

SERFF Tracking Number: CATL-125892401 State: Arkansas
 Filing Company: Catlin Insurance Company, Inc. State Tracking Number: EFT \$50
 Company Tracking Number: 08-OL-PL003-CW-AR-F
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
 Product Name: Architects & Engineers Practice Policy
 Project Name/Number: Architects & Engineers Practice Policy/08-OL-PL003-CW-AR-F

Filing at a Glance

Company: Catlin Insurance Company, Inc.

Product Name: Architects & Engineers Practice Policy SERFF Tr Num: CATL-125892401 State: Arkansas

TOI: 17.1 Other Liability - Claims Made Only	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 17.1019 Professional Errors & Omissions Liability	Co Tr Num: 08-OL-PL003-CW-AR-F	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Edith Roberts
	Author: Diane Lichorobiec	Disposition Date: 03/07/2009
	Date Submitted: 11/18/2008	Disposition Status: Approved
Effective Date Requested (New): On Approval		Effective Date (New):
Effective Date Requested (Renewal):		Effective Date (Renewal):
State Filing Description:		

General Information

Project Name: Architects & Engineers Practice Policy
 Project Number: 08-OL-PL003-CW-AR-F

Status of Filing in Domicile: Authorized
 Domicile Status Comments: Filing is exempt in Texas.

Reference Organization: N/A

Reference Number: N/A

Reference Title: N/A

Advisory Org. Circular: N/A

Filing Status Changed: 03/07/2009

State Status Changed: 11/19/2008

Deemer Date:

Corresponding Filing Tracking Number: 08-OL-PL003-CW-AR-F

Filing Description:

The Catlin Insurance Company, Inc. ("Catlin") is filing for a new program for Architects and Engineers Professional Liability. This program contains rates, rating plans, rules and forms.

This is a new product line and filing for our company.

SERFF Tracking Number: *CATL-125892401* *State:* *Arkansas*
Filing Company: *Catlin Insurance Company, Inc.* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *08-OL-PL003-CW-AR-F*
TOI: *17.1 Other Liability - Claims Made Only* *Sub-TOI:* *17.1019 Professional Errors & Omissions Liability*

Product Name: *Architects & Engineers Practice Policy*
Project Name/Number: *Architects & Engineers Practice Policy/08-OL-PL003-CW-AR-F*

We look forward to your favorable reply.

Company and Contact

Filing Contact Information

Diane Lichorobiec, State Filings Analyst diane.lichorobiec@catlin.com
 1600 Market Street (215) 446-9136 [Phone]
 Philadelphia, PA 19103 (215) 446-9131[FAX]

Filing Company Information

Catlin Insurance Company, Inc.	CoCode: 19518	State of Domicile: Texas
1600 Market Street	Group Code:	Company Type: Property and Casualty
Suite 1616		
Philadelphia, PA 19103	Group Name:	State ID Number:
(215) 466-9132 ext. [Phone]	FEIN Number: 20-4929941	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	1 submission @ \$50.00 = \$50.00
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Catlin Insurance Company, Inc.	\$50.00	11/18/2008	24006028

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	03/07/2009	03/07/2009
Approved	Llyweyia Rawlins	12/03/2008	12/03/2008
Approved	Llyweyia Rawlins	11/19/2008	11/19/2008

Amendments

Item	Schedule	Created By	Created On	Date Submitted
ARKANSAS CHANGES	Form	Diane Lichorobiec	12/10/2008	12/10/2008
PROFESSIO NAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIO NALS POLICY DECLARATI ONS	Form	Diane Lichorobiec	12/03/2008	12/03/2008

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Request to Reopen	Note To Reviewer	Diane	12/10/2008	12/10/2008

SERFF Tracking Number: *CATL-125892401* *State:* *Arkansas*
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Lichorobiec

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Error on Declaration Page DPAE 002 Note To Filer Llyweyia Rawlins 12/03/2008 12/03/2008
0908

Error on Declarations Page, DPAE 002 Note To Reviewer Diane 12/02/2008 12/02/2008
0908 Lichorobiec

SERFF Tracking Number: *CATL-125892401* *State:* *Arkansas*
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Product Name: *Architects & Engineers Practice Policy*
Project Name/Number: *Architects & Engineers Practice Policy/08-OL-PL003-CW-AR-F*

Disposition

Disposition Date: 03/07/2009

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment: Filing reopened to accept amendatory form. Original approval date of 12/02/2008 remains effective.

Rate data does NOT apply to filing.

SERFF Tracking Number: CATL-125892401 State: Arkansas
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Product Name: Architects & Engineers Practice Policy
 Project Name/Number: Architects & Engineers Practice Policy/08-OL-PL003-CW-AR-F

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form (revised)	PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS POLICY DECLARATIONS	Approved	Yes
Form	PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS POLICY DECLARATIONS	Approved	Yes
Form	PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS	Approved	Yes
Form	ADDITIONAL INSURED(S)	Approved	Yes
Form	ADDITIONAL INSURED SCHEDULED	Approved	Yes
Form	AGGREGATE DEDUCTIBLE AMOUNT - MAINTENANCE	Approved	Yes
Form	AMENDMENT OF EXCLUSIONS	Approved	Yes
Form	AMENDMENT OF LIMITS OF LIABILITY AND DEDUCTIBLES	Approved	Yes
Form	AMENDMENT OF SUPPLEMENTAL COVERAGES	Approved	Yes
Form	AMENDMENT OF ADDRESS	Approved	Yes
Form	AMENDMENT OF DEDUCTIBLE - TERM	Approved	Yes
Form	AMENDMENT OF DEDUCTIBLE – MIDTERM	Approved	Yes
Form	AMENDMENT OF LIMIT OF LIABILITY – INCREASE MIDTERM	Approved	Yes
Form	AMENDMENT OF LIMIT OF LIABILITY - TERM	Approved	Yes
Form	AMENDMENT OF LIMIT OF LIABILITY – DECREASE MIDTERM	Approved	Yes
Form	AMENDMENT OF NAMED INSURED	Approved	Yes
Form	AMENDMENT OF POLICY PERIOD	Approved	Yes
	BLANK ENDORSEMENT	Approved	Yes

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 Product Name: Architects & Engineers Practice Policy
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Form			
Form	CANCELLATION ENDORSEMENT – PRO-RATA	Approved	Yes
Form	CANCELLATION ENDORSEMENT	Approved	Yes
Form	CANCELLATION ENDORSEMENT-SHORT RATE	Approved	Yes
Form	CONTRACTUAL LIABILITY ENDORSEMENT – POLICY	Approved	Yes
Form	COVERAGE LIMITED TO PRIOR ACTS	Approved	Yes
Form	DEDUCTIBLE – FIRST DOLLAR DEFENSE	Approved	Yes
Form	DEDUCTIBLE – SHARED EXPENSE	Approved	Yes
Form	DEDUCTIBLE GAP REIMBURSEMENT – NO DEFENSE OBLIGATION	Approved	Yes
Form	DELETION OF ENDORSEMENT	Approved	Yes
Form	EXTENDED REPORTING PERIOD ACCEPTANCE	Approved	Yes
Form	INDEMNITY AGREEMENT FOR EVIDENCING A REDUCED DEDUCTIBLE AMOUNT - CONTRACT SPECIFIC	Approved	Yes
Form	INDEMNITY AGREEMENT FOR EVIDENCING A REDUCED DEDUCTIBLE AMOUNT – BLANKET	Approved	Yes
Form	REDUCED DEDUCTIBLE AMOUNT – PROJECT SPECIFIC	Approved	Yes
Form	RELIANCE ON ANOTHER INSURANCE COMPANY’S APPLICATION	Approved	Yes
Form	RESIDENTIAL SUBLIMIT	Approved	Yes
Form	RETROACTIVE DATE PER NAMED INSURED	Approved	Yes
Form	WORLDWIDE INDEMNITY	Approved	Yes
Form	PROJECT SPECIFIC EXCESS	Approved	Yes
Form	INDIVIDUAL NOTICE OF CANCELLATION	Approved	Yes

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 Product Name: Architects & Engineers Practice Policy
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Form	INDIVIDUAL RETIREMENT	Approved	Yes
Form	POLICY PERIOD EXTENSION	Approved	Yes
	ENDORSEMENT		
Form	PREMIUM PAYMENT PLAN	Approved	Yes
	ENDORSEMENT		
Form	PROFESSIONAL SERVICES –	Approved	Yes
	SCHEDULED		
Form	PROJECT-SPECIFIC RETROACTIVE	Approved	Yes
	DATE		
Form	INCLUDED PROFESSIONAL SERVICES	Approved	Yes
Form	ASBESTOS ABATEMENT EXCLUSION	Approved	Yes
Form	CONSTRUCTION MANAGEMENT	Approved	Yes
	EXCLUSION		
Form	ENTITY(IES) EXCLUSION	Approved	Yes
Form	EXCLUDED PROFESSIONAL	Approved	Yes
	SERVICES		
Form	EXCLUSION RELATING TO SPECIFIED	Approved	Yes
	WRONGFUL ACTS		
Form	SPECIFIC PROJECT EXCLUSION	Approved	Yes
Form	TERRORISM EXCLUSION	Approved	Yes
Form	WAR AND CIVIL WAR EXCLUSION	Approved	Yes
Form	WORLDWIDE COVERAGE –	Approved	Yes
	U.S./CANADA JURISDICTION		
Form	LOANED EMPLOYEE EXCLUSION	Approved	Yes
Form	APPLICATION FOR ARCHITECTS &	Approved	Yes
	ENGINEERS		
Form	ARKANSAS CHANGES		Yes

SERFF Tracking Number: *CATL-125892401* *State:* *Arkansas*
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Product Name: *Architects & Engineers Practice Policy*
Project Name/Number: *Architects & Engineers Practice Policy/08-OL-PL003-CW-AR-F*

Disposition

Disposition Date: 12/03/2008

Effective Date (New): 11/19/2008

Effective Date (Renewal): 11/19/2008

Status: Approved

Comment: Revised form DPAE 002 0908 (Policy Declaration)

Rate data does NOT apply to filing.

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Product Name: Architects & Engineers Practice Policy
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form (revised)	PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS POLICY DECLARATIONS	Approved	Yes
Form	PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS POLICY DECLARATIONS	Approved	Yes
Form	PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS	Approved	Yes
Form	ADDITIONAL INSURED(S)	Approved	Yes
Form	ADDITIONAL INSURED SCHEDULED	Approved	Yes
Form	AGGREGATE DEDUCTIBLE AMOUNT - MAINTENANCE	Approved	Yes
Form	AMENDMENT OF EXCLUSIONS	Approved	Yes
Form	AMENDMENT OF LIMITS OF LIABILITY AND DEDUCTIBLES	Approved	Yes
Form	AMENDMENT OF SUPPLEMENTAL COVERAGES	Approved	Yes
Form	AMENDMENT OF ADDRESS	Approved	Yes
Form	AMENDMENT OF DEDUCTIBLE - TERM	Approved	Yes
Form	AMENDMENT OF DEDUCTIBLE – MIDTERM	Approved	Yes
Form	AMENDMENT OF LIMIT OF LIABILITY – INCREASE MIDTERM	Approved	Yes
Form	AMENDMENT OF LIMIT OF LIABILITY - TERM	Approved	Yes
Form	AMENDMENT OF LIMIT OF LIABILITY – DECREASE MIDTERM	Approved	Yes
Form	AMENDMENT OF NAMED INSURED	Approved	Yes
Form	AMENDMENT OF POLICY PERIOD	Approved	Yes
	BLANK ENDORSEMENT	Approved	Yes

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Form			
Form	CANCELLATION ENDORSEMENT – PRO-RATA	Approved	Yes
Form	CANCELLATION ENDORSEMENT	Approved	Yes
Form	CANCELLATION ENDORSEMENT-SHORT RATE	Approved	Yes
Form	CONTRACTUAL LIABILITY ENDORSEMENT – POLICY	Approved	Yes
Form	COVERAGE LIMITED TO PRIOR ACTS	Approved	Yes
Form	DEDUCTIBLE – FIRST DOLLAR DEFENSE	Approved	Yes
Form	DEDUCTIBLE – SHARED EXPENSE	Approved	Yes
Form	DEDUCTIBLE GAP REIMBURSEMENT – NO DEFENSE OBLIGATION	Approved	Yes
Form	DELETION OF ENDORSEMENT	Approved	Yes
Form	EXTENDED REPORTING PERIOD ACCEPTANCE	Approved	Yes
Form	INDEMNITY AGREEMENT FOR EVIDENCING A REDUCED DEDUCTIBLE AMOUNT - CONTRACT SPECIFIC	Approved	Yes
Form	INDEMNITY AGREEMENT FOR EVIDENCING A REDUCED DEDUCTIBLE AMOUNT – BLANKET	Approved	Yes
Form	REDUCED DEDUCTIBLE AMOUNT – PROJECT SPECIFIC	Approved	Yes
Form	RELIANCE ON ANOTHER INSURANCE COMPANY’S APPLICATION	Approved	Yes
Form	RESIDENTIAL SUBLIMIT	Approved	Yes
Form	RETROACTIVE DATE PER NAMED INSURED	Approved	Yes
Form	WORLDWIDE INDEMNITY	Approved	Yes
Form	PROJECT SPECIFIC EXCESS	Approved	Yes
Form	INDIVIDUAL NOTICE OF CANCELLATION	Approved	Yes

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Form	INDIVIDUAL RETIREMENT	Approved	Yes
Form	POLICY PERIOD EXTENSION	Approved	Yes
	ENDORSEMENT		
Form	PREMIUM PAYMENT PLAN	Approved	Yes
	ENDORSEMENT		
Form	PROFESSIONAL SERVICES –	Approved	Yes
	SCHEDULED		
Form	PROJECT-SPECIFIC RETROACTIVE	Approved	Yes
	DATE		
Form	INCLUDED PROFESSIONAL SERVICES	Approved	Yes
Form	ASBESTOS ABATEMENT EXCLUSION	Approved	Yes
Form	CONSTRUCTION MANAGEMENT	Approved	Yes
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Form	ENTITY(IES) EXCLUSION	Approved	Yes
Form	EXCLUDED PROFESSIONAL	Approved	Yes
	SERVICES		
Form	EXCLUSION RELATING TO SPECIFIED	Approved	Yes
	WRONGFUL ACTS		
Form	SPECIFIC PROJECT EXCLUSION	Approved	Yes
Form	TERRORISM EXCLUSION	Approved	Yes
Form	WAR AND CIVIL WAR EXCLUSION	Approved	Yes
Form	WORLDWIDE COVERAGE –	Approved	Yes
	U.S./CANADA JURISDICTION		
Form	LOANED EMPLOYEE EXCLUSION	Approved	Yes
Form	APPLICATION FOR ARCHITECTS &	Approved	Yes
	ENGINEERS		
Form	ARKANSAS CHANGES		Yes

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Disposition

Disposition Date: 11/19/2008

Effective Date (New): 11/19/2008

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: CATL-125892401 State: Arkansas
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form (revised)	PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS POLICY DECLARATIONS	Approved	Yes
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Form	EXTENDED REPORTING PERIOD ACCEPTANCE	Approved	Yes
Form	INDEMNITY AGREEMENT FOR EVIDENCING A REDUCED DEDUCTIBLE AMOUNT - CONTRACT SPECIFIC	Approved	Yes
Form	INDEMNITY AGREEMENT FOR EVIDENCING A REDUCED DEDUCTIBLE AMOUNT – BLANKET	Approved	Yes
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Form	RELIANCE ON ANOTHER INSURANCE COMPANY’S APPLICATION	Approved	Yes
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Form	INDIVIDUAL RETIREMENT	Approved	Yes
Form	POLICY PERIOD EXTENSION	Approved	Yes
	ENDORSEMENT		
Form	PREMIUM PAYMENT PLAN	Approved	Yes
	ENDORSEMENT		
Form	PROFESSIONAL SERVICES –	Approved	Yes
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Form	PROJECT-SPECIFIC RETROACTIVE	Approved	Yes
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Form	INCLUDED PROFESSIONAL SERVICES	Approved	Yes
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Form	CONSTRUCTION MANAGEMENT	Approved	Yes
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Form	ENTITY(IES) EXCLUSION	Approved	Yes
Form	EXCLUDED PROFESSIONAL	Approved	Yes
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Form	EXCLUSION RELATING TO SPECIFIED	Approved	Yes
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Form	WAR AND CIVIL WAR EXCLUSION	Approved	Yes
Form	WORLDWIDE COVERAGE –	Approved	Yes
	U.S./CANADA JURISDICTION		
Form	LOANED EMPLOYEE EXCLUSION	Approved	Yes
Form	APPLICATION FOR ARCHITECTS &	Approved	Yes
	ENGINEERS		
Form	ARKANSAS CHANGES		Yes

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Amendment Letter

Amendment Date:
 Submitted Date: 12/10/2008

Comments:

This filing is being amended to add amendatory endorsement, DPAE 117 1108 as a result of state question on the rate/rule filing for this program. Please refer to SERFF Tr Num: CATL-125892402 for additional information.

Sincerely,
 Diane Lichorobiec

Changed Items:

Form Schedule Item Changes:

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
ARKANSAS DPAE 117 CHANGES	1108	1108	Endorsement/Amendment/Conditions	New			0	DPAE 117 1108.pdf

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Liability
Product Name: Architects & Engineers Practice Policy
Project Name/Number: Architects & Engineers Practice Policy/08-OL-PL003-CW-AR-F

Note To Reviewer

Created By:

Diane Lichorobiec on 12/10/2008 11:39 AM

Last Edited By:

Diane Lichorobiec

Submitted On:

12/10/2008 11:39 AM

Subject:

Request to Reopen

Comments:

Dear Llyweyia,

I just spoke to Edith Roberts regarding the rate/rule filing that is associated with this program. Ms. Robert's requested that we amend the policy and in response to that request it was necessary to do an amendatory endorsement, DPAE 117 1108. Please refer to SERFF Tr Num: CATL-125892402 for additional information. We request to have this filing reopened so we can add DPAE 117 1108.

Please contact me at 215.446.9136 if you have any questions or need additional information.

Sincerely,

Diane Lichorobiec

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 Product Name: Architects & Engineers Practice Policy
 Project Name/Number: Architects & Engineers Practice Policy/08-OL-PL003-CW-AR-F

Amendment Letter

Amendment Date:
 Submitted Date: 12/03/2008

Comments:

Dear Llyweyia,

We just noticed that there was an error in form DPAE 002 0908. Attached is the revised declarations page. We apologize for any confusion our error has caused your office.

Thank you,
 Diane Lichorobiec

Changed Items:

Form Schedule Item Changes:

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS POLICY DECLARATIONS	DPAE 002 0908	0908	Declarations/Schedule	Replaced			0	DPAE 002 0908.pdf

SERFF Tracking Number: *CATL-125892401* *State:* *Arkansas*
Filing Company: *Catlin Insurance Company, Inc.* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *08-OL-PL003-CW-AR-F*
TOI: *17.1 Other Liability - Claims Made Only* *Sub-TOI:* *17.1019 Professional Errors & Omissions Liability*

Product Name: *Architects & Engineers Practice Policy*
Project Name/Number: *Architects & Engineers Practice Policy/08-OL-PL003-CW-AR-F*

Note To Filer

Created By:

Llyweyia Rawlins on 12/03/2008 08:20 AM

Last Edited By:

Llyweyia Rawlins

Submitted On:

12/03/2008 08:20 AM

Subject:

Error on Declaration Page DPAE 002 0908

Comments:

Hello Diane

We need a copy of the revised declaration page on this filing. I will reopen the filing so you can attach it.

Thank You

Llyweyia Rawlins

SERFF Tracking Number: *CATL-125892401* *State:* *Arkansas*
Filing Company: *Catlin Insurance Company, Inc.* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *08-OL-PL003-CW-AR-F*
TOI: *17.1 Other Liability - Claims Made Only* *Sub-TOI:* *17.1019 Professional Errors & Omissions Liability*

Product Name: *Architects & Engineers Practice Policy*
Project Name/Number: *Architects & Engineers Practice Policy/08-OL-PL003-CW-AR-F*

Note To Reviewer

Created By:

Diane Lichorobiec on 12/02/2008 03:21 PM

Last Edited By:

Diane Lichorobiec

Submitted On:

12/02/2008 03:21 PM

Subject:

Error on Declarations Page, DPAE 002 0908

Comments:

Dear Llyweyia,

In reviewing the approved Declaration Page (DPAE 002 0908), we noticed that we erroneously included the names and addresses of our non-admitted companies (Catlin Specialty Insurance Company, Catlin Insurance Company (UK) Ltd., and Syndicate 2003 at Lloyds) in lieu of our admitted company (Catlin Insurance Company, Inc.). We have corrected the information on our Declarations Page which is populated automatically during policy issuance. No policies have been issued with the incorrect information.

We ask that you update your records to reflect this change.

Than you,

Diane Lichorobiec

SERFF Tracking Number: CATL-125892401 State: Arkansas
 Filing Company: Catlin Insurance Company, Inc. State Tracking Number: EFT \$50
 Company Tracking Number: 08-OL-PL003-CW-AR-F
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
 Product Name: Architects & Engineers Practice Policy
 Project Name/Number: Architects & Engineers Practice Policy/08-OL-PL003-CW-AR-F

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONAL S POLICY DECLARATIONS	DPAE 0020908	0908	Declaration Replaced s/Schedule	Replaced Form #:0.00 Previous Filing #:		DPAE 0020908.pdf
Approved	PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONAL S	DPAE 0500908	0908	Policy/Coverage New Form		0.00	DPAE 0500908.pdf
Approved	ADDITIONAL INSURED(S)	DPAE 4000908	0908	Endorsement/Amendment/Conditions		0.00	DPAE 4000908.pdf
Approved	ADDITIONAL INSURED SCHEDULED	DPAE 4010908	0908	Endorsement/Amendment/Conditions		0.00	DPAE 4010908.pdf
Approved	AGGREGATE DEDUCTIBLE AMOUNT - MAINTENANCE	DPAE 4020908	0908	Endorsement/Amendment/Conditions		0.00	DPAE 4020908.pdf
Approved	AMENDMENT OF EXCLUSIONS	DPAE 4030908	0908	Endorsement/Amendment/Conditions		0.00	DPAE 4030908.pdf

SERFF Tracking Number: CATL-125892401 State: Arkansas
 Filing Company: Catlin Insurance Company, Inc. State Tracking Number: EFT \$50
 Company Tracking Number: 08-OL-PL003-CW-AR-F
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
 Product Name: Architects & Engineers Practice Policy
 Project Name/Number: Architects & Engineers Practice Policy/08-OL-PL003-CW-AR-F

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Approved	AMENDMENT OF LIMITS OF LIABILITY AND DEDUCTIBLES	DPAE 404 0908	Endorsement/Amendment/Conditions	0.00	DPAE 404 0908.pdf
Approved	AMENDMENT OF SUPPLEMENTAL COVERAGES	DPAE 405 0908	Endorsement/Amendment/Conditions	0.00	DPAE 405 0908.pdf
Approved	AMENDMENT OF ADDRESS	DPAE 406 0908	Endorsement/Amendment/Conditions	0.00	DPAE 406 0908.pdf
Approved	AMENDMENT OF DEDUCTIBLE - TERM	DPAE 407 0908	Endorsement/Amendment/Conditions	0.00	DPAE 407 0908.pdf
Approved	AMENDMENT OF DEDUCTIBLE – MIDTERM	DPAE 408 0908	Endorsement/Amendment/Conditions	0.00	DPAE 408 0908.pdf
Approved	AMENDMENT OF LIMIT OF LIABILITY – INCREASE MIDTERM	DPAE 409 0908	Endorsement/Amendment/Conditions	0.00	DPAE 409 0908.pdf
Approved	AMENDMENT OF LIMIT OF LIABILITY - TERM	DPAE 410 0908	Endorsement/Amendment/Conditions	0.00	DPAE 410 0908.pdf
Approved	AMENDMENT OF LIMIT OF LIABILITY – DECREASE MIDTERM	DPAE 411 0908	Endorsement/Amendment/Conditions	0.00	DPAE 411 0908.pdf
Approved	AMENDMENT OF NAMED	DPAE 412 0908	Endorsement/Amendment	0.00	DPAE 412 0908.pdf

SERFF Tracking Number: CATL-125892401 State: Arkansas
 Filing Company: Catlin Insurance Company, Inc. State Tracking Number: EFT \$50
 Company Tracking Number: 08-OL-PL003-CW-AR-F
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Architects & Engineers Practice Policy
 Project Name/Number: Architects & Engineers Practice Policy/08-OL-PL003-CW-AR-F

INSURED	ent/Condi ons
Approved AMENDMENT OF POLICY PERIOD DPAAE 4130908 0908	Endorseme New nt/Amendm ent/Condi ons 0.00 DPAAE 413 0908.pdf
Approved BLANK ENDORSEMENT DPAAE 4140908 0908	Endorseme New nt/Amendm ent/Condi ons 0.00 DPAAE 414 0908.pdf
Approved CANCELLATION ENDORSEMENT – PRO-RATA DPAAE 4150908 0908	Endorseme New nt/Amendm ent/Condi ons 0.00 DPAAE 415 0908.pdf
Approved CANCELLATION ENDORSEMENT DPAAE 4160908 0908	Endorseme New nt/Amendm ent/Condi ons 0.00 DPAAE 416 0908.pdf
Approved CANCELLATION ENDORSEMENT -SHORT RATE DPAAE 4170908 0908	Endorseme New nt/Amendm ent/Condi ons 0.00 DPAAE 417 0908.pdf
Approved CONTRACTUAL LIABILITY ENDORSEMENT – POLICY DPAAE 4180908 0908	Endorseme New nt/Amendm ent/Condi ons 0.00 DPAAE 418 0908.pdf
Approved COVERAGE LIMITED TO PRIOR ACTS DPAAE 4190908 0908	Endorseme New nt/Amendm ent/Condi ons 0.00 DPAAE 419 0908.pdf
Approved DEDUCTIBLE – FIRST DOLLAR DEFENSE DPAAE 4200908 0908	Endorseme New nt/Amendm ent/Condi ons 0.00 DPAAE 420 0908.pdf
Approved DEDUCTIBLE – SHARED EXPENSE DPAAE 4210908 0908	Endorseme New nt/Amendm ent/Condi ons 0.00 DPAAE 421 0908.pdf

SERFF Tracking Number: CATL-125892401 State: Arkansas
 Filing Company: Catlin Insurance Company, Inc. State Tracking Number: EFT \$50
 Company Tracking Number: 08-OL-PL003-CW-AR-F
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Architects & Engineers Practice Policy
 Project Name/Number: Architects & Engineers Practice Policy/08-OL-PL003-CW-AR-F

Approval	Description	Code	Policy Description	Amount	Attachment
Approved	DEDUCTIBLE GAP REIMBURSEMENT – NO DEFENSE OBLIGATION	DPAE 4220908	Endorsement/Amendment/Conditions	0.00	DPAE 4220908.pdf
Approved	DELETION OF ENDORSEMENT	DPAE 4230908	Endorsement/Amendment/Conditions	0.00	DPAE 4230908.pdf
Approved	EXTENDED REPORTING PERIOD ACCEPTANCE	DPAE 4240908	Endorsement/Amendment/Conditions	0.00	DPAE 4240908.pdf
Approved	INDEMNITY AGREEMENT FOR EVIDENCING A REDUCED DEDUCTIBLE AMOUNT - CONTRACT SPECIFIC	DPAE 4250908	Endorsement/Amendment/Conditions	0.00	DPAE 4250908.pdf
Approved	INDEMNITY AGREEMENT FOR EVIDENCING A REDUCED DEDUCTIBLE AMOUNT – BLANKET	DPAE 4260908	Endorsement/Amendment/Conditions	0.00	DPAE 4260908.pdf
Approved	REDUCED DEDUCTIBLE AMOUNT – PROJECT SPECIFIC	DPAE 4270908	Endorsement/Amendment/Conditions	0.00	DPAE 4270908.pdf

SERFF Tracking Number: CATL-125892401 State: Arkansas
 Filing Company: Catlin Insurance Company, Inc. State Tracking Number: EFT \$50
 Company Tracking Number: 08-OL-PL003-CW-AR-F
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Architects & Engineers Practice Policy
 Project Name/Number: Architects & Engineers Practice Policy/08-OL-PL003-CW-AR-F

Approved	RELIANCE ON ANOTHER INSURANCE COMPANY'S APPLICATION	DPAE 4280908	Endorsement/Amendment/Conditions	0.00	DPAE 4280908.pdf
Approved	RESIDENTIAL SUBLIMIT	DPAE 4290908	Endorsement/Amendment/Conditions	0.00	DPAE 4290908.pdf
Approved	RETROACTIVE DATE PER NAMED INSURED	DPAE 4300908	Endorsement/Amendment/Conditions	0.00	DPAE 4300908.pdf
Approved	WORLDWIDE INDEMNITY	DPAE 4310908	Endorsement/Amendment/Conditions	0.00	DPAE 4310908.pdf
Approved	PROJECT SPECIFIC EXCESS	DPAE 4320908	Endorsement/Amendment/Conditions	0.00	DPAE 4320908.pdf
Approved	INDIVIDUAL NOTICE OF CANCELLATION	DPAE 4330908	Endorsement/Amendment/Conditions	0.00	DPAE 4330908.pdf
Approved	INDIVIDUAL RETIREMENT	DPAE 4340908	Endorsement/Amendment/Conditions	0.00	DPAE 4340908.pdf
Approved	POLICY PERIOD EXTENSION ENDORSEMENT	DPAE 4350908	Endorsement/Amendment/Conditions	0.00	DPAE 4350908.pdf
Approved	PREMIUM PAYMENT PLAN ENDORSEMENT	DPAE 4360908	Endorsement/Amendment/Conditions	0.00	DPAE 4360908.pdf

SERFF Tracking Number: CATL-125892401 State: Arkansas
 Filing Company: Catlin Insurance Company, Inc. State Tracking Number: EFT \$50
 Company Tracking Number: 08-OL-PL003-CW-AR-F
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Architects & Engineers Practice Policy
 Project Name/Number: Architects & Engineers Practice Policy/08-OL-PL003-CW-AR-F

Approved	PROFESSIONAL SERVICES – SCHEDULED	DPAE 437 0908	Endorsement/Amendment/Conditions	New	0.00	DPAE 437 0908.pdf
Approved	PROJECT-SPECIFIC RETROACTIVE DATE	DPAE 438 0908	Endorsement/Amendment/Conditions	New	0.00	DPAE 438 0908.pdf
Approved	INCLUDED PROFESSIONAL SERVICES	DPAE 439 0908	Endorsement/Amendment/Conditions	New	0.00	DPAE 439 0908.pdf
Approved	ASBESTOS ABATEMENT EXCLUSION	DPAE 600 0908	Endorsement/Amendment/Conditions	New	0.00	DPAE 600 0908.pdf
Approved	CONSTRUCTION MANAGEMENT EXCLUSION	DPAE 601 0908	Endorsement/Amendment/Conditions	New	0.00	DPAE 601 0908.pdf
Approved	ENTITY(IES) EXCLUSION	DPAE 602 0908	Endorsement/Amendment/Conditions	New	0.00	DPAE 602 0908.pdf
Approved	EXCLUDED PROFESSIONAL SERVICES	DPAE 603 0908	Endorsement/Amendment/Conditions	New	0.00	DPAE 603 0908.pdf
Approved	EXCLUSION RELATING TO SPECIFIED WRONGFUL ACTS	DPAE 604 0908	Endorsement/Amendment/Conditions	New	0.00	DPAE 604 0908.pdf
Approved	SPECIFIC PROJECT EXCLUSION	DPAE 605 0908	Endorsement/Amendment/Conditions	New	0.00	DPAE 605 0908.pdf

SERFF Tracking Number: CATL-125892401 State: Arkansas
 Filing Company: Catlin Insurance Company, Inc. State Tracking Number: EFT \$50
 Company Tracking Number: 08-OL-PL003-CW-AR-F
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Architects & Engineers Practice Policy
 Project Name/Number: Architects & Engineers Practice Policy/08-OL-PL003-CW-AR-F

Approved	TERRORISM EXCLUSION	DPAE 6060908	Endorsement/Amendment/Conditions	0.00	DPAE 6060908.pdf
Approved	WAR AND CIVIL WAR EXCLUSION	DPAE 6070908	Endorsement/Amendment/Conditions	0.00	DPAE 6070908.pdf
Approved	WORLDWIDE COVERAGE – U.S./CANADA JURISDICTION	DPAE 6080908	Endorsement/Amendment/Conditions	0.00	DPAE 6080908.pdf
Approved	LOANED EMPLOYEE EXCLUSION	DPAE 6090908	Endorsement/Amendment/Conditions	0.00	DPAE 6090908.pdf
Approved	APPLICATION FOR ARCHITECTS & ENGINEERS	DPAE A000908	Application/ New Binder/Enrollment		DPAE A000908.pdf
	ARKANSAS CHANGES	DPAE 1171108	Endorsement/Amendment/Conditions	0.00	DPAE 1171108.pdf

**PROFESSIONAL AND POLLUTION
LIABILITY POLICY FOR DESIGN
PROFESSIONALS
POLICY DECLARATIONS**



Policy No.:	Renewal of Policy No.:
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NOTICE: THIS IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS PROVISIONS, THIS POLICY APPLIES ONLY TO CLAIMS WHICH ARE BOTH FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND FIRST REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD OR WITHIN 60 DAYS AFTER THE END OF THE POLICY PERIOD SHOWN IN THE DECLARATIONS UNLESS AN OPTIONAL EXTENSION PERIOD APPLIES. CLAIM EXPENSES ARE INCLUDED WITHIN AND REDUCE THE LIMIT OF LIABILITY, AND ARE SUBJECT TO ANY DEDUCTIBLE.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

INSURING COMPANY	UNDERWRITING OFFICE	PRODUCER
<input checked="" type="checkbox"/> Catlin Insurance Company, Inc. 1330 Post Oak Boulevard, Suite 2325 Houston, TX 77056	Catlin, Inc. 1990 N. California Boulevard Suite 230 Walnut Creek, CA 94596	

Terms appearing in **bold** are defined in the Policy.

Item 1. Named Insured: Principal Address:	
Item 2. Policy Period: Effective Date: at 12:01 a.m. (local time at the address stated in Item 1.) Expiration Date: at 12:01 a.m. (local time at the address stated in Item 1.)	
Item 3. Limits of Liability: A. per claim \$ B. in the aggregate \$	
Item 4. Deductible Amount: A. per claim \$ B. in the aggregate \$	
Item 5. Retroactive Date:	
Item 6. Premium: \$	
Item 7. Notices to the Company:	
<u>Claims:</u> Claim Manager Catlin Design Professional 1990 N. California Boulevard., Suite 230 Walnut Creek, CA 94596	<u>All Other Notices:</u> Underwriting Manager Catlin Design Professional 1990 N. California Boulevard., Suite 230 Walnut Creek, CA 94596

Item 8. Endorsements Applicable to Coverage at Inception of Policy:

THESE DECLARATIONS, TOGETHER WITH THE COMPLETED AND SIGNED APPLICATION FOR THIS POLICY, ALL MATERIALS SUBMITTED THEREWITH OR MADE A PART THEREOF AND THE POLICY FORM ATTACHED HERETO, CONSTITUTE THE POLICY.

This Policy shall not be valid unless also signed by another duly authorized representative of the Company.

Countersigned:	By:
Date:	Authorized Representative: Thomas M. Bonggi

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS



NOTICE: THIS IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS PROVISIONS, THIS POLICY APPLIES ONLY TO CLAIMS WHICH ARE BOTH FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND FIRST REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD OR WITHIN 60 DAYS AFTER THE END OF THE POLICY PERIOD SHOWN IN THE DECLARATIONS UNLESS AN OPTIONAL EXTENSION PERIOD APPLIES. CLAIM EXPENSES ARE INCLUDED WITHIN AND REDUCE THE LIMIT OF LIABILITY, AND ARE SUBJECT TO ANY DEDUCTIBLE.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

Words and phrases that appear in bold print have special meanings that are defined in Section III., **DEFINITIONS**.

In consideration of the payment of the premium, and in reliance upon the statements made in the application, which is incorporated into this policy and forms a part hereof, the Insuring Company identified in the Declarations, herein called the "Company," agrees with the **Named Insured** as follows:

I. INSURING AGREEMENT

The Company will pay on behalf of the **Insured** all sums in excess of the deductible that the **Insured** becomes legally obligated to pay as **damages** and **claims expenses** as a result of a **wrongful act** or **pollution condition** anywhere in the world, provided that:

- A.** The **claim** arising out of the **wrongful act** or **pollution condition** must first be made against the **Insured** during the **policy period** or any applicable **optional extension period**. A **claim** is considered first made when the **Insured** receives notice of the **claim** or when the **Insured** reports a circumstance in accordance with Section VII.B., Reporting A Circumstance;
- B.** The **claim** must be first reported in writing to the Company in accordance with Section VII., Reporting, during the **policy period** or within 60 days after either the end of the **policy period** or the end of the **optional extension period**, if one applies;
- C.** The **wrongful act** or **pollution condition** occurred on or after the Retroactive Date in Item 5. in the Declarations; and
- D.** No **Named Insured**, or officer, director, principal, partner, or insurance manager of a **Named Insured**, had a basis to believe, as of the inception of the policy, that any **wrongful act** or **pollution condition** asserted in the **claim** might reasonably be expected to be the basis of a **claim**.

One or more **claims** arising out of one or more acts, errors or omissions, or a series thereof, that are logically or causally related will be treated as a single **claim** that was first made on the date the earliest such **claim** was first made. Only one per **claim** deductible and only one per **claim** limit of liability will apply to multiple **claims** treated as a single **claim** under this provision.

II. SUPPLEMENTAL COVERAGES

All payments provided for in this section shall not be subject to any deductible and are in addition to the limits of liability.

A. Named Insured's Reimbursement

Upon written request by the **Named Insured**, the Company will reimburse the **Named Insured** up to \$400 a day, subject to a maximum of \$10,000 per **claim**, for the **Named Insured's** actual loss of earnings for attendance, at the Company's written request, of any **Insured** at a trial, hearing, or deposition involving a **claim** against any **Insured**.

B. Free Claim Prevention Services

At its sole discretion and expense, the Company will pay for all costs and expenses the Company incurs in investigating a circumstance reported by the **Insured** in accordance with Section VII.B., Reporting A Circumstance, until the date a **claim** arising out of that circumstance is made.

C. Licensing or Regulatory Board Proceedings Reimbursement.

Upon written request made by the **Insured** during the **policy period**, the Company will reimburse the **Insured** up to a maximum of \$25,000 per **policy period** for reasonable and necessary fees and expenses subsequently incurred by counsel in responding to an investigation, disciplinary hearing or administrative action brought directly against the **Insured** by or before a state licensing or regulatory board, provided that the proceeding is first commenced against the **Insured** during the **policy period** and concerns the performance of the **Insured's professional services**.

D. ADA, FHA and OSHA Proceedings Reimbursement.

Upon written request made by the **Insured** during the **policy period**, the Company will reimburse the **Insured** up to a maximum of \$25,000 per **policy period** for reasonable and necessary fees and expenses subsequently incurred by counsel in responding to a regulatory or administrative action brought directly against the **Insured** by a government agency under the Americans With Disabilities Act, the Fair Housing Act or the Occupational Safety and Health Act, provided that the action is first commenced against the **Insured** during the **policy period** and concerns the **Insured's professional services**.

E. Peer Review Reimbursement

Upon written request made by the **Named Insured** during the **policy period**, the Company will reimburse the **Named Insured** for half the cost of a peer review program, subject to a maximum of \$2,500 per **policy period** for all such programs, conducted by a qualified national professional society such as the American Institute of Architects or the American Council of Engineering Companies.

III. DEFINITIONS

A. Claim means a demand for money or services, naming the **Insured**, and alleging a **wrongful act** or **pollution condition**.

B. Claim expenses means all reasonable and necessary fees, costs, and expenses incurred in the investigation, adjustment, defense and appeal of a **claim**, if incurred by the Company, by an attorney designated by the Company, or by the **Insured** with the Company's written consent. Such amounts may include premiums on appeal bonds, attachment bonds or any similar bonds; however, the Company is not obligated to apply for, secure or furnish any such bond.

Claim expenses do not include the salaries of Company or **Insured** management or personnel, or the fees of independent adjusters. Amounts incurred for settlement or resolution of a **claim** are not **claim expenses**.

- C. **Clean up costs** means expenses incurred in the removal or remediation of soil, surface water, groundwater, or other contamination, resulting from a **pollution condition**.
- D. **Damages** means any compensatory sum the **Insured** is legally obligated to pay as a result of a **wrongful act** or **pollution condition**. **Damages** includes **clean up costs**. Where permitted by law, **damages** includes punitive or exemplary damages and the multiple portion of any multiplied award. **Damages** also includes liquidated damages, but only to the extent of liability the **Insured** would have had in the absence of the agreement for liquidated damages.

Damages does not include: fines, taxes or penalties imposed on the **Insured**; any return, withdrawal or reduction in professional fees; any equitable obligation, including restitution, disgorgement, or the costs of complying with injunctive relief; or the time and expense incurred by the **Insured** in addressing or resolving a **claim** or circumstance.

- E. **Insured** means the **Named Insured** and:

1. Any past or present partner, principal, officer, director, stockholder, regular or temporary employee, or member of the **Named Insured**, while acting within the scope of their duties as such, including any leased personnel under the **Named Insured's** direct supervision;
2. A retired partner, principal, officer, director, stockholder, employee or member of the **Named Insured**, while acting within the scope of their duties as a consultant for the **Named Insured**;
3. The estate, heirs, executors, administrators, assigns and legal representatives of any **Named Insured** or other **Insured** under paragraph 1. above, in the event of death, incapacity or bankruptcy, or the spouse or legal domestic partner of any **Named Insured** or **Insured** under paragraph 1. above, but only to the extent the liability of such **Named Insured** or **Insured** is covered under this policy;
4. Any entity newly formed or acquired by the **Named Insured** during the **policy period** in which the **Named Insured** has more than 50% legal or beneficial interest. However:
 - a. The Company will only provide coverage for **claims** arising out **professional services** performed on or after the date of formation or acquisition;
 - b. This coverage will expire within 90 days of such formation or acquisition or the end of the **policy period**, whichever is earlier, unless the **Named Insured** provides the Company written details of such newly formed or acquired entity to the Insurer and pays the additional premium requested by the Company, if any.
5. Any **Named Insured** with regard to its participation in a legal entity, including a joint venture, but solely for the **Named Insured's** legal liability for the performance of **professional services** by the respective legal entity or joint venture. **Insured** does not include the legal entity itself, the joint venture itself or any other entity that is part of either the legal entity or joint venture.

- F. **Mediation** means the non-binding facilitation by a neutral third party of **claim** resolution.
- G. **Named Insured** means the persons or entities specified in Item 1. in the Declarations.
- H. **Optional extension period** means the period of time after the end of the **policy period** in which a **claim**, resulting from a **wrongful act** or **pollution condition** that occurred prior to the end of the **policy period**, may be reported to the Company.
- I. **Policy period** means the period of time from the Effective Date shown in Item 2. in the Declarations to the earliest of the termination, expiration or cancellation of the policy.
- J. **Pollution condition** means an alleged or actual discharge, dispersal, release, seepage, migration or escape of smoke, soot, fumes, acids, alkalis, toxic chemicals, asbestos, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, resulting from the performance of **professional services** for others by the **Insured** or by any entity or person for whom the **Insured** is legally liable. Waste includes materials to be recycled, reconditioned or reclaimed.
- K. **Professional services** means those services that the **Insured** is legally qualified to perform for others in the **Insured's** capacity as an architect, engineer, land surveyor, landscape architect, construction manager, planner, interior designer, scientist, technical consultant, expert witness or as defined by endorsement to the policy.

Professional services includes ordinary technology services provided for others in the course of **professional services** described above. Such technology services include the design, development, programming, analysis, training, use, hosting, management, support and maintenance of any software, database, internet service, or website; such technology services do not include the supplying of software or other technology or electronic products (other than software sold or supplied to by the **Insured** to its client in connection with the **Insured's** provision of other **professional services** for that client), or any services with respect to computer or telecommunications hardware.

Professional services also includes services rendered pro bono for others or in the course of professional peer review for others.

- L. **Wrongful act** means an alleged or actual act, error, or omission in the performance of **professional services** for others by the **Insured** or by any entity or person for whom the **Insured** is legally liable.

IV. EXCLUSIONS

This insurance shall not apply to and the Company will not defend or pay under this policy for **damages** or **claim expenses** arising out of:

- A. Any dishonest, fraudulent, intentionally wrongful, criminal or malicious act, error or omission committed by or at the direction of any **Insured**. However, this exclusion shall not apply to the Company's obligation to defend or pay **claim expenses**, or to any **Insured** who did not commit, participate in or have knowledge of any conduct described in this exclusion.
- B. Any **Insured's** alleged liability under any contract, agreement or express warranty or guarantee, except where such liability would have existed in the absence of such contract or agreement.

- C. The design or manufacture of any goods or products which are sold or supplied by any **Insured** or by others under license from any **Insured**. This exclusion does not apply to software sold or supplied by the **Insured** to its client in connection with the **Insured's** provision of other **professional services** for that client.
- D. Actual construction, including but not limited to performing construction, erection, fabrication, installation, assembly, manufacture, demolition, dismantling, drilling, excavation, dredging, remediation, or supplying of equipment, parts, or materials (other than furnishings in course of interior design services). However, this exclusion will not apply to such actions performed in the course of sampling or testing procedures necessary for other **professional services** otherwise insured by this insurance.
- E. A **claim** made by any person or entity (or any partner, principal, officer, director, stockholder, or employee of such entity):
 - 1. That is an **Insured**;
 - 2. That any **Insured** operates, manages, or controls;
 - 3. That operates, manages, controls, or wholly or partly owns any **Insured**; or
 - 4. In which any **Insured** has a legal or beneficial interest in excess of 49%.
- F. Any **Insured's** employment obligations, decisions, practices or policies as an employer, including but not limited to, any **claim** under any worker's compensation, unemployment compensation, employee benefits, or disability benefits law or similar law.
- G. Actual or alleged discrimination, humiliation, harassment or misconduct, including but not limited to that which is based on an individual's race, religion, color, gender, sexual preference or orientation, national origin, age, disability, or marital status. This exclusion does not apply to an otherwise covered **claim** brought under the Americans with Disabilities Act or the Fair Housing Act, or any similar state or local law or ordinance.
- H. Any risk that would be in violation of the laws of the United States including, but not limited to, U.S. economic or trade sanction laws or export control laws administered by the U.S. Treasury, State, and Commerce Departments (e.g., the economic and trade sanctions administered by the U.S. Treasury Office of Foreign Assets Control).

V. LIMITS OF LIABILITY AND DEDUCTIBLES

A. Limits of Liability

- 1. Subject to paragraph 2. below, the per **claim** limit of liability shown under Item 3.A. in the Declarations is the maximum amount the Company will pay for the sum of **damages** and **claim expenses** for each single **claim** first made during the **policy period**.
- 2. The aggregate limit of liability shown under Item 3.B. in the Declarations is the maximum amount the Company will pay for the sum of **damages** and **claim expenses** for all **claims** first made during the **policy period**.

B. Deductibles

- 1. Subject to paragraph 2. below, the **Named Insured** must pay the per **claim** deductible shown under Item 4.A. in the Declarations for the sum of **damages**

and **claim expenses** covered under the policy for each single **claim** first made during the **policy period** before the Company has any obligation to pay **damages** or **claims expenses** for that **claim**. If the **Named Insured** does not pay the deductible, any other **Insured** may pay the deductible to satisfy this obligation.

2. The aggregate deductible shown under Item 4.B. in the Declarations, if any, is the maximum amount of total deductibles the **Named Insured** is obligated to pay for all **claims** first made during the **policy period**.
3. **Mediation and Risk Management Credit:** The deductible obligation of the **Named Insured** for a **claim** may be reduced in one of the following two ways:
 - a. If the Company and the **Insured** had agreed beforehand to attempt to resolve the **claim** at **mediation** and if the Company and the **Insured** resolve the **claim** by such **mediation**, the **Named Insured's** deductible obligation for such **claim** will be reduced by 50% subject to a maximum reduction of \$25,000; or
 - b. If the **Named Insured** provides the Company a written agreement for the **professional services** at issue with respect to the **claim** that was fully executed prior to performance of such services and the **Insured** can demonstrate to the Company's reasonable satisfaction the existence of both of the following conditions, the **Named Insured's** deductible obligation for such **claim** will be reduced by 50% subject to a maximum reduction of \$25,000:
 - (1) The written agreement contains either (a) a limitation of the **Insured's** liability to no more than the larger of the fee for the **professional services** or \$100,000, or (b) a waiver of consequential damages provision in favor of the **Insured**; and
 - (2) Where the services of any other design professional, consultant, contractor or construction manager have been engaged by any **Insured** in the course of the **professional services** at issue with respect to the **claim**, prior to the performance of such services, the **Insured** either (a) entered into and preserved fully executed written agreements with each such provider of services; or (b) obtained and preserved certificates of insurance evidencing professional liability and general liability insurance from each such provider of services.

The potential credits provided for in this section are alternative, not cumulative, and only one reduction can apply for any single **claim**.

C. Number of Insureds, Claimants, or Claims

The fact that a claim is made against more than one **Insured** or is made by more than one claimant will not increase the applicable limit of liability or number of deductibles. The treatment of certain **claims** as a single **claim** under Section I., Insuring Agreement, governs what **claims** constitute a single **claim** under this policy, and is not affected by the number of **Insureds** or claimants involved in the **claim**.

VI. DEFENSE, SETTLEMENT, AND COOPERATION

A. Defense of the Claim

1. The Company has the right and duty to defend any **claim** against the **Insured** to which this insurance applies even if any of the allegations are groundless, false, or fraudulent. Defense counsel may be designated by the Company, or at the Company's option, by the **Insured** with the Company's written consent and subject to the Company's guidelines. The payment of **claim expenses** reduces the applicable limit of liability. The Company is not obligated to defend, or to continue to defend, any **claim** or to pay any **damages** or **claim expenses**, or any combination thereof, after any applicable limit of liability has been exhausted by payments.
2. In the event the **Insured** is entitled by law to retain independent counsel of its choosing to defend the **Insured** at the Company's expense and chooses to do so, the attorney fee component of **claims expenses** shall be limited to the average rate the Company actually pays to counsel it retains in the ordinary course of business in the defense of similar **claims** in the community where the **claim** is being defended. In addition, the Company may require that the independent counsel possess certain minimum qualifications, which may include that the selected counsel have (1) at least five years of civil litigation experience, including substantial experience defending the subject at issue in the **claim**, and (2) errors and omissions coverage. The **Insured** further agrees to require its independent counsel to provide the Company with information concerning the **claim** in a timely manner and to respond to the Company's requests for information concerning the **claim**. The **Insured** may, at any time, freely and fully waive any right to select independent counsel by a signed consent.

B. Consent to Settlement

The Company will not settle any **claim** without the **Named Insured's** written consent. If however, the **Named Insured** withholds consent to a settlement recommended by the Company, then:

1. The Company's liability for **damages** shall not exceed the amount for which the **claim** could have been so settled; and
2. The Company shall only be liable for 50% of **claim expenses** in excess of the deductible incurred after the date the requested consent was withheld, and the **Named Insured** shall be liable for the remaining 50% of **claim expenses** in excess of the deductible incurred after such date.

C. Duties of Insured

As a condition precedent to this insurance, in the event of a **claim** or reported circumstance:

1. The **Insured** shall promptly forward to the Company all documents that the **Insured** receives in connection with the **claim** or circumstance, and will direct all inquiries regarding the **claim** or circumstance to the Company or the attorney designated by the Company.
2. The **Insured** shall cooperate fully with the Company and its designees in the investigation, defense and settlement of any **claim** or circumstance, the conduct

of suit or any other proceeding, and in securing and enforcing any right of contribution, indemnity, or other recovery that the **Insured** may have; such cooperation includes but is not limited to, when requested, attending any proceedings, assisting in securing evidence and obtaining the attendance and testimony of witnesses, whether in a legal proceeding or in an examination by the Company; and such cooperation will be without charge to the Company, except as provided otherwise in Section II.A., Named Insured's Reimbursement.

3. The **Insured** shall not voluntarily make any payment, assume or admit any liability, settle, or incur any expense, without the prior written consent of the Company.
4. The **Insured** shall obtain the Company's written consent before exercising any right, assuming any obligation, or making any agreement, with respect to any dispute resolution mechanism or process, including but not limited to rejecting or demanding arbitration.

D. Fraud in Claim

If the **Insured** shall commit fraud in submitting of a **claim** or information with respect to a **claim**, as regards amount or otherwise, this insurance shall become void with respect to that **Insured** for such **claim** and for other **claims** from the date of the first fraudulent submission.

VII. REPORTING

A. Reporting a Claim

As a condition precedent to coverage under this insurance, in the event of a **claim**, the Insured must do the following:

1. Report the **claim** to the Company in writing as soon as reasonably possible during the **policy period**, or any applicable **optional extension period**, or within 60 days after the end of the **policy period**. Reporting should be sent to the Company at the address stated in Item 7. in the Declarations; and
2. Provide a copy of the **claim**, if in writing, and specify in the report the names and addresses of the **Insured** reporting the **claim** and the persons making a **claim** against the **Insured**, when the **claim** was made, and the **wrongful act** or **pollution condition** that is the subject of the **claim**, as well as any other relevant facts or allegations known to the **Insured**;

B. Reporting a Circumstance

If, during the **policy period**, the **Insured** becomes aware of a circumstance that may reasonably be expected to be the basis of a **claim** and if the **Insured**, during the **policy period**, provides the Company with a written report of the circumstance, to the address stated in Item 7. in the Declarations, containing:

1. When and how the **Insured** first became aware of such circumstance;
2. Any **wrongful act** or **pollution condition** asserted or believed to be at issue, and the **professional services** involved in the circumstance;
3. What happened and the dates and entities involved; and

4. The nature of any alleged or potential injury or **damages**;

then any **claim** that is subsequently made against the **Insured** arising out of such circumstance will be deemed to have been made on the date the Company received the written report of the circumstance.

VIII. CONDITIONS

A. First Named Insured As Sole Agent

The first **Named Insured** in Item 1. in the Declarations will be the sole agent and will act on behalf of all of the **Insureds** for the purpose of giving any notices, any amendments to or cancellation of the policy, for the completing of any applications and the making of any statements and representations, for the payment of premium and the receipt of any return premium that may become due under this policy, for the payment of the deductible and the exercising or declining to exercise any right under this policy, including the purchase of any **optional extension period**.

B. Subrogation

In the event of any payment of any **claim** under this policy, the Company will be subrogated in the amount of such payment to all of the **Insured's** rights of recovery against any person or organization. The **Insured** must do everything reasonably necessary to secure these rights and must do nothing after a **claim** is made to jeopardize them. The Company hereby waives such subrogation rights against any **Insured** under this policy, and also against the **Insured's** client to the extent that the **Insured** had, prior to the **claim** or circumstance, a written agreement to waive such rights.

C. Premium

All premium charges under this policy will be computed according to the rules, rates, and rating plans which apply at the Effective Date of the **policy period** stated in Item 2. in the Declarations.

D. Examination And Audit

If the Company requests, the **Insured** agrees to allow the Company to examine and audit the **Insured's** financial books and records. The Company may do this at any time during the **policy period** or up to three years after the end of the **policy period**.

E. Action Against The Company

No action may be brought against the Company concerning this policy unless, as a condition precedent to such action, the **Insured** has fully complied with all the terms of this policy, and the amount of the **Insured's** obligation to pay has been decided either by final judgment against the **Insured** after actual contested trial, or by written agreement among the **Insured**, the Company, and the claimant. No person or entity has any right under this policy to include the Company in any action against the **Insured** to determine the **Insured's** liability, nor will the Company be brought into such action by any **Insured** or any **Insured's** representative.

F. Bankruptcy Or Insolvency

The bankruptcy or insolvency of the **Insured** or the **Insured's** estate will not relieve the Company of any of its obligations under this policy.

G. Changes

None of the provisions of this policy will be waived, changed, or modified except by written endorsement issued by the Company to form a part of this policy. Notice to any agent of the Company or knowledge possessed by any such agent or any other person will not act as a waiver or change in any part of this policy and will not prevent the Company from asserting any rights under the provisions of this policy.

H. Assignment

The interests of the **Insured** under this policy may not be assigned without the Company's express written consent.

I. Other Insurance

This policy is excess over the deductible and any other valid and collectible insurance, self insurance, or indemnification agreement available to the **Insured**, whether such other insurance or agreement is stated to be primary, pro rata, contributory, excess, contingent, self-insured or otherwise, unless such other insurance is written specifically excess of this policy by reference in such other policy to the policy number in this policy's Declarations. When any other insurance has a duty to defend a **claim**, the Company will have no duty to defend the **claim**; if no such other insurance defends the **claim**, the Company will have the right but not the duty to defend the claim.

J. Cancellation/Nonrenewal

1. This policy may be cancelled by the first **Named Insured** by giving the Company written notice stating when, thereafter, such cancellation will be effective. If the first **Named Insured** cancels on any anniversary of the Effective Date of the **policy period** stated in Item 2. in the Declarations, the earned premium will be calculated on a pro rata basis. If the first **Named Insured** cancels on any other date, the unearned premium will be calculated on a standard short rate basis for the year of cancellation and on a pro rata basis for any subsequent year.
2. This policy may be cancelled by the Company for fraud, material misrepresentation or nonpayment of premium or may be nonrenewed by the Company for any reason by sending written notice to the first **Named Insured** at the last address known to the Company. The Company will provide written notice at least 60 days before cancellation or nonrenewal is to be effective, except for nonpayment of premium, in which case the Company will provide 10 days written notice prior to cancellation. The earned premium will be calculated on a pro rata basis.
3. Notice of cancellation or nonrenewal will state the effective date and, in the case of cancellation, the reason for cancellation. The **policy period** will end on that date. If notice is mailed, proof of mailing will be sufficient notice.

IX. OPTIONAL EXTENSION

- A.** If this Policy is cancelled or nonrenewed by the Company or by the **Named Insured** for any reason other than fraud, material misrepresentation, or nonpayment of premium, then the **Named Insured** designated in Item 1. of the Declarations shall have the right, upon payment of an additional premium set forth below, to an extension of the coverage granted by this policy with respect to any **claim** first made against any **Insured** and reported in writing to the Company during the period of time purchased after the end of

the **policy period** corresponding to the Additional Premium paid, but only with respect to any **wrongful act** or **pollution condition** occurring on or after the Retroactive Date designated in Item 5. of the Declarations and before the effective date of cancellation or nonrenewal. The offer of renewal terms, conditions or premiums different from those in effect prior to renewal shall not constitute a cancellation or nonrenewal for purposes of this provision.

The additional premium for the **optional extension period** shall be fully earned at inception and based upon the rates for such coverage in effect at the beginning of the **policy term** and shall be one (1) year at 100% of the annual premium; two (2) years at 150% of the annual premium; and three (3) years at 185% of the annual premium.

- B.** As a condition precedent to the right to purchase the **optional extension period**, the total premium for this policy must have been paid. The right to purchase the **optional extension period** shall terminate unless written notice together with full payment of the Additional Premium for the **optional extension period** is given to the Insurer within sixty (60) days after the effective date of cancellation or nonrenewal. If such notice and Additional Premium payment is not so given to the Company, there shall be no right to purchase the **optional extension period**.
- C.** In the event of the purchase of the **optional extension period**, the entire Additional Premium for the **optional extension period** shall be deemed earned at its commencement.
- D.** The limit of liability for the **optional extension period** shall be part of and not in addition to the limit of liability of the Company for the **policy period**.
- E.** The **optional extension period** will not apply to any pending **claim** or proceedings, any paid **claim**, any **professional services** rendered after the effective date of the **optional extension period** or **claims** that are covered under any subsequent insurance purchased by the **Insured**, or that would be covered by such insurance but for exhaustion of the limits of liability applicable to such **claims**.

X. LIBERALIZATION

If the Company adopts and files any revision to this form during the **policy period** that would broaden coverage without additional premium, the broadened coverage will apply to this policy as of the date the filed revision is effective in the state shown in the mailing address of the **Named Insured**, but it will not apply to **claims** that were first made prior to such effective date of the revision.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED(S)

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

It is understood and agreed that the following entities are included as an Additional **Insured(s)**, but solely as respects to liability arising out of **professional services** rendered by or on behalf of the **Named Insured(s)**.

ADDITIONAL INSURED(S)

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED SCHEDULED

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

It is understood and agreed that the following entity is included as Additional **Insured**, but solely as respects to liability arising out of **professional services** rendered by or on behalf of the **Named Insured(s)** under the following contract only:

Entity:

Contract:

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AGGREGATE DEDUCTIBLE AMOUNT - MAINTENANCE

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

It is understood and agreed that Item 4. Deductible Amount, in the Declarations is deleted in its entirety and replaced with the following:

Item 4: Deductible Amount:

- | | | |
|------|---|----------|
| 4.A. | per claim | \$ _____ |
| 4.B. | in the aggregate | \$ _____ |
| 4.C. | maintenance per additional claim | \$ _____ |

It is further understood and agreed that Part B.2. of Section V, **LIMITS OF LIABILITY AND DEDUCTIBLES**, is deleted in its entirety and replaced with the following:

- 2 Once the aggregate deductible amount shown under Item 4.B. in the Declarations has been paid by payment of the full per **claim** deductible on claims first made in the **policy period** the per **claim** deductible shall be reduced to the maintenance per **claim** deductible shown under Item 4.C. in the Declarations.

All other provisions of the preceding paragraph with respect to the per **claim** deductible shall apply to the maintenance per **claim** deductible.

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF EXCLUSIONS

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

It is understood and agreed that Section IV., EXCLUSIONS, Part _ _ is amended as follows:

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF LIMITS OF LIABILITY AND DEDUCTIBLES

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

It is understood and agreed that Section V., LIMITS OF LIABILITY AND DEDUCTIBLE,
Part _____ is amended as follows:

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF SUPPLEMENTAL COVERAGES

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

It is understood and agreed that Section II., SUPPLEMENTAL COVERAGES, Part _____ is amended as follows:

All other terms, conditions and exclusions remain unchanged

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF ADDRESS

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

It is understood and agreed that Item 1., Principal Address, in the Declarations is amended to read:

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF DEDUCTIBLE - TERM

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

It is understood and agreed that Item 4., Deductible Amount, in the Declarations is amended as follows:

Item 4. Deductible Amount:

- | | | |
|----|------------------|----------|
| A. | per claim | \$ _____ |
| B. | in the aggregate | \$ _____ |

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF DEDUCTIBLE – MIDTERM

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

It is understood and agreed that Item 4., Deductible Amount, in the Declarations is amended as follows:

Item 4. Deductible Amount:

- A. per **claim** \$ _____
- B. in the aggregate \$ _____

This endorsement shall not apply to:

1. Any **claim** or circumstance reported to the Company prior to the effective date of this endorsement; or
2. any **wrongful** act or **pollution condition** that an **Insured** had a basis to believe, prior to the effective date of this endorsement, might reasonably be expected to be the basis of a **claim**.

Additional/Return Premium: \$ _____

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF LIMIT OF LIABILITY – INCREASE MIDTERM

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

It is understood and agreed that Item 3., Limits of Liability, in the Declarations is amended as follows:

Item 3. Limits of Liability:

- A. per **claim** \$ _____
- B. in the aggregate \$ _____

This endorsement shall not apply to:

1. Any **claim** or circumstance reported to the Company prior to the effective date of this endorsement; or
2. any **wrongful act** or **pollution condition** that an **Insured** had a basis to believe, prior to the effective date of this endorsement, might reasonably be expected to be the basis of a **claim**.

Additional Premium: \$ _____

Pro-Rata Factor: _____

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF LIMIT OF LIABILITY - TERM

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

It is understood and agreed that Item 3., Limits of Liability, in the Declarations is amended as follows:

Item 3. Limits of Liability:

A. per **claim** \$ _____

B. in the aggregate \$ _____

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF LIMIT OF LIABILITY – DECREASE MIDTERM

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

It is understood and agreed that Item 3., Limits of Liability, in the Declarations is amended as follows:

Item 3. Limits of Liability:

- A. per **claim** \$ _____
- B. in the aggregate \$ _____

This endorsement shall not apply to:

1. Any **claim** or circumstance reported to the Company prior to the effective date of this endorsement; or
2. any **wrongful act** or **pollution condition** that an **Insured** had a basis to believe, prior to the effective date of this endorsement, might reasonably be expected to be the basis of a **claim**.

Return Premium: \$ _____

Pro-Rata Factor: _____

Accepted by: _____ Date: _____
(Authorized Representative of the **Named Insured**)

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____
Insured: _____ Premium: _____
Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF NAMED INSURED

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

It understood and agreed that Item 1., Named Insured, in the Declarations is amended to read as follows:

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF POLICY PERIOD

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

It is understood and agreed that Item 2., Policy Period, in the Declarations is amended as follows:

Item 2. Policy Period:

Effective: _____ Expiration: _____
each at 12:01 a.m. (local time at the address stated in Item 1. in the Declarations)

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANK ENDORSEMENT

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

It is understood and agreed that _____ is amended as follows:

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION ENDORSEMENT – PRO-RATA

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

In consideration of the following pro-rata return premium, it is understood and agreed that this policy is canceled effective _____.

Return Premium: \$_____

Pro-Rata Factor: _____

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

It is understood and agreed that this policy is cancelled effective _____.

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION ENDORSEMENT-SHORT RATE

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

In consideration of the following short-rate return premium, it is understood and agreed that this policy is canceled effective _____.

Return Premium: \$ _____

Short Rate Factor: _____

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY ENDORSEMENT – POLICY

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

It is understood and agreed that Section IV., EXCLUSIONS, Exclusion B. Contractual Liability is amended to include the following:

It is agreed that such coverage as is provided by the policy for contractual liability applies to:

Designated Entities:

Designated Contracts:

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE LIMITED TO PRIOR ACTS

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

It is understood and agreed that Section I., INSURING AGREEMENT, Part C. is deleted in its entirety and replaced as follows:

- C. the **wrongful act** or **pollution condition** occurred on or after the Retroactive Date in Item 5. of the Declarations, but prior to: _____; and

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE – FIRST DOLLAR DEFENSE

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

It is understood and agreed that Section V., LIMITS OF LIABILITY AND DEDUCTIBLE, Part B.1. is deleted in its entirety and replaced as follows:

1. Subject to paragraph 2. below, the **Named Insured** must pay the per **claim** deductible shown under Item 4.A. in the Declarations for the sum of **damages** covered under the policy for each single **claim** first made during the **policy period** before the Company has any obligation to pay **damages** for that **claim**. The deductible will apply to **damages** only and will not apply to **claim expenses**. If the **Named Insured** does not pay the deductible, any other **Insured** may pay the deductible to satisfy this obligation.

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE – SHARED EXPENSE

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

It is understood and agreed that Section V., LIMITS OF LIABILITY AND DEDUCTIBLE, Part B.1. is deleted in its entirety and replaced as follows:

1. Subject to paragraph 2. below, the **Named Insured** must pay the per **claim** deductible shown under Item 4.A. in the Declarations for the sum of **damages** covered under the policy for each single **claim** first made during the **policy period** before the Company has any obligation to pay **damages** for that **claim**. The **Named Insured** must pay 20% of all **claim expenses** arising from a single **claim** until the **Named Insured's** portion of the payment of **claim expenses** exhausts the deductible amount stated in Item 4.A. of the Declarations. If the deductible is not exhausted as described above, any balance will be applied to the payment of damages, and such balance of the deductible must be paid before the Company has any obligation to pay **damages**. If the **Named Insured** does not pay the deductible, any other **Insured** may pay the deductible to satisfy this obligation.

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE GAP REIMBURSEMENT – NO DEFENSE OBLIGATION

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

It is understood and agreed that after the **Named Insured** has fulfilled its deductible obligation under this Policy, the Company shall reimburse the **Named Insured**, upon written request, for actual **damages** paid by the **Named Insured** for its share of the deductible or self-insured retention obligation pursuant to the following project policy:

Name of Project: _____
Project/Contract Number: _____
Insurance Company: _____
Policy Number: _____
Limits of Insurance: _____
Deductible/Self-Insured Retention: _____
Policy Period: _____
Extended Reporting Period: _____

The deductible obligation under this Policy for this project is:

per **claim** \$ _____
in the aggregate \$ _____

This reimbursement applies only to the **Named Insured's** share of the deductible/self-insured retention obligation under the above project policy and arising out of a **claim** involving **professional services** related to this project. The date of notice (report date) of the **claim** used by the project policy will be the date used by the Company to **determine** coverage under this endorsement. This reimbursement applies only to a deductible/self-insured retention obligation that has a date of notice within the **policy period**.

The determination of whether payments made by the **Named Insured** qualify for this reimbursement shall be at the sole discretion of the Company. Any reimbursements the Company makes will reduce the limits of liability available to pay **claims** and **claim expenses** under this policy.

Additional Premium: _____

Accepted by: _____
(Authorized Representative of the **Named Insured**)

Date: _____

All other terms and conditions remain the same

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DELETION OF ENDORSEMENT

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

It is understood and agreed that Endorsement Number _____ to this policy is deleted in its entirety.

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED REPORTING PERIOD ACCEPTANCE

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

It is understood and agreed that effective _____ and subject to Section IX., OPTIONAL EXTENSION, the following **optional extension period** applies:

OPTIONAL EXTENSION: effective date _____ expiration date _____
each at 12:01 a.m. (local time at the address stated in Item 1. in the Declarations)

Accepted by: _____ Date: _____
(authorized Representative of the **Named Insured**)

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDEMNITY AGREEMENT FOR EVIDENCING A REDUCED DEDUCTIBLE AMOUNT - CONTRACT SPECIFIC

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

If a **claim** is made against the **Insured** by any person, firm or organization to whom a Certificate of Insurance has been issued which specifies a deductible amount lesser than the deductible amount stated in Item 4. in the Declarations, the deductible amount applicable to such **claim** shall be the lesser amount provided, however, the **Named Insured** hereby agrees to indemnify the Company for the difference between the lesser deductible amount and the deductible amount stated in Item 4. in the Declarations, and to promptly reimburse the Company for all costs, expenses and attorney's fees which may be incurred by it in enforcing this indemnity agreement. No Certificate of Insurance that specifies a lesser deductible amount shall be issued without the prior written approval of the Company.

The **Named Insured** may evidence a deductible amount of \$_____ for **claims** arising from **professional services** performed by or on behalf of an INSURED for the following contract only:

Project Name: _____
Project Location: _____
Contract Number: _____

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDEMNITY AGREEMENT FOR EVIDENCING A REDUCED DEDUCTIBLE AMOUNT – BLANKET

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

If a **claim** is made against the **Insured** by any person, firm or organization to whom a Certificate of Insurance has been issued which specifies a deductible amount lesser than the deductible amount stated in Item 4. in the Declarations, the deductible amount applicable to such **claim** shall be the lesser amount provided, however, the **Named Insured** hereby agrees to indemnify the Company for the difference between the lesser deductible amount and the deductible amount stated in Item 4. in the Declarations, and to promptly reimburse the Company for all costs, expenses and attorney's fees which may be incurred by it in enforcing this indemnity agreement.

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REDUCED DEDUCTIBLE AMOUNT – PROJECT SPECIFIC

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

In consideration of the indicated adjustment of premium, the **Named Insured** and the Company agree to the following policy change(s):

Additional Premium: \$ _____

The Declarations is amended to read as follows:

Item 4. Deductible Amount:

- A. Per **claim** for the below-designated Project only \$ _____
- B. In the aggregate for the below-designated Project only \$ _____

Project Name: _____

Project Location: _____

Contract Number: _____

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RELIANCE ON ANOTHER INSURANCE COMPANY'S APPLICATION

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

In consideration of the premium charged for the policy, it is understood and agreed that the Company has relied upon the statements in the (Company) (policy name) (Form Number _____), including materials attached thereto, completed by the **Named Insured** designated in Item 1. in the Declarations and signed and dated on _____ by _____, and such application is made a part of this insurance policy and operates as the Company's own application.

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RESIDENTIAL SUBLIMIT

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

It is understood and agreed that the insurance available under this policy for **claims** arising out of **professional services** related to any and all type of residential projects (herein "**residential claims**") is subject to additional limitations as set forth below:

Sub-Limits of Liability

The limits of liability for **residential claims** available shall not exceed:

- A. per claim \$ _____
- B. in the aggregate \$ _____

Notwithstanding the above, the maximum limits of liability available under this policy shall not exceed the limits of liability as specified in Item 3. in the Declarations of this policy. The foregoing Sub-Limits are a limitation of, and not in addition to, the limits of liability stated in the Declarations.

Deductible

The deductible for **residential claims** shall not be less than:

per claim \$ _____.

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RETROACTIVE DATE PER NAMED INSURED

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

It is understood and agreed that Item 5., Retroactive Date, in the Declarations is amended to add the following Named-Insured-Specific Retroactive Date(s):

Named Insured(s): _____

Retroactive Date(s): _____

This insurance will not apply a **claim** or circumstance arising out of a **wrongful act** or **pollution condition** in the performance of or resulting from **professional services** by or on behalf of the above designated **Named Insured(s)** that occurred prior to the corresponding Named-Insured-Specific Retroactive Date above.

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WORLDWIDE INDEMNITY

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

This policy applies only to **claims** arising from **professional services** rendered worldwide, provided that the **claim** is initiated and adjudicated within the United States, its territories or possessions or in Canada except as provided below.

This policy shall not apply to any risk which would be in violation of the laws of the United States including, but not limited to, U.S. economic or trade sanction laws or export control laws administered by the U.S. Treasury, State, and Commerce Departments (e.g. the economic and trade sanctions administered by the U.S. Treasury Office of Foreign Assets Control).

If a **claim** to which this insurance applies is initiated or adjudicated against the **Insured** other than in the United States, its territories or possessions or in Canada, the Company shall have the right, but not the duty, to provide for the defense of such **claim**, including the retention of counsel. The **Insured**, under the supervision of the Company, shall have the duty to make or cause to be made such investigation, adjustment and defense as are reasonably necessary and, subject to prior authorization by the Company, to effect a reasonable settlement; in such eventuality, the Company shall indemnify the **Insured** for **claim expense** incurred and **damages** paid.

The Company's obligations to pay and indemnify as described in the immediate foregoing paragraph will terminate at such time as the limits of liability of this policy may become exhausted by payment of **damages, claim expenses** or any combination thereof.

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

PROJECT SPECIFIC EXCESS

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

This endorsement is only applicable to the following project hereinafter referred to as "the Project"

Name of Project: _____

Location of Project: _____

Contract Number: _____

The policy to which this endorsement is attached shall be considered the underlying policy. This endorsement follows the underlying policy as applicable, and is subject to all terms and conditions of the underlying policy except as set forth herein.

This endorsement shall provide excess insurance, to be excess of the Limits of Liability as stated in Item 3 of the Declarations of the underlying policy, only for the "the Project", in the following amounts:

\$ _____ excess each **claim**

\$ _____ excess in the aggregate

In the event of the reduction or exhaustion of the aggregate limit contained in the underlying policy by payment of **damages** or **claim expenses** in respect to **claims** made during the **policy period** of such underlying policy, whether such **claims** arise out of "the Project" or any other project for which said underlying policy applies, it is agreed that the excess Limits of Liability afforded by this endorsement shall apply in excess of the Limit stated in Item 3, Limits of Liability, in the Declarations, but only with respect to **claims** arising from the performance of **professional services** by or on behalf of the **named insured(s)** in connection with "the Project".

It is further agreed that nothing contained in this endorsement shall operate to increase the Limits of Liability of the Company beyond the limit stated in Item 3, Limits of Liability, in the Declarations of the underlying Policy, as modified by this endorsement.

Additional Premium: \$ _____ (Fully Earned)

All other terms and conditions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIVIDUAL NOTICE OF CANCELLATION

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

It is understood and agreed that in the event this policy is cancelled by the Company or by the **Named Insured**, a _____ () day notice of cancellation will be provided to the following entity:

Entity Name: _____

Entity Address: _____

This provision does not apply if cancellation is due to non-payment of premiums to the Company or to a finance company authorized to cancel the policy.

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIVIDUAL RETIREMENT

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

It is understood and agreed that the **Named Insured** designated at Item 1. in the Declarations has retired. Therefore, the following changes are made to the policy:

1. It is agreed that this Policy does not apply to **professional services** performed by the **Named Insured** after _____. This date is referred to herein as the "Retirement Date."
2. It is agreed that Item 2., Policy Period, in the Declarations is amended to read as follows:

Item 2. Policy Period:

Effective: The original Effective Date of this policy. Expiration:
each at 12:01 a.m. (local time at the address stated in Item 1. in the Declarations)

3. It is agreed that Item 3, Limits of Liability, is amended to read as follows:

Item 3. Limits of Liability:

A. per **claim** \$ _____

B. in the aggregate \$ _____

3. Section V., LIMITS OF LIABILITY AND DEDUCTIBLE, Part A.2. deleted and replaced as follows:

A.2. The aggregate limit of liability shown under Item 3.B. in the Declarations is the maximum amount the Company will pay for the sum of **damages** and **claim expenses** for all **claims** first made during the **policy period**, regardless of any extension to or change of the period stated in paragraph 2., above. If the aggregate limits of liability specified are exhausted, the Company's obligation for all **claims** first made after the inception of the **policy period** shall be deemed completely fulfilled and extinguished.

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY PERIOD EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

In consideration of the additional premium paid, it is understood and agreed that Item 2., Policy Period, in the Declaration is amended as follows:

Item 2. Policy Period:

Effective: _____ Expiration: _____
each at 12:01 a.m. (local time at the address stated in Item 1. in the Declarations)

Additional Premium: _____

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMIUM PAYMENT PLAN ENDORSEMENT

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

It is understood and agreed that Item 6., Premium, in the Declarations is modified by the addition of the following:

The premium for this Policy will be paid as follows:

\$ _____ on: _____

\$ _____ on: _____

\$ _____ on: _____

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL SERVICES – SCHEDULED

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

It is understood and agreed that Section III., DEFINITIONS, Definition K. **Professional services** is deleted in its entirety and replaced with the following:

K. **professional services** means those services that the **Insured** is legally qualified to perform for others in the practice of: _____

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROJECT-SPECIFIC RETROACTIVE DATE

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

It is understood and agreed that Item 5., Retroactive Date, in the Declarations is amended to add the following Project-Specific Retroactive Date:

Project Name: _____
Project Location: _____
Contract Number: _____
Project-Specific Retroactive Date: _____

This insurance will not apply to a **claim** or circumstance arising out of a **wrongful act** or **pollution condition** in the performance of or resulting from **professional services** related to the designated project that occurred prior to the Project-Specific Retroactive Date.

The above Project-Specific Retroactive Date applies only to this Project and does not otherwise change the Retroactive Date of this policy.

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCLUDED PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

It is understood and agreed that Section III., DEFINITIONS, Definition K. **Professional services** is amended to include the following:_____

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective:_____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS ABATEMENT EXCLUSION

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

It is understood and agreed that Section IV., EXCLUSIONS, is amended to include the following additional exclusion:

A **claim** based upon or arising out of the removal, cleanup, encapsulation or disposal of asbestos, products containing asbestos, asbestos fibers or asbestos dust performed by, on behalf of or at the direction of the **Insured**.

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONSTRUCTION MANAGEMENT EXCLUSION

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

It is understood and agreed that Section IV., EXCLUSIONS, is amended to include the following additional exclusion:

A **claim** based upon or arising out of construction management activities in which both construction management and some construction, erection, fabrication, installation, assembly, manufacture, demolition, dismantling, drilling, excavation, dredging, remediation, or supplying any materials, parts, or equipment, except for supplying furnishings as part of interior design services, is performed in whole or in part by the **Insured**, by any subsidiary of the **Insured**, by any legal entity under common management or ownership or control with the **Insured**, or by any individual or firm acting in the capacity of a subcontractor of the **Insured**.

This exclusion does not apply to drilling, excavation, or other sampling or testing procedures necessary to perform the **Insured's professional services**.

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENTITY(IES) EXCLUSION

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

It is understood and agreed that this policy does not provide coverage for the following entity(ies):

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUDED PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

It is understood and agreed that Section IV., EXCLUSIONS, is amended to include the following additional exclusion:

A **claim** based upon or arising out of the following **professional services**:

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION RELATING TO SPECIFIED WRONGFUL ACTS

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

It is understood and agreed that Section IV., EXCLUSIONS, is amended to include the following additional exclusion:

A **claim** based upon or arising out of the following:

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIC PROJECT EXCLUSION

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

It is understood and agreed that Section IV., EXCLUSIONS, is amended to include the following additional exclusion:

A **claim** arising out of professional services related to the following project(s):

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TERRORISM EXCLUSION

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

It is understood and agreed that Section IV., EXCLUSIONS, is amended to include the following additional exclusion:

The Company will not defend or pay under this policy for **damages** or **claim expenses** directly or indirectly caused by, resulting from or in connection with any act of terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, including without limitation, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the foregoing.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting along or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes, including the intention to influence any government and/or to put the public or any section of the public in fear.

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR AND CIVIL WAR EXCLUSION

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

It is understood and agreed that Section IV., EXCLUSIONS, is amended to include the following additional exclusion:

The Company will not defend or pay under this policy for **damages** or **claim expenses** directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WORLDWIDE COVERAGE – U.S./CANADA JURISDICTION

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

This policy only applies to **claims** arising from **professional services** rendered worldwide, provided that the **claim** is initiated and adjudicated within the United States, its territories or possessions or in Canada.

This Policy shall not apply to any risk which would be in violation of the laws of the United States including, but not limited to, U.S. economic or trade sanction laws or export control laws administered by the U.S. Treasury, State, and Commerce Departments (e.g. the economic and trade sanctions administered by the U.S. Treasury Office of Foreign Assets Control).

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOANED EMPLOYEE EXCLUSION

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS

It is understood and agreed that Section IV., EXCLUSIONS, is amended to include the following additional exclusion:

A **claim** based upon or arising out of services performed by any **Insured's** employees, partners, officers or principals while on loan or performing services exclusively for someone else. This exclusion applies even if the **Insured** remains as their employer for purposes of benefits, workers compensation or any other matters associated with an employee-employer relationship.

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

Catlin, Inc.
1990 N. California Boulevard, Suite 230
Walnut Creek, CA 94596
Phone: (925) 937-9600 Fax: (925) 937-9779

**APPLICATION FOR ARCHITECTS & ENGINEERS
PROFESSIONAL LIABILITY COVERAGE**

CLAIMS MADE COVERAGE

APPLICANT INSTRUCTIONS:

1. Answer all questions. If the answer requires detail, please attach a separate sheet
2. This application must be signed and dated by the Owner if Applicant is a Sole Proprietorship; Partner, if Applicant is a Partnership; or Authorized Officer if Applicant is a Corporation

1. Firm Information

Name of Firm: _____
Contact Name: _____
Address: _____
Street City State Zip Code

Phone: _____ Fax: _____
Email: _____ Web Address: _____

List Branch Offices & percentage of fees derived from each location:

2. Is Firm: Sole Proprietorship Partnership Corporation Other _____

3. Date the firm was established _____

4. List any predecessor, affiliated or related entities, their relationship or percentage of ownership, dates of existence and services provided. If coverage is desired for the entity, please list the retroactive date on its current professional liability coverage.

5. Staff:

Principals, Partners, Officers and Directors _____
Professional Personnel (Do not include above) _____
Technical Personnel _____
Administrative Personnel _____
Total Staff _____

**PROFESSIONAL LIABILITY INSURANCE FOR
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6. Gross Receipts (include reimbursable expenses and fees paid to subconsultants):

	Projection for Current Fiscal Year	Last Complete Fiscal Year Ending ____/20	Two Years Ago Ending ____/20	Three Years Ago Ending ____/20
Separately Insured Projects				
Abandoned Projects				
Direct Reimbursable				
Foreign Projects				
All Other Billings				
Total Gross Receipts				

7. What percentage of the firm's last fiscal year gross receipts were paid to insured subconsultants: _____

Does the firm obtain certificates of insurance from subconsultants: Yes No

8. Professional Disciplines – Indicate the percentage of the firm's last fiscal year gross receipts that were derived from the following disciplines. Exclude services performed by your subconsultants. (total should equal 100%)

Acoustical Engineering		Environmental Engineer		Mechanical Engineer	
Architect		Forensic Engineering		Process Engineering	
Architect Planner		Geotechnical Engineering		Structural Engineer	
Civil Engineering		Interior Design		Testing Lab	
Construction Management		Landscape Architect		Traffic Engineering	
Electrical Engineer		Land Surveyor		Other	

9. What percentage of the firm's last fiscal year gross receipts is attributable to the following project delivery method?

Design/Bid/Build _____ %
 Design/Build – contractor led _____ %
 Design/Build – designer led _____ %
 Fast Track _____ %
 Integrated Project Delivery _____ %
 Other: _____ %

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10. Services – Indicate the percentage of the firm’s last fiscal year gross receipts that were derived from the following services. (total should equal 100%)

- Design with construction observation/review _____%
- Design without construction observation/review _____%
- Construction observation review without design _____%
- Studies, planning, permitting _____%
- Forensic/Expert Witness _____%
- Plan Checking _____%
- Quantity/Cost Estimating _____%
- Drafting (stand alone service without design) _____%
- Construction/Project Management _____%
- Construction Staking _____%
- Topographic/Boundary Surveys _____%

- Construction Inspection _____%
- Mold Inspection/Investigation _____%
- Water Intrusion Inspection _____%
- Construction materials testing (including compaction testing) _____%
- Geotechnical drilling and sampling _____%
- Laboratory Analysis (including soils and construction materials but not environmental) _____%
- Asbestos and lead studies/abatement _____%
- Environmental preliminary site assessment s(PSA) _____%
- Environmental design services _____%
- Other (describe)_____ _____%

11. Project Type - Indicate the percentage of the firm’s last fiscal year gross receipts that were derived from the following projects. (total should equal 100%)

- | | |
|--|--|
| Airport Runways _____% | Manufacturing _____% |
| Apartments _____% | Mass Transit _____% |
| Bridges/Trestles _____% | Mines/Quarries/Tunnels _____% |
| Chemical Plants/Pipelines _____% | Mold Remediation _____% |
| Churches _____% | Oil Refineries _____% |
| Commercial Offices _____% | Parking Garages _____% |
| Convention Centers/Arenas/Stadium _____% | Residential Condominiums/PUD _____% |
| Correctional Facilities _____% | Residential Subdivisions _____% |
| Courthouse/Museums _____% | Restaurants _____% |
| Custom Homes _____% | Retail/Malls/Shopping Centers _____% |
| Dams/Reservoirs/Levees _____% | Roads/Highways _____% |
| Environmental Projects _____% | Schools/Colleges _____% |
| Harbors/Piers/Ports _____% | Sewage/Water Systems _____% |
| High Rise (Over 15 Stories) _____% | Ski Lifts/Amusement Rides/Parks _____% |
| Hotels/Motels _____% | Transportation Passengers _____% |
| Hospitals/Healthcare _____% | Utilities _____% |
| Landfills _____% | Water/Wastewater Treatment _____% |
| Libraries _____% | Other _____% |
| Machine/Equipment Design _____% | |

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12. Types of Clients – Indicate the percentage of the firm’s last fiscal year gross receipts that were derived from the following clients. (total should equal 100%)

Owners	_____%	Environmental Consultants	_____%
Developers	_____%	Other (describe)	_____%
Contractors	_____%	Public Sector	_____%
Design Professionals	_____%	Foreign	_____%

13. Types of Contracts – Indicate the percentage of the firm’s last fiscal year gross receipts that were derived from the following contracts. (total should equal 100%)

Standard Industry contract	_____%	Client Contract	_____%
Firm’s own contract	_____%	Verbal Agreement	_____%
Letter Agreement	_____%	Other_____	_____%
Purchase Order	_____%		

14. What percentage of the firm’s contracts contains a Limitation of Liability clause? _____%

15. Does the firm follow written in-house quality control procedures? Yes No

16. Is the firm or any subsidiary, parent or related organization involved in any of the following:

- Actual construction, fabrication or erection? Yes No
- Development, sale or lease of computer software to others? Yes No
- Real estate development? Yes No
- Manufacturing, sale, leasing or distribution of any product? Yes No

If any of the above answers are “yes,” please provide details on a separate sheet. Include a description of the service performed, any construction value involved and fees received.

17. In the last three years what percentage of your projects have obtained or will obtain any level of US Green Building Council LEED certification? _____%

18. Does the firm provide technology services for projects such as website hosting, database management or software training, support or maintenance? Yes No

If “yes” please describe in detail the nature and types of services you are providing.

19. What percentage of your gross receipts is attributable to technology services? _____%

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20. Is the firm involved in the supplying of software or other technology, electronic products, or any services with respect to computer or telecommunications hardware? Yes No

If "yes" please provide explanation.

21. Does your firm or any principal, partner, officer, director or shareholder of your firm or any immediate family member of any such person have an ownership interest in any entity or project for which professional services have been or are to be rendered? Yes No

If "yes" please provide explanation.

22. Does the firm participate in Joint Venture? Yes No

If "yes" please provide details.

23. Has the firm or any of its principals, partners or employees ever been subject to disciplinary action by authorities as a result of their professional activities? Yes No

If "yes" please provide details.

24. In the last five years, have any professional liability claims been made against the firm, its predecessors or any past or present principal, partner, officer, director or employee?

If "yes" please provide explanation on a separate sheet.

Yes No

25. Does the firm or any of the principals, partners, or employees, have knowledge of any act, error, omission, unresolved job dispute, accident or any other circumstance which might reasonably be expected to give rise to a claim under this insurance?

If "yes" please provide explanation on a separate sheet.

Yes No

**PROFESSIONAL LIABILITY INSURANCE FOR
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26. Current Policy Information:

Is the firm currently insured for General Liability? Yes No

If yes, please give details

Insurance Company _____
Expiration Date _____
Limits _____

27. Is the firm currently insured for Professional Liability? Yes No

If yes, please provide information for the past five years.

Company	Policy Period	Limit	Deductible	Premium

- Please provide retroactive date of your policy: _____
- Has any insurer declined, cancelled or refused to renew any similar insurance for your firm, or predecessor firm or any entities listed in Question #4. Yes No

If "yes" please provide details.

28. Please submit the following information along with this application

- Current claims history/Insurance Company loss summary for the past five years
- Resumes of principals & key staff members
- List of five largest projects over the past three years or current Form 254
- Firm's brochure
- Copy of firm's contract

29. The firm would like a quotation based on the following limits(s) and deductible(s):

Limit	Deductible

FRAUD NOTICE

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

STATE SPECIFIC PROVISIONS

- Arkansas** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
- Colorado** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claiming with regard to a settlement or award payable for insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.
- District of Columbia** **WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
- Florida** Any person who knowingly and with intent to injure, defraud, or deceive any insurance company files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
- Hawaii** For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.
- Kentucky** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
- Louisiana** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

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Maine	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.
New Jersey	Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.
New Mexico	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.
New York	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.
Ohio	Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
Oklahoma	WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.
Pennsylvania	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.
Puerto Rico	Any person who knowingly and with the intention to defraud includes false information in an application for insurance or file, assist or abet in the filing of a fraudulent claim to obtain payment of a loss or other benefit, or files more than one claim for the same loss or damage, commits a felony and if found guilty shall be punished for each violation with a fine of no less than five thousands dollars (\$5,000), not to exceed ten thousands dollars (\$10,000); or imprisoned for a fixed term of three (3) years, or both. If aggravating circumstances exist, the fixed jail term may be increased to a maximum of five (5) years; and if mitigating circumstances are present, the jail term may be reduced to a minimum of two (2) years.
Rhode Island	Property Insurance, Real Or Personal: The insurance application form shall indicate the existence of a criminal penalty for failure to disclose a conviction of arson.
Tennessee	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

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Virginia

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

West Virginia

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

On behalf of our firm, I agree that this application is true to the best of my knowledge and that I have not suppressed or mis-stated any material facts and I agree that this application shall be the basis of the contract with the Company. It is understood and agreed that the completion of this application does not bind the Company to sell nor the applicant to purchase this insurance.

Signed _____ Date _____

Print Name _____

Title _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES

I. It is hereby agreed that Section IX., **OPTIONAL EXTENSION**, item D is deleted and replaced with the following:

- D.** The limit of liability for the **optional extension period** shall be part of the limit of liability of the Company for the **policy period** and no less than the greater of the remaining policy aggregate or 50% of the aggregate at policy inception.

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____

SERFF Tracking Number: *CATL-125892401* *State:* *Arkansas*
Filing Company: *Catlin Insurance Company, Inc.* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *08-OL-PL003-CW-AR-F*
TOI: *17.1 Other Liability - Claims Made Only* *Sub-TOI:* *17.1019 Professional Errors & Omissions*
Product Name: *Architects & Engineers Practice Policy*
Project Name/Number: *Architects & Engineers Practice Policy/08-OL-PL003-CW-AR-F*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: CATL-125892401 State: Arkansas
Filing Company: Catlin Insurance Company, Inc. State Tracking Number: EFT \$50
Company Tracking Number: 08-OL-PL003-CW-AR-F
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions
Liability
Product Name: Architects & Engineers Practice Policy
Project Name/Number: Architects & Engineers Practice Policy/08-OL-PL003-CW-AR-F

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 11/19/2008

Comments:

Attachment:

industry_rates_PCtransDoc - 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
---	---

3. Group Name	Group NAIC #

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #

5. Company Tracking Number	
-----------------------------------	--

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

6.	Name and address	Title	Telephone #s	FAX #	e-mail

7. Signature of authorized filer	
8. Please print name of authorized filer	

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

9. Type of Insurance (TOI)	
10. Sub-Type of Insurance (Sub-TOI)	
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input 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: <input type="text"/> Renewal: <input type="text"/>
15. Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #

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

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 #:
Amount:

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

FORM FILING SCHEDULE

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

1.	This filing transmittal is part of Company Tracking #	
-----------	--	--

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

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

FORM FILING SCHEDULE

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

1.	This filing transmittal is part of Company Tracking #	
-----------	--	--

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

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

FORM FILING SCHEDULE

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

1.	This filing transmittal is part of Company Tracking #	
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	
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05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
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08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
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10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

SERFF Tracking Number: *CATL-125892401* *State:* *Arkansas*
Filing Company: *Catlin Insurance Company, Inc.* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *08-OL-PL003-CW-AR-F*
TOI: *17.1 Other Liability - Claims Made Only* *Sub-TOI:* *17.1019 Professional Errors & Omissions Liability*

Product Name: *Architects & Engineers Practice Policy*
Project Name/Number: *Architects & Engineers Practice Policy/08-OL-PL003-CW-AR-F*

Superseded Attachments

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

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	PROFESSIONAL AND POLLUTION LIABILITY POLICY FOR DESIGN PROFESSIONALS POLICY DECLARATIONS	11/18/2008	DPAE 002 0908.pdf

**PROFESSIONAL AND POLLUTION
LIABILITY POLICY FOR DESIGN
PROFESSIONALS
POLICY DECLARATIONS**



Policy No.:	Renewal of Policy No.:
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NOTICE: THIS IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS PROVISIONS, THIS POLICY APPLIES ONLY TO CLAIMS WHICH ARE BOTH FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND FIRST REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD OR WITHIN 60 DAYS AFTER THE END OF THE POLICY PERIOD SHOWN IN THE DECLARATIONS UNLESS AN OPTIONAL EXTENSION PERIOD APPLIES. CLAIM EXPENSES ARE INCLUDED WITHIN AND REDUCE THE LIMIT OF LIABILITY, AND ARE SUBJECT TO ANY DEDUCTIBLE.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

INSURING COMPANY	CORRESPONDENT OFFICE/ UNDERWRITING OFFICE	PRODUCER
<input type="checkbox"/> Catlin Insurance Company (UK) Ltd. c/o Catlin Holdings (UK) Limited 3 Minster Court, Mincing Lane London EC3R 7DD	Catlin, Inc. 1990 N. California Boulevard Suite 230 Walnut Creek, CA 94596	
<input type="checkbox"/> Syndicate 2003 at Lloyd's c/o Catlin Underwriting Agency Ltd. 6th Floor, 3 Minster Court Mincing Lane, London EC3R 7DD		
<input type="checkbox"/> Catlin Specialty Insurance Company 160 Greentree Drive Suite 101 Dover, DE 19904		

Terms appearing in **bold** are defined in the Policy.

Item 1. Named Insured: Principal Address:
Item 2. Policy Period: Effective Date: at 12:01 a.m. (local time at the address stated in Item 1.) Expiration Date: at 12:01 a.m. (local time at the address stated in Item 1.)
Item 3. Limits of Liability: A. per claim \$ B. in the aggregate \$
Item 4. Deductible Amount: A. per claim \$ B. in the aggregate \$
Item 5. Retroactive Date:
Item 6. Premium: \$

<p>Item 7. Notices to the Company:</p> <p><u>Claims:</u></p> <p>Claim Manager Catlin Design Professional 1990 N. California Boulevard., Suite 230 Walnut Creek, CA 94596</p>	<p><u>All Other Notices:</u></p> <p>Underwriting Manager Catlin Design Professional 1990 N. California Boulevard., Suite 230 Walnut Creek, CA 94596</p>
<p>Item 8. Endorsements Applicable to Coverage at Inception of Policy:</p>	

THESE DECLARATIONS, TOGETHER WITH THE COMPLETED AND SIGNED APPLICATION FOR THIS POLICY, ALL MATERIALS SUBMITTED THEREWITH OR MADE A PART THEREOF AND THE POLICY FORM ATTACHED HERETO, CONSTITUTE THE POLICY.

This Policy shall not be valid unless also signed by another duly authorized representative of the Company.

Countersigned:	By:
Date:	Authorized Representative: Thomas M. Bongi