL ACTS IN CONNECTION WITH ADOPTION

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for **Loss** in connection with or resulting from any **Claim** alleging a **Third Party Wrongful Act** by or on behalf of, or in the name or right of, any prospective adoptive, foster parent, guardian or any person who had any rights or guardianship to any child in the care, custody or control of the **Insured**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND THIRD PARTY WRONGFUL ACT – DELETE DISCRIMINATION

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause III. Definitions CC. "**Third Party Wrongful Act**" is deleted and replaced with the following:

CC. "**Third Party Wrongful Act**" means any actual or alleged harassment by any of the **Insureds** against any natural person who is not an employee or an applicant for employment of the **Insured Organization**. **Third Party Wrongful Act** shall not include any actual or alleged **Discrimination** by any of the **Insureds** against any natural person who is not an employee or an applicant for employment of the **Insured Organization**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

DELETE EXCLUSION H.

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause **IV. EXCLUSIONS H.** is deleted in its entirety.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

AMEND DEFINITION OF SUBSIDIARY

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause **III. DEFINITIONS BB. 3.** is deleted and replaced with the following:

3. becomes so owned or controlled after the inception date of this Policy provided that:
 - (a) the assets of the entity or corporation do not exceed twenty-five percent (25%) of the consolidated assets of the **Insured Organization** as set forth in the **Insured Organization’s** most recent audited financial statement; or
 - (b) the total number employees of the entity or corporation do not exceed twenty-five (25%) of the total number of employees of the **Insured Organization** at the time of the acquisition; or

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

AMEND SETTLEMENT AND DEFENSE CLAUSE

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANGEMENT LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause **VI. SETTLEMENT AND DEFENSE D. 2.** is deleted and replaced with the following:

2. eighty percent (80%) of any **Loss** incurred after the date such settlement or compromise was proposed to the **Insureds**, with the remaining twenty percent (20%) of such **Loss** to be borne by the **Insureds** at their own risk and uninsured.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND INSURED V. INSURED EXCLUSION

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY

In consideration of the premium charged for the Policy, it is hereby understood and agreed Clause **IV. EXCLUSIONS F.** shall not apply to any **Claim** brought by any former **Insured Person** who has not served in such capacity or as a consultant to the **Insured Organization** for at least two (2) years prior to the date such **Claim** is first made and who brings and maintains such **Claim** without any active assistance or participation of, or solicitation by, the **Insured Organization** or any other **Insured Persons** or consultants to the **Insured Organization** who are serving or have served in such capacity within such two (2) year period.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

SUBLIMIT PER CLAIM ENDORSEMENT

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the Insurer's maximum aggregate Limit of Liability for all **Loss** and **Defense Costs** incurred in connection with any single **Claim** shall be <Sublimit> which amount shall be part of and not in addition to the aggregate Limit of Liability set forth in Item 5.a. of the Declarations.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND DEFINITION OF INSURED PERSONS

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause III. **DEFINITIONS P. "Insured Persons"** is amended to include <Control Group>

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

TAX EXEMPT STATUS EXCLUSION

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for **Loss** in connection with or resulting from any **Claim** based upon, arising out of, directly or indirectly resulting from or in consequence of the **Insured** failing to maintain or qualify as a tax exempt entity.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

MANAGEMENT CARVEBACK TO EXCLUSION K.3.

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY

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

1. Clause **IV. EXCLUSIONS** K.3. is deleted.
2. The Insurer shall not be liable to make any payment for **Loss** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, act or omission in connection with the rendering of, or actual or alleged failure to render, professional services by or on behalf of the **Insured Organization** for the benefit of any other entity or person, provided that this exclusion shall not apply to any **Claim** alleging a **Wrongful Act** in the supervision of any **Insured** performing such professional services.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

SUBLIMIT AND SEPARATE RETENTION FOR REGULATORY CLAIMS

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE POLICY

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

1. The Underwriters' maximum aggregate Limit of Liability for all **Loss** resulting from all **Claims**, made against any **Insured(s)** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any violation(s) of any local, state or federal administrative or regulatory statute, code, rule or regulation or procedure or brought by any local, state or federal governmental body and/or any agency or subdivision thereof (a "**Regulatory Claim**") shall be **<Aggregate Sublimit for Regulatory Claims>**, which amount shall be part of, and not in addition to, the Limit of Liability shown in Item 5.a. of the Declarations.
2. Solely with respect to any **Regulatory Claim**, Item 6. of the Declarations is deleted and replaced with the following:

Item 6. Retentions:

<Retention> each **Regulatory Claim**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

REDLINING EXCLUSION

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the Underwriters shall not be liable to make any payment for **Loss** in connection with or resulting from any **Claim** for a **Third Party Wrongful Act** which allegedly:

1. violates any antitrust or unfair trade practices law; or
2. denies or restricts any loan, lease or extension of credit to any person for discriminatory reasons, including but not limited to the geographic area where the person resides or other demographics, regardless of the person’s personal credit worthiness.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

PRESUMPTIVE INDEMNIFICATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that in addition to and not in limitation of Clause **V. LIMITS OF LIABILITY AND RETENTIONS** B. 1., for purposes of determining whether the **Insured Organization** is permitted or required to indemnify the **Insured Persons**, the **Insured Organization** will be presumed to indemnify the **Insured Persons** to the fullest extent permitted or required by any law applicable to any corporation regardless of whether such law is applicable to the **Insured Organization**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

EXCLUSION FOR INSURED(S) ACTING IN THEIR CAPACITY AS AN ELECTED PUBLIC OFFICIAL

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for **Loss** in connection with or resulting from any **Claim** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any **Insured(s)** serving in any capacity as an elected public official.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

DECLARATIONS AMENDMENT- PRIOR KNOWLEDGE DATE

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Item 10. of the Policy Declarations is deleted and replaced with the following:

- 10. PRIOR KNOWLEDGE DATE:**
<Prior Knowledge Date>

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

THIRD PARTY WRONGFUL ACT EXCLUSION FOR PATIENT CLAIMS

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for **Loss** in connection with or resulting from any **Claim** by a patient or prospective patient based upon, arising out of, directly or indirectly resulting from or in consequence of or in any way involving a **Third Party Wrongful Act**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

AMEND NOTICE OF CLAIM TO CONTROL GROUP

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE POLICY

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

1. Clause I. Insuring Clauses 1. is deleted and replaced with the following:
 1. Sixty (60) days after the date **<Control Group>** becomes aware of such **Claim**; or
2. Clause VII. Notification A.1. is deleted and replaced with the following:
 1. Sixty (60) days after the date **<Control Group>** becomes aware of such **Claim**;

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND ACQUISITION THRESHOLD

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that **Clause III. DEFINITIONS BB. 3. and 4.** are deleted and replaced with the following:

3. becomes so owned or controlled after the inception date of this Policy provided that:
 - (a) the assets of the entity or corporation do not exceed thirty percent (30%) of the consolidated assets of the **Insured Organization** as set forth in the **Insured Organization's** most recent audited financial statement; and
 - (b) the total number employees of the entity or corporation do not exceed thirty (30%) of the total number of employees of the **Insured Organization** at the time of the acquisition; or

4. becomes so owned or controlled after the inception date of this Policy provided that the provisions of Clause VIII.B.1. have to be fulfilled if either:
 - (a) the assets of the entity or corporation do not exceed thirty percent (30%) of the consolidated assets of the **Insured Organization** as set forth in the **Insured Organization's** most recent audited financial statement; or
 - (b) the total number employees of the entity or corporation do not exceed thirty (30%) of the total number of employees of the **Insured Organization** at the time of the acquisition.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

AMEND DEFINITION OF LOSS

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE POLICY

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

1. Clause II. Definitions R. “**Loss**” shall not include the return of funds received by the **Insured Organization** or any other entity from any federal, state or local governmental agency.
2. Solely with respect to **Defense Costs** resulting from any **Claim** seeking the return of funds received by the **Insured Organization** or any other entity from any federal, state or local governmental agency:
 - a. the **Insureds** shall bear uninsured and at their own risk **<Retained Percent>** percent of such **Defense Costs** and the Underwriters’ liability shall apply only to the remaining percentage of such **Defense Costs**;
 - b. the Underwriters’ maximum aggregate Limit of Liability for all **Defense Costs** resulting from all such **Claims** shall be **<Special Defense Cost Sublimit>**, which amount shall be part of and not in addition to the Limit of Liability shown in Item 5.a. of the Declarations; and
 - c. Item 6. Retentions is deleted and replaced with the following:

Item 6. Retentions:

<Retention> each **Claim**.
3. Clause II. Definitions R. “**Loss**” is amended to include **Defense Costs** incurred by any of the **Insureds** in connection with a **Claim** seeking an assessment of taxes, initial taxes, additional taxes, tax deficiencies, excise taxes or penalties pursuant to the following sections of the Internal Revenue Service code of 1986 (as amended):
 - a. Section 4911 (tax on excess expenditures to influence legislation);
 - b. Section 4940 (a);
 - c. Section 4941 (taxes on self dealing);
 - d. Section 4942 (taxes on failure to distribute income);
 - e. Section 4943 (taxes on excess business holding);
 - f. Section 4944 (taxes on investments which jeopardize charitable purpose);
 - g. Section 4945 (taxes on taxable expenditures);

- h. Section 5652 (c) (1) (A) and (B) (penalties for failure to file certain information returns or registrations statements);
- i. Section 6655 (a) (1) (penalties for failure to pay estimated income tax); and
- j. Section 6656 (a) and (b) (penalties for failure to make deposit of taxes).

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

**AMEND EXCLUSION J TO DELETE "PLEA AGREEMENT", "ALTERNATE DISPUTE RESOLUTION
PROCEEDING" AND "SETTLEMENT"**

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause IV. Exclusions J. is deleted and replaced with the following:

- J. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:
1. any deliberately dishonest, fraudulent or criminal act or omission by any of the **Insureds**,
or
 2. any personal profit, remuneration or advantage gained by any of the **Insureds** to which they were not legally entitled,

as determined by a judgment or a final adjudication in the underlying action or in a separate action or proceeding; provided, however, this exclusion shall not apply to **Defense Costs** incurred up until such determination is made;

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

SERFF Tracking Number: BEAZ-125735233 State: Arkansas
Filing Company: Beazley Insurance Company, Inc. State Tracking Number: EFT \$50
Company Tracking Number: BICI0062-AR
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1006 Directors & Officers Liability
Product Name: Non-Profit Organization Management Liability Program
Project Name/Number: /BICI0062-AR

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: BEAZ-125735233 State: Arkansas
Filing Company: Beazley Insurance Company, Inc. State Tracking Number: EFT \$50
Company Tracking Number: BICI0062-AR
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1006 Directors & Officers Liability
Product Name: Non-Profit Organization Management Liability Program
Project Name/Number: /BICI0062-AR

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 10/27/2008

Comments:

Attachment:

AR PC Transmittal Document.pdf

Satisfied -Name: cover letter **Review Status:** Approved 10/27/2008

Comments:

Attachment:

AR Letter.pdf

Property & Casualty Transmittal Document

Reset Form

1. Reserved for Insurance Dept. Use Only

2. Insurance Department Use only

a. Date the filing is received:

b. Analyst:

c. Disposition:

d. Date of disposition of the filing:

e. Effective date of filing:

New Business	
Renewal Business	

f. State Filing #:

g. SERFF Filing #:

h. Subject Codes

3. Group Name	N/A				Group NAIC #	0000
4. Company Name(s)	Domicile	NAIC #	FEIN #	State #		
Beazley Insurance Company, Inc.	CT	37540	04-2656602			

5. Company Tracking Number	BICI0062-AR
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Renata A. Wright 30 Batterson Park Rd, Farmington, CT 06032	Regulatory Paralegal	860-677-3737	860-679-0247	renata.wright@beazley.com

7.	Signature of authorized filer	Renata Wright	<small>Digitally signed by Renata Wright DN: cn=Renata Wright, c=US, o=Beazley, ou=Compliance, email=renata.wright@beazley.com Date: 2008.07.22.09:29:39 -0400</small>
8.	Please print name of authorized filer	Renata A. Wright	

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

9.	Type of Insurance (TOI)	17.1 Other Liability-Claims Made Only
10.	Sub-Type of Insurance (Sub-TOI)	17.1006 Directors & Officers Liability
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12.	Company Program Title (Marketing title)	Non-Profit Organization Management Liability Program
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14.	Effective Date(s) Requested	New: upon approval Renewal: upon approval
15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	N/A
17.	Reference Organization # & Title	N/A
18.	Company's Date of Filing	7/22/2008
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking # BICI0062-AR

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

In accordance with the laws of your state, Beazley Insurance Company, Inc. is submitting this Form filing to introduce a variety of new optional non premium bearing endorsements applicable to our Non-Profit Organization Management Liability Insurance Program. For your information, our original filing of this product was approved by your Department effective October 19, 2006 under our Company Filing Designation Number BICI-NP-AR-01(F).

The following documents are attached as part of this filing:

- Required State Forms (if applicable);
- Sample copies of each endorsement being submitted for approval.

We propose to implement this filing for all policies upon your earliest review and approval.

[View Complete Filing Description](#)

22. Filing Fees Filer must provide check and fee amount if applicable. If a state requires you to show how you calculated your filing fees, place that calculation below

Check #: EFT authorized

Amount: \$50.00

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

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

C D-1 of

FORM FILING SCHEDULE

This form must be provided when making a filing that includes forms
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	BIC10062-AR
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	n/a
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if refiled state
	BICNP05130107	Separate Retention for Sexual Harassment	<input checked="" type="checkbox"/> new <input type="checkbox"/> replacement <input type="checkbox"/> withdrawn		
	BICNP05160107	EEOC Claims Exclusion	<input checked="" type="checkbox"/> new <input type="checkbox"/> replacement <input type="checkbox"/> withdrawn		
	BICNP05280707	Separate Retention for Peer Review, Credentialing and Disciplinary Activities	<input checked="" type="checkbox"/> new <input type="checkbox"/> replacement <input type="checkbox"/> withdrawn		
	BICNP05500307	General Professional Services Exclusion With Management Carveback	<input checked="" type="checkbox"/> new <input type="checkbox"/> replacement <input type="checkbox"/> withdrawn		
	BICNP05510107	Amend "Insureds" to Include Scheduled Entity(ies)	<input checked="" type="checkbox"/> new <input type="checkbox"/> replacement <input type="checkbox"/> withdrawn		
	BICNP05520107	Non-Duty To Defend Endorsement	<input checked="" type="checkbox"/> new <input type="checkbox"/> replacement <input type="checkbox"/> withdrawn		
	BICNP05540107	Real Estate Development Exclusion	<input checked="" type="checkbox"/> new <input type="checkbox"/> replacement <input type="checkbox"/> withdrawn		
	BICNP05550107	Antitrust Claim Sublimit and Separate Retention	<input checked="" type="checkbox"/> new <input type="checkbox"/> replacement <input type="checkbox"/> withdrawn		
	BICNP05570107	Local Union Endorsement	<input checked="" type="checkbox"/> new <input type="checkbox"/> replacement <input type="checkbox"/> withdrawn		
	BICNP05580107	Third Party Wrongful Act Exclusion For Volunteer Health Professionals	<input checked="" type="checkbox"/> new <input type="checkbox"/> replacement <input type="checkbox"/> withdrawn		

PC FF

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	BIC10062-AR
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	n/a

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	BICNP05590207	Amend Exclusion J.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	BICNP05600207	Delete Exclusion K.1	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	BICNP05610207	Failure to Educate Exclusion with Carveback for Failure to Supervise	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	BICNP05620207	Board Member Representing Third Party Exclusion	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	BICNP05630207	Security Guard Exclusion for Third Party Wrongful Acts	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	BICNP05640207	Retroactive Date Exclusion	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	BICNP05650207	Third Party Wrongful Act Housing Discrimination Exclusion	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	BICNP05660207	Standards and Certification Exclusion	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	BICNP05670407	Whistleblower Carveback to Insured Vs. Insured Exclusion	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	BICNP05680407	Non Rescindable "Side A" Coverage	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
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1.	This filing transmittal is part of Company Tracking #	BIC10062-AR
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	nk

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	BICNP05700407	Amend Exclusion J.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	BICNP05710407	Whistleblower and Former Employee Carveback to Insured Vs. Insured Exclusion	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	BICNP05720407	Amend Reporting and Notification	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	BICNP05730507	Amend Exclusion B.2.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	BICNP05740507	Amend Claims Notification	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	BICNP05740806	Cancellation Endorsement	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	BICNP05750107	Amend Item 7. Of The Declarations	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	BICNP05750507	Order of Payments	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	BICNP05760507	Exclude Scheduled Person or Entity	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	BICNP05770507	Absolute ERISA Exclusion	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

FORM FILING SCHEDULE

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1.	This filing transmittal is part of Company Tracking #	<i>BIC10062-AR</i>			
2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>	<i>n/a</i>			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	BICNP05780507	Third Party Coverage Administration of Benefits	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	BICNP05790607	Amend Insured Person to Include Definition of Employee	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	BICNP05800607	Third Party Wrongful Act Exclusion for Admission or Rejection of Applicants or the Grading of Students	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	BICNP05810607	Third Party Wrongful Act Exclusion for Sexual Harassment of Students by Teaching Faculty Members	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	BICNP05820707	Separate Retention for Peer Review and Credentialing	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	BICNP05830807	Amend Reporting and Notification	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	E00011 082007 ed.	Amend General Conditions A.4. Limit Imputation to CEO And CFO	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	E00018 082007 ed.	Amend Third Party Coverage- Delete Harassment	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	E00020 082007 ed.	Exclude Student Claims for Third Party Wrongful Acts	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	E00058 092007 ed.	Pre-Approved Counsel Endorsement	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	<i>BC10062-AR</i>			
2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>	<i>Ma</i>			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	E00129 102007 ed.	Amend Item 3.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	E00130 102007 ed.	Retroactive Date Exclusion For Third Party Wrongful Acts	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	E00131 102007 ed.	Third Party Liability Sublimit	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	E00148 102007 ed.	Amend Definition of Insured to Delete Entity	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	E00149 102007 ed.	Adoption and/or Foster Care Exclusion	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	E00174 112007 ed.	Amend Definition of Loss to Include Settlements Under Section 11 and 12 of Securities Act of 1933	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	E00177 112007 ed.	Separate Prior Knowledge Date for Excess Limits of Liability	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	E00186 112007 ed.	Exclude Claims for Third Party Wrongful Acts in Connection With Adoption	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	E00224 122007 ed.	Amend Third Party Wrongful Acts- Delete Discrimination	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	E00230 012008 ed.	Delete Exclusion H.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1. This filing transmittal is part of Company Tracking #		B1C10062-AR			
2. This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		Ma			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	E00231 012008 ed.	Amend Definition of Subsidiary	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	E00232 012008 ed.	Amend Settlement and Defense Clause	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	E00233 012008 ed.	Amend Insured V. Insured Exclusion	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	E00235 012008 ed.	Sublimit Per Claim Endorsement	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	E00237 012008 ed.	Amend Definition of Insured Persons	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	E00254 012008 ed.	Tax Exempt Status Exclusion	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	E00257 012008 ed.	Management Carveback to Exclusion K.3.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	E00272 012008 ed.	Sublimit and Separate Retention For Regulatory Claims	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	E00290 022008 ed.	Redlining Exclusion	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	E00367 032008 ed.	Presumptive Identification Endorsement	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	BK10062-AR			
2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>	n/a			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	E00368 032008 ed.	Exclusion for Insured(s) Acting in Their Capacity as an Elected Public Official	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	E00421 042008 ed.	Declarations Amendment- Prior Knowledge Date	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	E00437 042008 ed.	Third Party Wrongful Act Exclusion For Patient Claims	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	E00557 062008 ed.	Amend Notice of Claim to Control Group	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	E00562 062008 ed.	Amend Acquisition Threshold	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	E00593 062008 ed.	Amend Definition of Loss	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	E00612 062008 ed.	Amend Exclusion J To Delete "Plea Agreement", "Alternate Dispute Resolution Proceeding" And "Settlement"	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

July 22, 2008

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

RE: Beazley Insurance Company, Inc.
NAIC: Group Code: 0000
Company Code: 37540
FEIN: 04-2656602
Non-Profit Organization Management Liability Insurance Program
Our Filing No.: BICI0062-AR
Type of Filing: Form

Dear Commissioner Bowman:

In accordance with the laws of your state, Beazley Insurance Company, Inc. is submitting this Form filing to introduce a variety of new optional non premium bearing endorsements applicable to our Non-Profit Organization Management Liability Insurance Program. For your information, our original filing of this product was approved by your Department effective October 19, 2006 under our Company Filing Designation Number BICI-NP-AR-01(F).

The following documents are attached as part of this filing:

- Required State Forms (if applicable);
- Sample copies of each endorsement being submitted for approval.

We propose to implement this filing for all policies upon your earliest review and approval. Kindly contact me with any comments/questions or with documentation of the Department's approval of this filing.

Sincerely,

Renata A. Wright
Regulatory Paralegal
Tel: 866-623-2953 or 860-677-3737
Fax: 860-679-0247
E-Mail: renata.wright@beazley.com
Enclosures

beazley