

SERFF Tracking Number: MNLM-125872651 State: Arkansas
Filing Company: Carolina Casualty Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: EPL-090108-F
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1010 Employment Practices Liability
Product Name: Employment Practices Liability
Project Name/Number: EPL 24300 (01-06)/09-08 Revision

Filing at a Glance

Company: Carolina Casualty Insurance Company

Product Name: Employment Practices Liability SERFF Tr Num: MNLM-125872651 State: Arkansas

TOI: 17.1 Other Liability - Claims Made Only SERFF Status: Closed State Tr Num: EFT \$50

Sub-TOI: 17.1010 Employment Practices Liability Co Tr Num: EPL-090108-F State Status: Fees verified and received

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

Author: Beth Richards Disposition Date: 11/04/2008

Date Submitted: 10/30/2008 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: EPL 24300 (01-06)

Status of Filing in Domicile: Pending

Project Number: 09-08 Revision

Domicile Status Comments: Filed on 10/27/08 in Iowa; pending.

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 11/04/2008

Deemer Date:

State Status Changed: 11/04/2008

Corresponding Filing Tracking Number:

Filing Description:

Monitor Liability Managers, Inc. is submitting the captioned filing in accordance with its attached agreement with Carolina Casualty Insurance Company (CCIC).

Carolina Casualty Insurance Company (CCIC) currently has on file with your Department its Employment Practices Liability Insurance Program, submitted and approved as follows:

Initial Program Filing: EPL-010106; approved 2/26/07

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Program Revision: EPL-010107; approved 6/12/07

At this time, we are submitting a revision to this program, which consists of both new and revised endorsements, as well as the associated rating rules.

Company and Contact

Filing Contact Information

Beth Richards, Senior Compliance Analyst brichards@monitorliability.com
 2850 W. Golf Road (847) 806-6590 [Phone]
 Rolling Meadows, IL 60008 (847) 806-6592[FAX]

Filing Company Information

Carolina Casualty Insurance Company CoCode: 10510 State of Domicile: Iowa
 c/o Monitor Liability Managers Group Code: 98 Company Type:
 2850 West Golf Road
 Rolling Meadows, IL 60008 Group Name: W. R. Berkley Group State ID Number:
 (847) 806-6590 ext. 570[Phone] FEIN Number: 59-0733942

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: Forms Filing = \$50
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Carolina Casualty Insurance Company	\$50.00	10/30/2008	23595494

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	11/04/2008	11/04/2008

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Disposition

Disposition Date: 11/04/2008

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	Authorization Letter	Approved	Yes
Supporting Document	Filing Memo	Approved	Yes
Supporting Document	Forms List	Approved	Yes
Form	Addition to Section I. Difference in Conditions Endorsement	Approved	Yes
Form	Swett & Crawford Advantage Endorsement A	Approved	Yes
Form	Swett & Crawford Advantage Endorsement B	Approved	Yes
Form	Swett & Crawford Advantage Endorsement C	Approved	Yes
Form	Addition to Section III. B. Addition of Insured Entity with Prior and Pending Litigation Exclusion	Approved	Yes
Form	Addition to Section III. B. Addition of Insured Entity with Prior and Pending Litigation and Past Acts Exclusion	Approved	Yes
Form	Addition to Section V. Waiver of Deductible if No Liability	Approved	Yes
Form	Modification to Section VII. A. Modified Notice of Claim	Approved	Yes
Form	Addition to Section VIII. State Amendatory Inconsistency Wording	Approved	Yes
Form	Addition to Section VIII. B. Absolute Non-Rescindable Endorsement	Approved	Yes
Form	Modification to Section VIII. E.Subrogation with Final Adjudication Wording	Approved	Yes
Form	Identity Theft Expense Supplemental Coverage	Approved	Yes
Form	Key Executive Replacement Expense Supplemental Coverage	Approved	Yes
Form	Business Travel Accidental Death Benefit Supplemental Coverage	Approved	Yes

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Form	Kidnap Expense Supplemental Coverage	Approved	Yes
Form	Employment Event Expense Supplemental Coverage	Approved	Yes
Form	Terrorism Travel Expense Supplemental Coverage	Approved	Yes
Form	Emergency Real Estate Consulting Fee Supplemental Coverage	Approved	Yes
Form	Workplace Violence Counseling Supplemental Coverage	Approved	Yes
Form	Crisis Management Expense Supplemental Coverage	Approved	Yes
Form	Temporary Meeting Space Supplemental Coverage	Approved	Yes
Form	Addition to Section III. Extradition Coverage	Approved	Yes
Form	Addition to Section III. J. Privacy Violation Coverage	Approved	Yes
Form	Addition to Section III. J. Privacy Violation Coverage with Sub-Limit	Approved	Yes
Form	Modification to Section IV. C. Breach of Contract Exclusion with Costs of Defense	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Addition to Section I. Difference in Conditions Endorsement	CT 241011	09-08	Endorsement/Amendment/Conditions	New	0.00	CT 241011-0908.pdf
Approved	Swett & Crawford Advantage Endorsement A	CT 241109	rev. 09-08	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:0.00 CT 241109 (12-06) Previous Filing #:	CT 241109-rev0908.pdf
Approved	Swett & Crawford Advantage Endorsement B	CT 241110	09-08	Endorsement/Amendment/Conditions	New	0.00	CT 241110-0908.pdf
Approved	Swett & Crawford Advantage Endorsement C	CT 241111	09-08	Endorsement/Amendment/Conditions	New	0.00	CT 241111-0908.pdf
Approved	Addition to Section III. B. Addition of Insured Entity with Prior and Pending Litigation Exclusion	CT 243033	rev. 09-08	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:0.00 CT 243033 (rev. 09-06) Previous Filing #:	CT 243033-rev0908.pdf
Approved	Addition to Section III. B. Addition of Insured Entity with Prior and Pending Litigation and Past Acts Exclusion	CT 243035	rev. 09-08	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:0.00 CT 243035 (rev. 09-06) Previous Filing #:	CT 243035-rev0908.pdf
Approved	Addition to	CT	rev. 09-08	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:0.00	CT 245014-

<i>SERFF Tracking Number:</i>	<i>MNLM-125872651</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Carolina Casualty Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>EPL-090108-F</i>		
<i>TOI:</i>	<i>17.1 Other Liability - Claims Made Only</i>	<i>Sub-TOI:</i>	<i>17.1010 Employment Practices Liability</i>
<i>Product Name:</i>	<i>Employment Practices Liability</i>		
<i>Project Name/Number:</i>	<i>EPL 24300 (01-06)/09-08 Revision</i>		

	Section V. Waiver of Deductible if No Liability	245014		nt/Amendm ent/Condi ons	CT 245014 (01- 06) Previous Filing #:		rev0908.pdf
Approved	Modification to Section VII. A. Modified Notice of Claim	CT 247023	09-08	Endorseme New nt/Amendm ent/Condi ons		0.00	CT 247023- 0908.pdf
Approved	Addition to Section VIII. State Amendatory Inconsistency Wording	CT 248017	09-08	Endorseme New nt/Amendm ent/Condi ons		0.00	CT 248017- 0908.pdf
Approved	Addition to Section VIII. B. Absolute Non- Rescindable Endorsement	CT 248035	09-08	Endorseme New nt/Amendm ent/Condi ons		0.00	CT 248035- 0908.pdf
Approved	Modification to Section VIII. E.Subrogation with Final Adjudication Wording	CT 248061	09-08	Endorseme New nt/Amendm ent/Condi ons		0.00	CT 248061- 0908.pdf
Approved	Identity Theft Expense Supplemental Coverage	EPL 241120	09-08	Endorseme New nt/Amendm ent/Condi ons		0.00	EPL 241120- 0908.pdf
Approved	Key Executive Replacement Expense Supplemental Coverage	EPL 241121	09-08	Endorseme New nt/Amendm ent/Condi ons		0.00	EPL 241121- 0908.pdf
Approved	Business Travel Accidental Death Benefit Supplemental Coverage	EPL 241122	09-08	Endorseme New nt/Amendm ent/Condi ons		0.00	EPL 241122- 0908.pdf

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Approved	Kidnap Expense Supplemental Coverage	EPL 241130	09-08	Endorsement/Amendment/Conditions	0.00	EPL 241130-0908.pdf
Approved	Employment Event Expense Supplemental Coverage	EPL 241140	09-08	Endorsement/Amendment/Conditions	0.00	EPL 241140-0908.pdf
Approved	Terrorism Travel Expense Supplemental Coverage	EPL 241150	09-08	Endorsement/Amendment/Conditions	0.00	EPL 241150-0908.pdf
Approved	Emergency Real Estate Consulting Fee Supplemental Coverage	EPL 241151	09-08	Endorsement/Amendment/Conditions	0.00	EPL 241151-0908.pdf
Approved	Workplace Violence Counseling Supplemental Coverage	EPL 241160	09-08	Endorsement/Amendment/Conditions	0.00	EPL 241160-0908.pdf
Approved	Crisis Management Expense Supplemental Coverage	EPL 241161	09-08	Endorsement/Amendment/Conditions	0.00	EPL 241161-0908.pdf
Approved	Temporary Meeting Space Supplemental Coverage	EPL 241162	09-08	Endorsement/Amendment/Conditions	0.00	EPL 241162-0908.pdf
Approved	Addition to Section III. Extradition Coverage	EPL 243018	09-08	Endorsement/Amendment/Conditions	0.00	EPL 243018-0908.pdf
Approved	Addition to Section III. J. Privacy Violation	EPL 243110	09-08	Endorsement/Amendment/Conditions	0.00	EPL 243110-0908.pdf

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	Coverage			ons		
Approved	Addition to Section III. J. Privacy Violation Coverage with Sub-Limit	EPL 243111	09-08	Endorsement/Amendment/Conditions	0.00	EPL 243111-0908.pdf
Approved	Modification to Section IV. C. Breach of Contract Exclusion with Costs of Defense	EPL 244042	09-08	Endorsement/Amendment/Conditions	0.00	EPL 244042-0908.pdf

**Addition to Section I.
Difference in Conditions Endorsement**

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

1. Section I. Common Policy Terms and Conditions Section of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:
 - I.: Should any of the terms and conditions of this **Policy** be inconsistent with the terms and conditions of the **Prior Coverage** and are less favorable to the **Insured** than the **Prior Coverage**, such terms and conditions of the **Policy** will be deemed to have been deleted or amended, so that the coverage afforded by this **Policy** will be no less favorable to the **Insured** than the **Prior Coverage**.
2. Solely for the purposes of coverage provided by this endorsement, section III. Definitions of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:
 - III.: "**Prior Coverage**" means policy number <<insert prior Policy Number>> issued by <<insert prior Monitor Carrier>> for the policy period <<insert prior Inception Date>> to <<insert prior Expiration Date>>.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

Swett & Crawford Advantage Endorsement A

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

1. Section III. Definitions of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:
 - III.: **"No Liability"** means with respect to a **Claim** made against the **Insured(s)**:
 1. a final judgment of no liability obtained prior to trial, in favor of all **Insureds**, by reason of a motion to dismiss or a motion for summary judgment, after the exhaustion of all appeals, or
 2. a final judgment of no liability obtained after trial, in favor of all **Insureds**, after the exhaustion of appeals.
 In no event shall the term **"No Liability"** apply to a **Claim** made against an **Insured** for which a settlement has occurred.

2. Section V. Limits of Liability and Deductibles of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:
 - V.: No Deductible shall apply, even as to **Costs of Defense**, to any **Claim** which is in the form of a civil action for monetary relief, in which:
 1. there is a determination of **No Liability**; or
 2. the **Claim** is dismissed or stipulated dismissed without prejudice and without any payment of any consideration by any **Insured**.
 If there is a determination of **No Liability** in a **Claim**, the **Insurer** shall reimburse **Costs of Defense** paid by the **Insured** in such **Claim**.
 If a **Claim** is dismissed or stipulated dismissed without prejudice and without any payment of any consideration by any **Insured**, the **Insurer** shall reimburse **Costs of Defense** paid by the **Insured** in such **Claim** 90 days after the date of the dismissal or stipulation so long as (i) the **Claim** (or any other **Claim** which together with such **Claim** would be deemed a single **Claim**) is not brought again within such 90 day period and (ii) the **Insured Entity** provides the **Insurer** with a written undertaking in a form satisfactory to the **Insurer** to repay the **Insurer** for such reimbursement in the event the **Claim** (or any other **Claim** which together with such **Claim** would be deemed a single **Claim**) is brought again after such 90 day period and before the expiration of the statute of limitations for such **Claim**.

3. Section VI. Defense, Cooperation and Settlements of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:
 - VI.: If both **Loss** covered by this **Policy** and **Loss** not covered by this **Policy** are incurred, because of a **Claim** made against an **Insured** contains both covered and uncovered matters the **Named Insured** and the **Insurer** will allocate such amounts as follows:
 1. 100 percent of **Cost of Defense** incurred will be allocated to covered matters; and
 2. **Damages** will be allocated on the basis of the relative legal exposures of the parties to covered and uncovered matters.

4. Section III. Additional Definitions A. **"Claim(s)"** of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 - III. A.: **Claim(s)** also means a written request made by a claimant to the **Named Insured** to toll or waive the statute of limitations for any actual or alleged **Wrongful Act**.

5. Section III. Additional Definitions J. **"Wrongful Act(s)"** of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 - III. J.: **"Wrongful Acts"** also means any actual or alleged discrimination, sexual harassment or violation of any natural person's civil rights relating to such discrimination or sexual harassment, but only if such **Wrongful Act** is alleged to have been committed by an **Insured** and relates to a customer(s), client(s) or other natural person(s), other than an **Employee** or applicant for employment, with the **Insured Entity**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

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SPECIMEN ENDORSEMENT

- 6. Section IV. Additional Exclusions B. of the Employment Practices Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:
 IV. B.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged violation of the Employee Retirement Income Security Act of 1974, including amendments thereto; provided, however, this exclusion shall not apply to any **Claim** for any actual or alleged retaliatory treatment of the claimant by the **Insured** on account of the claimant's exercise of rights pursuant to any such law;
- 7. Section IV. Additional Exclusions I. of the Employment Practices Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:
 IV. I.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any federal, state, local or foreign wage and hour laws, including, without limitation, the Fair Labor Standards Act; provided, however, the **Insurer** will pay **Costs of Defense** up to, but in no event greater than \$<<no more than \$TBD>>, for any such **Claims**, without any liability by the **Insurer** to pay such sums that any **Insured** shall become legally obligated to pay as **Damages**, which amount shall be part of and not in addition to the Limits of Liability stated in Item 4. of the Declarations. This exclusion shall not apply to any **Claim** for any actual or alleged retaliatory treatment of the claimant by the **Insured** on account of the claimant's exercise of rights pursuant to any such law or amounts owed under the Equal Pay Act of 1963.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

Swett & Crawford Advantage Endorsement B

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

1. Section III. Definitions of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:
 - III.: **"No Liability"** means with respect to a **Claim** made against the **Insured(s)**:
 1. a final judgment of no liability obtained prior to trial, in favor of all **Insureds**, by reason of a motion to dismiss or a motion for summary judgment, after the exhaustion of all appeals, or
 2. a final judgment of no liability obtained after trial, in favor of all **Insureds**, after the exhaustion of appeals.
 In no event shall the term **"No Liability"** apply to a **Claim** made against an **Insured** for which a settlement has occurred.

2. Section V. Limits of Liability and Deductibles of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:
 - V.: No Deductible shall apply, even as to **Costs of Defense**, to any **Claim** which is in the form of a civil action for monetary relief, in which:
 1. there is a determination of **No Liability**; or
 2. the **Claim** is dismissed or stipulated dismissed without prejudice and without any payment of any consideration by any **Insured**.
 If there is a determination of **No Liability** in a **Claim**, the **Insurer** shall reimburse **Costs of Defense** paid by the **Insured** in such **Claim**.
 If a **Claim** is dismissed or stipulated dismissed without prejudice and without any payment of any consideration by any **Insured**, the **Insurer** shall reimburse **Costs of Defense** paid by the **Insured** in such **Claim** 90 days after the date of the dismissal or stipulation so long as (i) the **Claim** (or any other **Claim** which together with such **Claim** would be deemed a single **Claim**) is not brought again within such 90 day period and (ii) the **Insured Entity** provides the **Insurer** with a written undertaking in a form satisfactory to the **Insurer** to repay the **Insurer** for such reimbursement in the event the **Claim** (or any other **Claim** which together with such **Claim** would be deemed a single **Claim**) is brought again after such 90 day period and before the expiration of the statute of limitations for such **Claim**.

3. Section VI. Defense, Cooperation and Settlements of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:
 - VI.: If both **Loss** covered by this Policy and **Loss** not covered by this Policy are incurred, because of a **Claim** made against an **Insured** contains both covered and uncovered matters the **Named Insured** and the **Insurer** will allocate such amounts as follows:
 1. 100 percent of **Cost of Defense** incurred will be allocated to covered matters; and
 2. **Damages** will be allocated on the basis of the relative legal exposures of the parties to covered and uncovered matters.

4. Section III. Additional Definitions A. **"Claim(s)"** of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 - III. A.: **Claim(s)** also means a written request made by a claimant to the **Named Insured** to toll or waive the statute of limitations for any actual or alleged **Wrongful Act**.

5. Section III. Additional Definitions J. **"Wrongful Act(s)"** of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 - III. J.: **"Wrongful Acts"** also means any actual or alleged discrimination, sexual harassment or violation of any natural person's civil rights relating to such discrimination or sexual harassment, but only if such **Wrongful Act** is alleged to have been committed by an **Insured** and relates to a customer(s), client(s) or other natural person(s), other than an **Employee** or applicant for employment, with the **Insured Entity**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

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SPECIMEN ENDORSEMENT

6. Section IV. Additional Exclusions B. of the Employment Practices Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:
- IV. B.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged violation of the Employee Retirement Income Security Act of 1974, including amendments thereto; provided, however, this exclusion shall not apply to any **Claim** for any actual or alleged retaliatory treatment of the claimant by the **Insured** on account of the claimant's exercise of rights pursuant to any such law;

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
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Swett & Crawford Advantage Endorsement C

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

1. Section III. Definitions of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:
 - III.: **"No Liability"** means with respect to a **Claim** made against the **Insured(s)**:
 1. a final judgment of no liability obtained prior to trial, in favor of all **Insureds**, by reason of a motion to dismiss or a motion for summary judgment, after the exhaustion of all appeals, or
 2. a final judgment of no liability obtained after trial, in favor of all **Insureds**, after the exhaustion of appeals.
 In no event shall the term **"No Liability"** apply to a **Claim** made against an **Insured** for which a settlement has occurred.

2. Section V. Limits of Liability and Deductibles of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:
 - V.: No Deductible shall apply, even as to **Costs of Defense**, to any **Claim** which is in the form of a civil action for monetary relief, in which:
 1. there is a determination of **No Liability**; or
 2. the **Claim** is dismissed or stipulated dismissed without prejudice and without any payment of any consideration by any **Insured**.
 If there is a determination of **No Liability** in a **Claim**, the **Insurer** shall reimburse **Costs of Defense** paid by the **Insured** in such **Claim**.
 If a **Claim** is dismissed or stipulated dismissed without prejudice and without any payment of any consideration by any **Insured**, the **Insurer** shall reimburse **Costs of Defense** paid by the **Insured** in such **Claim** 90 days after the date of the dismissal or stipulation so long as (i) the **Claim** (or any other **Claim** which together with such **Claim** would be deemed a single **Claim**) is not brought again within such 90 day period and (ii) the **Insured Entity** provides the **Insurer** with a written undertaking in a form satisfactory to the **Insurer** to repay the **Insurer** for such reimbursement in the event the **Claim** (or any other **Claim** which together with such **Claim** would be deemed a single **Claim**) is brought again after such 90 day period and before the expiration of the statute of limitations for such **Claim**.

3. Section VI. Defense, Cooperation and Settlements of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:
 - VI.: If both **Loss** covered by this **Policy** and **Loss** not covered by this **Policy** are incurred, because of a **Claim** made against an **Insured** contains both covered and uncovered matters the **Named Insured** and the **Insurer** will allocate such amounts as follows:
 1. 100 percent of **Cost of Defense** incurred will be allocated to covered matters; and
 2. **Damages** will be allocated on the basis of the relative legal exposures of the parties to covered and uncovered matters.

4. Section III. Additional Definitions A. **"Claim(s)"** of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 - III. A.: **Claim(s)** also means a written request made by a claimant to the **Named Insured** to toll or waive the statute of limitations for any actual or alleged **Wrongful Act**.

5. Section IV. Additional Exclusions B. of the Employment Practices Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:
 - IV. B.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged violation of the Employee Retirement Income Security Act of 1974, including amendments thereto; provided, however, this exclusion shall not apply to any **Claim** for any actual or alleged retaliatory treatment of the claimant by the **Insured** on account of the claimant's exercise of rights pursuant to any such law;

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SPECIMEN ENDORSEMENT

6. Section IV. Additional Exclusions I. of the Employment Practices Liability Insurance Coverage Section of this Policy is deleted in its entirety and replaced with the following:

IV. I.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any federal, state, local or foreign wage and hour laws, including, without limitation, the Fair Labor Standards Act; provided, however, the **Insurer** will pay **Costs of Defense** up to, but in no event greater than \$<<no more than \$TBD>>, for any such **Claims**, without any liability by the **Insurer** to pay such sums that any **Insured** shall become legally obligated to pay as **Damages**, which amount shall be part of and not in addition to the Limits of Liability stated in Item 4. of the Declarations. This exclusion shall not apply to any **Claim** for any actual or alleged retaliatory treatment of the claimant by the **Insured** on account of the claimant's exercise of rights pursuant to any such law or amounts owed under the Equal Pay Act of 1963.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section III. B.
Addition of Insured Entity
with Prior and Pending Litigation Exclusion**

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

1. Section III. Definitions B. "Insured Entity" of the Common Policy Terms and Conditions Section of this Policy is amended by the addition of the following:

III. B.: It is further understood and agreed that **Insured Entity** shall also include any entity listed below, but only with respect to the **Insured Entity's** respective Effective Date:

Insured Entity	<u>Effective Date</u>
<<list additional Insured Entity here>>	<<Corresponding Effective or Acquisition date>>
<<list additional Insured Entity here>>	<<Corresponding Effective or Acquisition date>>
<<list additional Insured Entity here>>	<<Corresponding Effective or Acquisition date>>

2. Solely with respect to the coverage provided by this endorsement, section IV. Exclusions of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

1. any prior or pending litigation, administrative or arbitration proceeding as of the Effective Date indicated above, or
2. any fact, circumstance, situation, transaction or event underlying or alleged in such litigation, administrative or arbitration proceeding,

regardless of the legal theory upon which such **Claim** is predicated, with respect to the **Insured Entity** listed above or any of its directors, officers or employees.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section III. B.
Addition of Insured Entity
with Prior and Pending Litigation and Past Acts Exclusion**

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

1. Section III. Definitions B. "**Insured Entity**" of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

III. B.: It is further understood and agreed that **Insured Entity** shall also include any entity listed below, but only with respect to the **Insured Entity's** respective Effective Date:

Insured Entity	<u>Effective Date</u>
<<list additional Insured Entity here>>	<<Corresponding Effective or Acquisition date>>
<<list additional Insured Entity here>>	<<Corresponding Effective or Acquisition date>>
<<list additional Insured Entity here>>	<<Corresponding Effective or Acquisition date>>

2. Solely with respect to the coverage provided by this endorsement, section IV. Exclusions of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

1. any prior or pending litigation, administrative or arbitration proceeding as of the Effective Date indicated above, or
2. any fact, circumstance, situation, transaction or event underlying or alleged in such litigation, administrative or arbitration proceeding,

regardless of the legal theory upon which such **Claim** is predicated, with respect to the **Insured Entity** listed above or any of its directors, officers or employees.

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

1. any **Wrongful Act** which occurred on or before the Effective Date indicated above, or
2. any **Wrongful Act** occurring on or subsequent to the acquisition date which, together with a **Wrongful Act** occurring prior to such date, would constitute a **Related Wrongful Act**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section V.
Waiver of Deductible if No Liability**

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

1. Section III. Definitions of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

III.: **"No Liability"** means with respect to a **Claim** made against the **Insured(s)**:

1. a final judgment of no liability obtained prior to trial, in favor of all **Insureds**, with respect to the entire **Claim**, by reason of a motion to dismiss or a motion for summary judgment, after the exhaustion of all appeals, if any, or
2. a final judgment of no liability obtained after trial, in favor of all **Insureds**, with respect to the entire **Claim**, after the exhaustion of appeals, if any.

In no event shall the term **"No Liability"** apply to a **Claim** made against an **Insured** for which a settlement has occurred.

2. Section V. Limits of Liability and Deductibles of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

V.: No Deductible shall apply, even as to **Costs of Defense**, to any **Claim** which is in the form of a civil action for monetary relief, in which:

1. there is a determination of **No Liability**; or
2. the **Claim** is dismissed or stipulated dismissed without prejudice and without any payment of any consideration by any **Insured**.

If there is a determination of **No Liability** in a **Claim**, the **Insurer** shall reimburse **Costs of Defense** paid by the **Insured** in such **Claim**.

If a **Claim** is dismissed or stipulated dismissed without prejudice and without any payment of any consideration by any **Insured**, the **Insurer** shall reimburse **Costs of Defense** paid by the **Insured** in such **Claim** 90 days after the date of the dismissal or stipulation so long as (i) the **Claim** (or any other **Claim** which together with such **Claim** would be deemed a single **Claim**) is not brought again within such 90 day period and (ii) the **Insured Entity** provides the **Insurer** with a written undertaking in a form satisfactory to the **Insurer** to repay the **Insurer** for such reimbursement in the event the **Claim** (or any other **Claim** which together with such **Claim** would be deemed a single **Claim**) is brought again after such 90 day period and before the expiration of the statute of limitations for such **Claim**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Modification to Section VII. A.
Modified Notice of Claim**

In consideration of the premium paid for this **Policy**, it is understood and agreed that section VII. Notice of Claim and Multiple Claims A. of the Common Policy Terms and Conditions Section of this **Policy** is deleted in its entirety and replaced with the following:

VII. A.: As a condition precedent to their rights under this **Policy**, an **Insured** shall give the **Insurer** written notice of any **Claim** as soon as practicable, but in no event later than 90 days after a principal, partner, officer, director, general counsel or human resource manager receives notice of such **Claim**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section VIII.
State Amendatory Inconsistency Wording**

In consideration of the premium paid for this **Policy**, it is understood and agreed that section VIII. General Conditions of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

- VIII. 1. In the event that there is an inconsistency between any: (a) state amendatory endorsement attached to this **Policy**, or any other wording attached to this **Policy** to comply with applicable law; and (b) any other term, condition or limitation of this **Policy**; then, to the extent permitted by law, subject to the limitations below, the **Insurer** will resolve the inconsistency by applying the terms, conditions or limitations that are more favorable to the **Insured Entity**.
- 2. This endorsement shall not apply to the extent that: (a) any state amendatory endorsement or other wording expressly limits coverage in order to comply with applicable law, or (b) any such amendatory endorsement or other compliance wording amends language applicable to premium. In such events, the state amendatory endorsement or other compliance wording will govern over any other term, condition or limitation of the **Policy**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section VIII. B.
Absolute Non-Rescindable Endorsement**

In consideration of the premium paid for this **Policy**, it is understood and agreed that section VIII. General Conditions B. of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

VIII.: The **Insurer** shall not be entitled under any circumstances to rescind this **Policy**, other than for non-payment of premium.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Modification to Section VIII. E.
Subrogation with Final Adjudication Wording**

In consideration of the premium paid for this **Policy**, it is understood and agreed that section VIII. General Conditions E. of the Common Policy Terms and Conditions Section of this **Policy** is deleted in its entirety and replaced with the following:

VIII. E.: In the event of any payment under this **Policy**, the **Insurer** shall be subrogated to the extent of such payment to all the **Insureds'** rights of recovery thereof, and the **Insureds** shall execute all papers required and shall do everything that may be necessary to secure such rights including the execution of such documents necessary to enable the **Insurer** to effectively bring suit in the name of the **Insureds**. In no event, however, shall the **Insurer** exercise its rights of subrogation against an **Insured** under this **Policy** unless such **Insured** has been convicted of a criminal act, or been judicially determined to have committed a deliberate fraudulent act, or unless it has been determined by final adjudication that such **Insured** obtained any profit or advantage to which such **Insured** was not legally entitled.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Identity Theft Expense
Supplemental Coverage**

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

1. Section I. Insuring Agreement of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

I. **Identity Theft Expense Coverage**

The **Insurer** shall pay up to a maximum aggregate limit of <<no more than \$25,000>> per **Policy Period** for **Identity Theft Expenses** incurred by any present director or officer of the **Named Insured** as a direct result of an **Identity Theft** first discovered and reported to the **Insurer** during the **Policy Period**; provided, however, that the **Identity Theft** began to occur subsequent to the inception date of the first Employment Practices Liability Insurance Policy issued by the **Insurer** to the **Named Insured**. No Deductible shall apply to this coverage and any payments made hereunder shall not reduce the Limits of Liability stated in Item 4. of the Declarations.

2. Solely for purposes of the coverage provided by this endorsement, section III. Additional Definitions of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III.: **"Identity Theft"** means the act of knowingly transferring or using, without lawful authority, a means of identification of a present director or officer (or spouse thereof) of the **Named Insured** with the intent to commit, aid, or abet any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.

III.: **"Identity Theft Expenses"** means:

1. the expenses incurred to notarize affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies, or
2. the expenses incurred for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors, or
3. loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Key Executive Replacement Expense
Supplemental Coverage**

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

1. Section I. Insuring Agreement of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

I.: **Key Executive Replacement Expense Coverage**

The Insurer shall pay up to a maximum aggregate limit of \$<<no more than \$TBD>> or 10 times the annual premium paid for this **Policy**, whichever is less, per **Policy Period** for **Key Executive Replacement Expense** incurred by the **Named Insured** for **Physical Injury** occurring during the **Policy Period** to the Chief Executive Officer or Executive Director of the **Named Insured** that results in the loss of life during the **Policy Period**. No Deductible shall apply to this coverage and any payments made hereunder shall not reduce the Limits of Liability stated in Item 4. of the Declarations.

2. Solely for purposes of the coverage provided by this endorsement, section III. Additional Definitions of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III.: **"Key Executive Replacement Expense"** means the:

1. cost of advertising the employment position opening, or
2. travel, lodging, meal and entertainment expense incurred in interviewing applicants for the employment position opening, or
3. miscellaneous extra expenses incurred in finding, interviewing and negotiating with the job applicants, including, costs to verify the background and references of the applicants and legal expenses incurred to draw up employment contracts.

III.: **"Physical Injury"** means physical damage to a person's body; provided, however, **Physical Injury** shall not include:

1. an act of suicide or attempted suicide, whether or not the deceased was sane or insane at the time of the attempted suicide, or
2. a disease process.

3. Solely for purposes of the coverage provided by this endorsement, section V. Limits of Liability and Deductibles of the Common Terms and Conditions Section of this **Policy** is amended by the addition of the following:

V.: In the event that an incident is covered under this endorsement and another coverage provision or endorsement attached to this **Policy**, then the largest applicable limit shall apply.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Business Travel Accidental Death Benefit
Supplemental Coverage**

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

1. Section I. Insuring Agreement of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

I.: **Business Travel Accidental Death Benefit Coverage**

The **Insurer** shall pay the **Named Insured** up to a maximum aggregate limit of \$<<no more than \$TBD>> per occurrence for Business Travel Accidental Death Benefit if a director, trustee or officer of the **Named Insured** suffers **Physical Injury** during the **Policy Period** while traveling on a commercial transportation carrier for business purposes on behalf of the **Named Insured** during the **Policy Period**; provided, however, that the **Physical Injury** is reported to the **Insurer** during the **Policy Period** and results in the loss of life of the director, officer or trustee no later than 180 days after the end of the **Policy Period**. No Deductible shall apply to this coverage and any payments made hereunder shall not reduce the Limits of Liability stated in Item 4. of the Declarations.

2. Solely for purposes of the coverage provided by this endorsement, section III. Additional Definitions of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III.: **"Physical Injury"** means physical damage to a person's body; provided, however, **Physical Injury** shall not include:

1. an intentional act by any **Insured**, the director, officer or trustee, or
2. an act of suicide or attempted suicide, whether or not the deceased was sane or insane at the time of the attempted suicide, or
3. an act of war, or
4. a disease process.

3. Solely for purposes of the coverage provided by this endorsement, section V. Limits of Liability and Deductibles of the Common Terms and Conditions Section of this **Policy** is amended by the addition of the following:

V.: In the event that an incident is covered under this endorsement and another coverage provision or endorsement attached to this **Policy**, then the largest applicable limit shall apply.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Kidnap Expense
Supplemental Coverage**

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

1. Section I. Insuring Agreement of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 - I. **Kidnap Expense Coverage**
 The **Insurer** shall pay up to a maximum aggregate limit of <<no more than \$50,000>> per **Policy Period** for **Kidnap Expenses** incurred by the **Insured Entity** or any **Insured Person** resulting from **Kidnapping** during the **Policy Period**. No Deductible shall apply to this coverage and any payments made hereunder shall not reduce the Limits of Liability stated in Item 4. of the Declarations.

2. Solely for purposes of the coverage provided by this endorsement, section III. Additional Definitions of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 - III.: **"Kidnapping"** or **"Kidnapped"** means the wrongful abduction and holding, under duress or by fraudulent means, of an **Insured Person** by a person or group, whether acting alone or in collusion with others, that includes a demand for payment by an **Insured** in exchange for the release of the **Insured Person**. **Kidnapping** shall not include the wrongful abduction of any **Insured Person** by or at the direction of any present or former family member of any **Insured Person**.
 - III.: **"Kidnap Expenses"** means the reasonable fees and expenses for, or the cost of:
 1. an independent negotiator or security consultant retained with prior written approval of the **Insurer**, or
 2. interest on any loan taken by the **Named Insured** for property or other consideration surrendered as payment of a **Kidnapping** demand, or
 3. travel and accommodations incurred by the **Insured Entity** which become necessary due to the applicable **Kidnapping**, or
 4. a reward paid by the **Insured Entity**, which is pre-approved by the **Insurer**, to an informant for information not otherwise available which leads to the arrest and conviction of persons responsible for the applicable **Kidnapping**, or
 5. the current salary to a director or officer of the **Insured** who is **Kidnapped**; provided, however, that they are held for more than 30 days. Salary shall be paid for a period commencing upon the abduction and ceasing upon the earliest of either the release of the employee or discovery of death of the employee, or 120 days after the **Insurer** receives the last credible evidence that the employee is still alive, or 12 months after the date of **Kidnapping**, or the exhaustion of the Kidnap Expense Coverage limit, whichever comes first.

3. Solely for purposes of the coverage provided by this endorsement, section III. Additional Definitions of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 - III.: **"Insured Person(s)"** means any past, present or future duly elected or appointed director or officer of an **Insured Entity**. In the event that the **Insured Entity** operates outside the United States, then the term **Insured Persons** also means those titles, positions or capacities in such foreign **Insured Entity** which is equivalent to the positions listed above in an entity incorporated within the United States. Coverage will automatically apply to all new **Insured Persons** after the **Policy** inception date.
"Insured Person(s)" also means the parent, child, or domestic partner of an **Insured Person**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

Employment Event Expense Supplemental Coverage

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

1. Section I. Insuring Agreement of the Employment Practices Liability Insurance Coverage Section of this Policy is amended by the addition of the following:

I. **Employment Event Expense Coverage**

The Insurer shall pay up to a maximum aggregate limit of \$<<no more than \$50,000>> per Policy Period for Employment Event Expense incurred by the Insured Entity for an Employment Event first occurring during the Policy Period and reported to the Insurer during the Policy Period; provided, however, that the payment of Employment Event Expense shall not waive the Insurer's rights under this Policy. Employment Event Expense Coverage shall apply regardless of whether a Claim is ever made against an Insured arising from such Employment Event, and in the case where a Claim is made, regardless of whether the Employment Event Expense is incurred prior to or subsequent to the making of the Claim.

2. Solely for purposes of the coverage provided by this endorsement, section III. Additional Definitions of the Employment Practices Liability Insurance Coverage Section of this Policy is amended by the addition of the following:

III.: "Employment Advisor" means any public relations firm, security firm or mental health professional selected by the Insured with the Insurer's prior written consent. The Insurer's consent shall not be unreasonably withheld

III.: "Employment Event" means:

1. the layoff / termination of 20 percent or greater of the Insured Entity's workforce, or
2. the acquisition of an organization which necessitates a material change in the employment status or terms of employment of 20 percent or greater of the Insured Entity's workforce, or
3. the public announcement of allegations of discrimination or harassment implicating an Executive Officer, or a Claim alleging discrimination, sexual harassment or violation of any natural person's civil rights relating to such discrimination or sexual harassment, but only if alleged to have been committed by an Insured and relates to a customer(s), client(s) or other natural person(s), other than an Employee or applicant for employment, with the Insured Entity, or
4. receipt by the Insured Entity of notice that a civil rights organization, public interest group or similar organization is investigating the Insured Entity for violations of state or federal employment laws or is distributing literature which accuses the Insured Entity of violations of state or federal employment laws, or
5. a workplace disaster resulting in loss of life or the imminent treat of or actual use of a lethal weapon which occurs on the Insured Entity's premises, including without limitation, flood, fire, or workplace violence.

III.: "Employment Event Expense" means reasonable fees and expenses charged by an Employment Advisor in connection with:

1. advising the Insured Entity with respect to minimizing potential loss or liability on account of an Employment Event, or
2. retaining an independent security consultant or independent security guard services with respect to an Employment Event described in item 2. section III. 1., 2., or 5. above, or
3. managing or administering disclosures to clients, customers, suppliers, investors or the public regarding an Employment Event, or
4. providing counseling to any Employee on account of an Employment Event; provided, however, that Employment Event Expense shall not include salaries, regular or overtime wages, fees or benefit expenses associated with Employees or the Insured Entity's overhead expenses.

III.: "Executive Officer" means any member of the management committee, chairperson, chief executive officer, chief operating officer, president, manager, chief financial officer, risk manager, human resources staff or an individual acting in a similar capacity with the Insured Entity.

3. Solely for purposes of the coverage provided by this endorsement, section VII. Notice of Claim and Multiple Claims C. of the Common Policy Terms and Conditions Section of this Policy is amended by the addition of the following:

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SPECIMEN ENDORSEMENT

VII. C.: An **Employment Event** commences when the **Insured Entity** or any **Executive Officer** shall first become aware of such **Employment Event** or when an **Executive Officer** first believes, in good faith, that it is more likely than not that such event will occur within the next 60 days. An **Employment Event** shall conclude 90 days after it first commences or when the Employment Event Expense Coverage limit of liability provided in item 1. of this endorsement has been exhausted.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Terrorism Travel Expense
Supplemental Coverage**

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

1. Section I. Insuring Agreement of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 - I.: **Terrorism Travel Expense Coverage**
 The Insurer shall pay up to a maximum aggregate limit of \$<<no more than \$TBD>> per **Policy Period** for **Emergency Travel Expenses** incurred by any present director, trustee or officer of the **Named Insured** as a direct result of a **Certified Act of Terrorism** which causes the director, trustee or officer to incur **Emergency Travel Expenses** while traveling for business purposes on behalf of the **Named Insured** during the **Policy Period**. No Deductible shall apply to this coverage and any payments made hereunder shall not reduce the Limits of Liability stated in Item 4. of the Declarations.

2. Solely for purposes of the coverage provided by this endorsement, section III. Additional Definitions of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 - III.: **"Certified Act of Terrorism"** means any act that is certified by the Secretary of the Treasury in concurrence with the Secretary of State, and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion, as defined in Section 102(1) of the Terrorism Risk Insurance Act, including any amendments thereto.

 - III.: **"Emergency Travel Expenses"** means:
 1. hotel expenses incurred resulting directly from the cancellation of a scheduled transport, by train or air, by a commercial transportation carrier resulting directly from and within 48 hours of a **Certified Act of Terrorism**, or
 2. the increased amount incurred in air or train fare which results from rescheduling comparable transport to replace a similarly scheduled transport cancelled by a commercial transportation carrier in direct response to a **Certified Act of Terrorism**.

3. Solely for purposes of the coverage provided by this endorsement, section V. Limits of Liability and Deductibles of the Common Terms and Conditions Section of this **Policy** is amended by the addition of the following:
 - V.: In the event that an incident is covered under this endorsement and another coverage provision or endorsement attached to this **Policy**, then the largest applicable limit shall apply.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

Emergency Real Estate Consulting Fee Supplemental Coverage

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

- 1. Section I. Insuring Agreement of the Employment Practices Liability Insurance Coverage Section of this Policy is amended by the addition of the following:
 - I.: **Emergency Real Estate Consulting Fee Coverage**
 The Insurer shall pay up to a maximum aggregate limit of \$<<no more than \$TBD>> per Policy Period for any realtor's fee or real estate consultant's fee incurred by the Named Insured resulting from the Named Insured's need to relocate due to the Unforeseeable Destruction, during the Policy Period, of the Named Insured's principal location listed on the Declarations. No Deductible shall apply to this coverage and any payments made hereunder shall not reduce the Limits of Liability stated in Item 4. of the Declarations.
- 2. Solely for purposes of the coverage provided by this endorsement, section III. Additional Definitions of the Employment Practices Liability Insurance Coverage Section of this Policy is amended by the addition of the following:
 - III.: **"Certified Act of Terrorism"** means any act that is certified by the Secretary of the Treasury in concurrence with the Secretary of State, and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion, as defined in Section 102(1) of the Terrorism Risk Insurance Act, including any amendments thereto.
 - III.: **"Unforeseeable Destruction"** means the physical damage resulting from a Certified Act of Terrorism, fire, crash or collapse which renders all of the Named Insured's primary office completely unusable.
- 3. Solely for purposes of the coverage provided by this endorsement, section V. Limits of Liability and Deductibles of the Common Terms and Conditions Section of this Policy is amended by the addition of the following:
 - V.: In the event that an incident is covered under this endorsement and another coverage provision or endorsement attached to this Policy, then the largest applicable limit shall apply.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Workplace Violence Counseling
Supplemental Coverage**

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

1. Section I. Insuring Agreement of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 - I.: **Workplace Violence Counseling Coverage**
 The **Insurer** shall pay up to a maximum aggregate limit of \$<<no more than \$TBD>> per **Policy Period** for the cost of emotional counseling of any director, officer, or **Employee** of an **Insured Entity** resulting from **Workplace Violence** that occurs during the **Policy Period**. No Deductible shall apply to this coverage and any payments made hereunder shall not reduce the Limits of Liability stated in Item 4. of the Declarations.
2. Solely for purposes of the coverage provided by this endorsement, section III. Additional Definitions of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 - III.: "**Workplace Violence**" means any intentional use of or threat to use bodily force by any natural person with intent to cause harm and which results in injury or death of a person while on the **Insured Entity's** premises.
3. Solely for purposes of the coverage provided by this endorsement, section V. Limits of Liability and Deductibles of the Common Terms and Conditions Section of this **Policy** is amended by the addition of the following:
 - V.: In the event that an incident is covered under this endorsement and another coverage provision or endorsement attached to this **Policy**, then the largest applicable limit shall apply.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

Crisis Management Expense Supplemental Coverage

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

1. Section I. Insuring Agreement of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 - I.: **Crisis Management Expense Coverage**
 The **Insurer** shall pay up to a maximum aggregate limit of \$~~<<no more than \$TBD>>~~ per **Policy Period** for **Crisis Management Emergency Response Expenses** incurred by the **Named Insured** resulting from an **Incident** that causes a **Crisis**; provided, however, that the **Crisis Management Emergency Response Expenses** are incurred during the **Policy Period** and are reported to the **Insurer** no later than 6 months after the date the **Crisis** began.
2. Solely for purposes of the coverage provided by this endorsement, section III. Additional Definitions of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 - III.: "**Crisis**" means the public announcement that an **Incident** occurred on the **Named Insured's** premises or at an event sponsored by the **Named Insured**.
 - III.: "**Crisis Management Emergency Response Expenses**" means expenses for services provided by a **Crisis Management Firm**; provided, however, that **Crisis Management Emergency Response Expenses** shall not include:
 1. compensation, fees, benefits, overhead, charges or expenses of any **Insured**, or
 2. any expenses that are covered or reimbursable to the **Named Insured** under any other valid and collectible insurance.
 - III.: "**Crisis Management Firm**" means any service provider hired by the **Named Insured** and approved in writing by the **Insurer**. The **Insurer's** consent shall not be unreasonably withheld.
 - III.: "**Incident**" means:
 1. an accident or other event resulting in the death or **Serious Bodily Injury** to 3 or more persons, or
 2. the accidental discharge of pollutants.
 - III.: "**Serious Bodily Injury**" means any injury to a person that creates a substantial risk of death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.
3. Solely for purposes of the coverage provided by this endorsement, section V. Limits of Liability and Deductibles of the Common Terms and Conditions Section of this **Policy** is amended by the addition of the following:
 - V.: The **Insurer** shall only be liable for the amount of **Crisis Management Emergency Response Expenses** incurred by the **Named Insured** resulting from an **Incident** described above which is in excess of the Deductible stated in Item 5. of the Declarations. Such Deductible amount shall be borne by the **Named Insured** with regard to all **Crisis Management Emergency Response Expenses** incurred by the **Named Insured** and covered by this endorsement.
 - V.: In the event that an incident is covered under this endorsement and another coverage provision or endorsement attached to this **Policy**, then the largest applicable limit shall apply.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Temporary Meeting Space
Supplemental Coverage**

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

1. Section I. Insuring Agreement of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

I.: **Temporary Meeting Space Coverage**

The **Insurer** shall pay up to a maximum aggregate limit of \$<<no more than \$TBD>> per **Policy Period** for the cost of the rental of temporary meeting space incurred by the **Named Insured** resulting from the temporary unavailability of the **Named Insured's** primary office space due to the failure of a climate control system or leakage of a hot water heater during the **Policy Period**; provided, however, that this coverage will only apply to the rental of temporary meeting space required for meeting with parties that are not **Insureds**. No Deductible shall apply to this coverage and any payments made hereunder shall not reduce the Limits of Liability stated in Item 4. of the Declarations.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section III.
Extradition Coverage**

In consideration of the premium paid for this **Policy**, it is understood and agreed that section III. Additional Definitions of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended as follows:

1. Section III. Additional Definitions of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 - III.: **"Extradition"** means any formal process initiated by any local, state or national government against an **Insured Person** to compel the **Insured Person** to appear for trial or otherwise to answer any criminal accusation.
 - III.: **"Insured Person(s)"** means any past, present or future duly elected or appointed director or officer of an **Insured Entity**. In the event that the **Insured Entity** operates outside the United States, then the term **Insured Persons** also means those titles, positions or capacities in such foreign **Insured Entity** which is equivalent to the positions listed above in an entity incorporated within the United States. Coverage will automatically apply to all new **Insured Persons** after the **Policy** inception date.
2. Section III. Additional Definitions A. **"Claim"** of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 - III. A.: **"Claim"** also means any:
 1. official request for **Extradition** of any **Insured Person**, or
 2. the execution of a warrant for the arrest of any **Insured Person** where such execution is an element of **Extradition**.
3. Section III. Additional Definitions B. **"Costs of Defense"** of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 - III. B.: **"Costs of Defense"** shall also mean reasonable and necessary fees, costs and expenses incurred through legal counsel and consented to by the **Insurer** resulting from an **Insured Person** lawfully:
 1. opposing, challenging, resisting or defending against any request for or any effort to obtain the **Extradition** of that **Insured Person**, or
 2. appealing any order or other grant of **Extradition** of that **Insured Person**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section III. J.
Privacy Violation Coverage**

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

1. Solely with respect to the coverage provided by this endorsement, section III. Additional Definitions J. "**Wrongful Act(s)**" of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 - III. J.: "**Wrongful Act(s)**" also means a **Privacy Violation**.
2. Solely with respect to the coverage provided by this endorsement, section III. Additional Definitions of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 - III.: "**Breach Notice Law**" means any state, federal or foreign statute or regulation that requires notice to persons whose **Personal Information** was accessed or may reasonably have been accessed by an unauthorized person.
 - III.: "**Personal Information**" means an **Employee's** name in combination with one or more of the following:
 1. information concerning the individual that constitutes "non-public personal information" as defined in the Gramm-Leach-Bliley Act of 1999, including amendments thereto, or
 2. medical or health care information concerning the individual, including "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, including amendments thereto, or
 3. the **Employee's** social security number, drivers license or state identification number, credit, debit or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers that allows access to the **Employee's** financial account information.
 - III.: "**Privacy Policy**" means the internal or publicly accessible written documents that set forth the **Insured Entity's** policies, standards and procedures for collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to, **Personal Information**.
 - III.: "**Privacy Violation**" means:
 1. theft of **Personal Information** that is in the care, custody or control of the **Insured Entity**, or an independent contractor that is holding or processing such information on behalf of the **Insured Entity**, or
 2. the **Insured Entity's** failure to timely disclose an incident or event triggering a violation of any **Breach Notice Law**, or
 3. failure by the **Insured** to comply with that part of a **Privacy Policy** that specifically:
 - a. prohibits or restricts the **Insured Entity's** disclosure, sharing or selling of an **Employee's Personal Information**, or
 - b. requires the **Insured Entity** to provide access to **Personal Information** or to correct incomplete or inaccurate **Personal Information** after a request is made by an **Employee**, or
 - c. mandates procedures and requirements to prevent the loss of **Personal Information**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section III. J.
Privacy Violation Coverage with Sub-Limit**

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

1. Solely with respect to the coverage provided by this endorsement, section III. Additional Definitions J. "**Wrongful Act(s)**" of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 - III. J.: "**Wrongful Act(s)**" also means a **Privacy Violation**.
2. Solely with respect to the coverage provided by this endorsement, section III. Additional Definitions of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 - III.: "**Breach Notice Law**" means any state, federal or foreign statute or regulation that requires notice to persons whose **Personal Information** was accessed or may reasonably have been accessed by an unauthorized person.
 - III.: "**Personal Information**" means an **Employee's** name in combination with one or more of the following:
 1. information concerning the individual that constitutes "non-public personal information" as defined in the Gramm-Leach-Bliley Act of 1999, including amendments thereto, or
 2. medical or health care information concerning the individual, including "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, including amendments thereto, or
 3. the **Employee's** social security number, drivers license or state identification number, credit, debit or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers that allows access to the **Employee's** financial account information.
 - III.: "**Privacy Policy**" means the internal or publicly accessible written documents that set forth the **Insured Entity's** policies, standards and procedures for collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to, **Personal Information**.
 - III.: "**Privacy Violation**" means:
 1. theft of **Personal Information** that is in the care, custody or control of the **Insured Entity**, or an independent contractor that is holding or processing such information on behalf of the **Insured Entity**, or
 2. the **Insured Entity's** failure to timely disclose an incident or event triggering a violation of any **Breach Notice Law**, or
 3. failure by the **Insured** to comply with that part of a **Privacy Policy** that specifically:
 - a. prohibits or restricts the **Insured Entity's** disclosure, sharing or selling of an **Employee's Personal Information**, or
 - b. requires the **Insured Entity** to provide access to **Personal Information** or to correct incomplete or inaccurate **Personal Information** after a request is made by an **Employee**, or
 - c. mandates procedures and requirements to prevent the loss of **Personal Information**.
3. Solely with respect to the coverage provided by this endorsement, section V. Limits of Liability and Deductibles A. of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:
 - V. A.: The amount of \$<<in no event more than \$TBD>> shall be the maximum aggregate Limit of Liability of the **Insurer** for all **Loss** arising from a **Privacy Violation**, which amount shall be part of and not in addition to the Limits of Liability stated in Item 4. of the Declarations.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Modification to Section IV. C.
Breach of Contract Exclusion with Costs of Defense**

In consideration of the premium paid for this **Policy**, it is understood and agreed that section IV. Additional Exclusions C. of the Employment Practices Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:

IV. C.: for any actual or alleged breach of any oral or written contract or agreement; provided, however, the **Insurer** will pay **Costs of Defense** for any such **Claims**, without any liability by the **Insurer** to pay such sums that any **Insured** shall become legally obligated to pay as **Damages**, which amount shall be part of and not in addition to the Limits of Liability stated in Item 4. of the Declarations. This exclusion shall not apply to any **Claim** for any actual or alleged breach of any implied contract or implied agreement relating to employment, whether arising out of any personnel manual, policy statement or oral representation.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SERFF Tracking Number: MNLM-125872651 *State:* Arkansas
Filing Company: Carolina Casualty Insurance Company *State Tracking Number:* EFT \$50
Company Tracking Number: EPL-090108-F
TOI: 17.1 Other Liability - Claims Made Only *Sub-TOI:* 17.1010 Employment Practices Liability
Product Name: Employment Practices Liability
Project Name/Number: EPL 24300 (01-06)/09-08 Revision

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: MNLM-125872651 State: Arkansas
Filing Company: Carolina Casualty Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: EPL-090108-F
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1010 Employment Practices Liability
Product Name: Employment Practices Liability
Project Name/Number: EPL 24300 (01-06)/09-08 Revision

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 11/04/2008

Comments:

Attachment:

Transmittal PC TD-1 2007.pdf

Satisfied -Name: Authorization Letter **Review Status:** Approved 11/04/2008

Comments:

Attachment:

Authorization Letter.pdf

Satisfied -Name: Filing Memo **Review Status:** Approved 11/04/2008

Comments:

Attachment:

Filing Memo Forms.pdf

Satisfied -Name: Forms List **Review Status:** Approved 11/04/2008

Comments:

Attachment:

Forms.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: New Business Renewal Business f. State Filing #: g. SERFF Filing #: h. Subject Codes
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3. Group Name	Group NAIC #
W.R. Berkley Corporation	098

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Carolina Casualty Insurance Company	Iowa	10510	59-0733942	

5. Company Tracking Number	EPL-090108-F
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Beth Richards Monitor Liability Managers, Inc. 2850 W. Golf Road, Ste. 800 Rolling Meadows, IL 60008	Senior Compliance Analyst	800-446-2100, x 568	847-806-6590	brichards@monitorliability.com

7. Signature of authorized filer	<i>Beth Richards</i>
8. Please print name of authorized filer	Beth Richards

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

9. Type of Insurance (TOI)	17.1000 – Other Liability – Claims Made
10. Sub-Type of Insurance (Sub-TOI)	17.1010 – Other Liability – Claims Made, Employment Practices Professional Liability
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Employment Practices Liability
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (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	10/30/08
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

PC TD-1 pg 1 of 2

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	EPL-090108-R
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Carolina Casualty Insurance Company currently has on file with your Department its program for Employment Practices Liability Insurance. At this time, we wish to amend our filing as approved by your Department, with the following changes:

FORMS:

- 4 previously approved endorsements have been revised
- 21 new endorsements have been added to this program

Please refer to the attached Schedule of Forms for details.

RATES/RULES:

Please note the related rates/rules are being submitted simultaneously under separate cover.

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 #: \$50
Amount: EFT

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.)**

PC TD-1 pg 2 of 2



Filing Authorization Letter

October 1, 2008

RE: Carolina Casualty Insurance Company, NAIC 10510, FEIN 59-0733942
Filing Authorization: Monitor Liability Managers, Inc.

Dear Commissioner:

The purpose of this letter is to authorize Monitor Liability Managers, Inc. (“Monitor”) to submit filings for Professional Liability Insurance on behalf of Carolina Casualty Insurance Company.

By way of explanation, we would like to provide background as to the relationship between these two companies. Both Monitor Liability Managers, Inc. and Carolina Casualty Insurance Company are subsidiaries of the W.R. Berkley Corporation, an insurance holding company with insurance company subsidiaries operating throughout the United States. Monitor acts as an underwriting manager on behalf of certain insurance companies within the W.R. Berkley organization, including Carolina Casualty Insurance Company. Monitor has full underwriting and claims settlement authority and is responsible for Professional Liability Insurance product development.

An integral part of Monitor’s strategic marketing plan is to make all of its products available in the admitted market through Carolina Casualty Insurance Company. Carolina Casualty already has filings in place, in most states, for the Directors’ and Officers’ Program, the Lawyers’ Professional Liability Program, Excess Professional Liability, Management Liability, Employment Liability Practices and Non-Profit Organization Liability.

To facilitate and streamline current and future filing activities, Carolina Casualty Insurance Company is hereby extending authority to Monitor Liability Managers, Inc. to make Professional Liability filings on its behalf.

Any and all questions regarding Professional Liability submissions should be directed to:

Ms. Penelope Kilberry, CPCU, CPIW, AIS
Assistant Vice President
Regulatory Compliance
Monitor Liability Managers, Inc.
2850 West Golf Road, Suite 800
Rolling Meadows, IL 60008
847.806.6590, ext. 570

In addition to Penny Kilberry, Sandra L. Baggio, Senior Compliance Analyst, and Beth Richards, Senior Compliance Analyst, are authorized to submit filings on our behalf. Douglas J. Powers, CPCU, Assistant Secretary of Carolina Casualty Insurance Company will execute all documents requiring an officer's signature.

If you have questions regarding this authorization, please call Penny Kilberry at 1.800.446.2100, ext. 570, send an e-mail to pkilberry@monitorliability.com or write to Ms. Kilberry at 2850 West Golf Road, Suite 800, Rolling Meadows, IL 60008.

Sincerely,



Douglas J. Powers, CPCU
Assistant Secretary
Carolina Casualty Insurance Company
1.800.446.2100, ext. 508

**CAROLINA CASUALTY INSURANCE COMPANY
EMPLOYMENT PRACTICES LIABILITY
INSURANCE PROGRAM**

FILING MEMORANDUM

Carolina Casualty Insurance Company currently has on file with your Department its program for Employment Practices Liability Insurance. At this time, we wish to amend our filing as approved by your Department, with the following changes:

FORMS:

- 4 previously approved endorsements have been revised
- 21 new endorsements have been added to this program

Please refer to the attached Schedule of Forms for details.

RATES/RULES:

Please note the related rates/rules are being submitted simultaneously under separate cover.

CAROLINA CASUALTY INSURANCE COMPANY
EMPLOYMENT PRACTICES LIABILITY PROGRAM – EPL 24300 (09-08) SECONDARY FILING
21 New Endorsements; 4 Revised Endorsements

SCHEDULE OF FORMS

	NUMBER	TITLE	DESCRIPTION	BROADEN	RESTRICT	CLARIFY
1.	CT 241011 (09-08)	Addition to Section I. Difference in Conditions Endorsement	New - Used to state that if for any reason the terms and conditions of this Policy are inconsistent with the expiring Policy, then the coverage provided by this Policy shall not be less favorable. This would be used when we win an account from another carrier and the agent is concerned that there are coverage differences.			X
2.	CT 241109 (rev. 09-08)	Swett & Crawford Advantage Endorsement A	Revised item #7. to allow flexibility in the amount of coverage provided. Changed title to include "A".	X		
3.	CT 241110 (09-08)	Swett & Crawford Advantage Endorsement B	New endorsement to provide coverage enhancements specific to this agency.	X		
4.	CT 241111 (09-08)	Swett & Crawford Advantage Endorsement C	New endorsement to provide coverage enhancements specific to this agency.	X		
5.	CT 243033 (rev. 09-08)	Addition to Section III. B. Addition of Insured Entity with Prior and Pending Litigation Exclusion	Revised language in body of endorsement as original included the incorrect term in the body of the form.			X
6.	CT 243035 (rev. 09-08)	Addition to Section III. B. Addition of Insured Entity with Prior and Pending Litigation and Past Acts Exclusion	Revised language in body of endorsement as original included the incorrect term in the body of the form.			X
7.	CT 245014 (rev. 09-08)	Addition to Section V. Waiver of Deductible if No Liability	Revised endorsement due to language that the Claims Department requested to be updated.			X
8.	CT 247023 (09-08)	Modification to Section VII. A. Modified Notice of Claim	New - Used to allow the claim trigger to be only after a member of the management team received notice of Claim			X
9.	CT 248017 (09-08)	Addition to Section VIII. State Amendatory Inconsistency Wording	New - Used to state that if for any reason the terms and conditions of this Policy are inconsistent with the State Amendatory, then the coverage provided by this Policy shall not be less favorable. This endorsement is not intended to override the requirements of the State Amendatory.			X
10.	CT 248035 (09-08)	Addition to Section VIII. B. Absolute Non-Rescindable Endorsement	New - Used to provide language stating that this Policy shall not be rescinded, except for non-payment of premium.	X		
11.	CT 248061 (09-08)	Modification to Section VIII. E. Subrogation with Final Adjudication Wording	New - Used to amend subrogation so that it includes "final adjudication" language.	X		
12.	EPL 241120 (09-08)	Identity Theft Expense Supplemental Coverage	New - Used to provide coverage for Identity Theft Expenses as defined in the endorsement	X		
13.	EPL 241121 (09-08)	Key Executive Replacement Expense Supplemental Coverage	New - Used to provide coverage to the Named Insured for Key Executive Replacement Expense, as described in the endorsement.	X		
14.	EPL 241122 (09-08)	Business Travel Accidental Death Benefit Supplemental Coverage	New - Used to provide coverage to the Named Insured for Business Travel Accidental Death Benefit of a director, trustee or officer of the Insured Entity, as described in the endorsement	X		
15.	EPL 241130 (09-08)	Kidnap Expense Supplemental Coverage	New - Used to provide coverage for Kidnap Expenses as defined in the endorsement	X		

CAROLINA CASUALTY INSURANCE COMPANY
EMPLOYMENT PRACTICES LIABILITY PROGRAM – EPL 24300 (09-08) SECONDARY FILING
21 New Endorsements; 4 Revised Endorsements

SCHEDULE OF FORMS

	NUMBER	TITLE	DESCRIPTION	BROADEN	RESTRICT	CLARIFY
16.	EPL 241140 (09-08)	Employment Event Expense Supplemental Coverage	New - Used to provide coverage for an Employment Event as defined in the endorsement	X		
17.	EPL 241150 (09-08)	Terrorism Travel Expense Supplemental Coverage	New - Used to provide coverage for Emergency Travel Expenses of a director, trustee or officer of the Named Insured, as described in the endorsement	X		
18.	EPL 241151 (09-08)	Emergency Real Estate Consulting Fee Supplemental Coverage	New - Used to provide coverage for any realtor's fee or consultant's fee incurred by the Named Insured for relocation due to an unforeseeable destruction as described in the endorsement	X		
19.	EPL 241160 (09-08)	Workplace Violence Counseling Supplemental Coverage	New - Used to provide coverage for the cost of emotional counseling from workplace violence as described in the endorsement	X		
20.	EPL 241161 (09-08)	Crisis Management Expense Supplemental Coverage	New - Used to provide coverage for any crisis management emergency response expenses incurred by the Named Insured as described in the endorsement	X		
21.	EPL 241162 (09-08)	Temporary Meeting Space Supplemental Coverage	New - Used to provide coverage for the cost of rental or temporary meeting space incurred by the Named Insured as described in the endorsement.	X		
22.	EPL 243018 (09-08)	Addition to Section III. Extradition Coverage	New - Used to provide coverage to the Insured Persons for any extradition proceedings, as defined in the endorsement.	X		
23.	EPL 243110 (09-08)	Addition to Section III. J. Privacy Violation Coverage	New - Used to provide coverage for a Privacy Violation as defined in the endorsement.	X		
24.	EPL 243111 (09-08)	Addition to Section III. J. Privacy Violation Coverage with Sub-Limit	New - Used to provide coverage for a Privacy Violation as defined in the endorsement.	X		
25.	EPL 244042 (09-08)	Modification to Section IV. C. Breach of Contract Exclusion with Costs of Defense	New - Used to tailor the standard policy to provide Costs of Defense for a Breach of Contract situation in an Employment matter.	X		