

SERFF Tracking Number: TRVE-125523370 *State:* Arkansas
Filing Company: Travelers Casualty and Surety Company of America *State Tracking Number:* EFT \$50
Company Tracking Number: 2008-02-0018
TOI: 17.0 Other Liability - Claims Made/Occurrence *Sub-TOI:* 17.0000 Other Liability Sub-TOI Combinations
Product Name: Wrap+ Tranche 4 Liability Enhancement Form Filing 2008-02-0018
Project Name/Number: Wrap+ Tranche 4 Liability Enhancement Form Filing 2008-02-0018/2008-02-0018

Filing at a Glance

Company: Travelers Casualty and Surety Company of America

Product Name: Wrap+ Tranche 4 Liability Enhancement Form Filing 2008-02-0018 SERFF Tr Num: TRVE-125523370 State: Arkansas

TOI: 17.0 Other Liability - Claims Made/Occurrence SERFF Status: Closed State Tr Num: EFT \$50

Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations Co Tr Num: 2008-02-0018 State Status: Fees verified and received

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

Authors: Socorro Armstrong, Disposition Date: 03/17/2008

Theresa Lavenburg, Michelle Smith

Cotto, Celina Caez

Date Submitted: 03/05/2008 Disposition Status: Approved

Effective Date Requested (New): 03/05/2008 Effective Date (New):

Effective Date Requested (Renewal): 03/05/2008 Effective Date (Renewal):

State Filing Description:

General Information

Project Name: Wrap+ Tranche 4 Liability Enhancement Form Filing 2008-02-0018 Status of Filing in Domicile:

Project Number: 2008-02-0018 Domicile Status Comments:

Reference Organization: Reference Number:

Reference Title: Advisory Org. Circular:

Filing Status Changed: 03/17/2008

State Status Changed: 03/17/2008 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

In compliance with the insurance laws and regulations of your state, we submit an enhancement to our WRAP+ Policy, which was approved by your department on March 27, 2006 under company filing number 2005-07-0133. This filing

SERFF Tracking Number: TRVE-125523370 State: Arkansas
 Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50
 Company Tracking Number: 2008-02-0018
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: Wrap+ Tranche 4 Liability Enhancement Form Filing 2008-02-0018
 Project Name/Number: Wrap+ Tranche 4 Liability Enhancement Form Filing 2008-02-0018/2008-02-0018

consists of new optional endorsements that are available to all eligible policyholders. These new optional endorsements do not have any rating impact.

Company and Contact

Filing Contact Information

Michelle Smith Cotto, Regulatory Analyst MSMITHCO@travelers.com
 One Tower Square (860) 277-2345 [Phone]
 Hartford, CT 06183 (860) 235-4951[FAX]

Filing Company Information

Travelers Casualty and Surety Company of America CoCode: 31194 State of Domicile: Connecticut
 One Tower Square Group Code: 3548 Company Type:
 2S2B
 Hartford, CT 06183 Group Name: State ID Number:
 (860) 277-0179 ext. [Phone] FEIN Number: 06-0907370

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Travelers Casualty and Surety Company of America	\$50.00	03/05/2008	18343350

SERFF Tracking Number: TRVE-125523370 State: Arkansas
Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50
Company Tracking Number: 2008-02-0018
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: Wrap+ Tranche 4 Liability Enhancement Form Filing 2008-02-0018
Project Name/Number: Wrap+ Tranche 4 Liability Enhancement Form Filing 2008-02-0018/2008-02-0018

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	03/17/2008	03/17/2008

SERFF Tracking Number: TRVE-125523370 State: Arkansas
Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50
Company Tracking Number: 2008-02-0018
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: Wrap+ Tranche 4 Liability Enhancement Form Filing 2008-02-0018
Project Name/Number: Wrap+ Tranche 4 Liability Enhancement Form Filing 2008-02-0018/2008-02-0018

Disposition

Disposition Date: 03/17/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: TRVE-125523370 State: Arkansas
 Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50
 Company Tracking Number: 2008-02-0018
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: Wrap+ Tranche 4 Liability Enhancement Form Filing 2008-02-0018
 Project Name/Number: Wrap+ Tranche 4 Liability Enhancement Form Filing 2008-02-0018/2008-02-0018

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Form	AMEND CONDITONS – OTHER INSURANCE (SCHEDULE OTHER POLICY)	Approved	Yes
Form	ADD INDEPENDENT CONTRACTORS AS INSURED PERSONS	Approved	Yes
Form	AMEND CONTINUITY DATE TO PROVIDE SEPARATE DATE FOR INSURED	Approved	Yes
Form	AMEND ITEM 8 OF DECLARATION – EXTENDED REPORTING PERIOD	Approved	Yes
Form	PRIOR ACTS EXCLUSIONS WITH SCHEDULED DATES	Approved	Yes
Form	DELETE ENTITY COVERAGE	Approved	Yes
Form	LIMIT OF LIABILITY FOR CONVERSION OF PENSION PLANS INTO CA	Approved	Yes
Form	AMEND CONDITIONS TO INC. COVERAE FOR SCH. EMPLOYEE BENEFIT	Approved	Yes
Form	AMEND INSURED TO INCLUDE MEMBERS OF SCHEDULED COMMITTEES	Approved	Yes
Form	AMEND WRONGFUL ACT TO INCLUDE FIDUCIARY DUTIES FOR SCHEDULED PLAN, AMEND EMPLOYEE BENEFITS AND ADD LIMIT OF LIABILITY FOR SCHEDULED PLANS	Approved	Yes
Form	ADD P&P P DATES, CONTINUITY DATES AND LIMITS OF LIABILITY	Approved	Yes
Form	MID-TERM CHANGE ENDORSEMENT TO DELETE COVERAGE	Approved	Yes
Form	ERRORS AND OMISSIONS EXCLUSION	Approved	Yes
Form	AMEND DEFINITION OF INSURED TO	Approved	Yes

SERFF Tracking Number: TRVE-125523370 State: Arkansas
 Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50
 Company Tracking Number: 2008-02-0018
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: Wrap+ Tranche 4 Liability Enhancement Form Filing 2008-02-0018
 Project Name/Number: Wrap+ Tranche 4 Liability Enhancement Form Filing 2008-02-0018/2008-02-0018

Form	INCLUDE ADDITIONAL INSURED FOR VICARIOUS LIABILITY ONLY		
Form	ADD EXCLUSION FOR WRONGFUL ACTS COMMITTED IN WHOLE OR IN PART BY ADDITIONAL INSURED PRIOR TO SCHEDULED DATE	Approved	Yes
Form	PARTNERSHIP AGREEMENT EXCLUSION	Approved	Yes
Form	NONCUMULATION OF LIMITS (TWO OR MORE LIABILITY COVERAGES)	Approved	Yes
Form	AMEND RETENTION (MULTIPLE CLAIMANTS AND RELATED WRONGFUL A	Approved	Yes
Form	SECONDARY OFFERING EXCLUSION WITH THRESHOLD EXCEPTION	Approved	Yes
Form	AMEND DECLARATIONS BY ADDING LIABILITY COVERAGE SHARED LIMITED	Approved	Yes
Form	AMEND ACQUISITIONS PROVISIONS (35%)	Approved	Yes
Form	INSURANCE COMPANY ERRORS AND OMISSIONS EXCLUSION	Approved	Yes
Form	PRIOR ACTS EXCLUSION APPLICABLE ONLY TO ENTITY COVERAGE	Approved	Yes
Form	FAMILY EXCLUSION WITH EQUITY INTEREST THRESHOLD	Approved	Yes
Form	AMEND CHANGE OF CONTROL BY DELETING APPOINTMENT OF TRUSTEE	Approved	Yes
Form	ADDITIONAL INSURED (AUTHORS)	Approved	Yes
Form	AMEND POLLUTION EXCLUSION	Approved	Yes
Form	COURIER ENDORSEMENT	Approved	Yes
Form	AMEND LOSS TO INCLUDE THE MULTIPLIED PORTION OF ANY MULTIPLE	Approved	Yes
Form	AMEND EXCLUSION A.16 (CRIMINAL	Approved	Yes

SERFF Tracking Number: TRVE-125523370 State: Arkansas
 Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50
 Company Tracking Number: 2008-02-0018
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: Wrap+ Tranche 4 Liability Enhancement Form Filing 2008-02-0018
 Project Name/Number: Wrap+ Tranche 4 Liability Enhancement Form Filing 2008-02-0018/2008-02-0018

ACTS)

Form	AMEND ANITTRUST EXCLUSION TO INCLUDE EXCEPTION FOR DEFENSE	Approved	Yes
Form	HIPAA EXCLUSION ENDORSEMENT	Approved	Yes
Form	AMEND EXCLUSION A.1. BY DELETING "LOSS OF USE" WHEN COVERAGE IS UNAVAILABLE UNDER ANY OTHER POLICY OF INSURANCE	Approved	Yes
Form	CHAPTER 12 & 13 BANKRUPTCY TRUSTEE ENDORSEMENT	Approved	Yes
Form	AMEND PROP. DAMAGE EXCLUSION BY DELETING "LOSS OF USE"	Approved	Yes
Form	DELETE ENTITY COVERAGE – INSURING AGREEMENTS B AND C	Approved	Yes
Form	MID-TERM CHANGE ENDORSEMENT TO DELETE COVERAGE	Approved	Yes
Form	AMEND POLLUTION EXCLUSION (INCLUDE EXCEPTION FOR CERTAIN SECURITY HOLDER DERIVATIVE CLAIMS)	Approved	Yes
Form	EXPRESS CONTRACT EXCLUSION	Approved	Yes
Form	DELETE ENTITY COVERAGE INSURING AGREEMENTS B AND C	Approved	Yes
Form	NON EMPLOYMENT DISCRIMINATION EXCLUSION	Approved	Yes
Form	AMEND INSURED ORG. TO INCLUDE SHC. ENTITY AND ADD SUBLIMIT	Approved	Yes
Form	SCHEDULED OUTSIDE ENITYT WITH SUBLIMIT	Approved	Yes
Form	INSURANCE COMPANY ERRORS AND OMISSIONS EXCLUSION	Approved	Yes
Form	MANAGED CARE ACTIVITY EXCLUSION	Approved	Yes
Form	AMEND EXCEPTIONS TO EXCLUSION A.10 (EMPLOYMENT RELATED WRONGFUL ACTS)	Approved	Yes

SERFF Tracking Number: TRVE-125523370 State: Arkansas
 Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50
 Company Tracking Number: 2008-02-0018
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: Wrap+ Tranche 4 Liability Enhancement Form Filing 2008-02-0018
 Project Name/Number: Wrap+ Tranche 4 Liability Enhancement Form Filing 2008-02-0018/2008-02-0018

Form	PRIOR ACTS EXCLUSIONS WITH SCHEDULED DATES	Approved	Yes
Form	EXCESS BENEFIT TRANSACTION EXCISE TAX	Approved	Yes
Form	ADD SUBLIMIT AND SUBRETENTION FOR REGULATORY CLAIMS	Approved	Yes
Form	AMEND INSURED ORGAN TO INCLUDE SCHEDULED ENTITIES	Approved	Yes
Form	DELETE COVERAGE FOR INSURED PERSONS IN THEIR OUTSIDE POSITION	Approved	Yes
Form	EXPRESS CONTRACT EXCLUSION WITH EXCEPTION	Approved	Yes
Form	P&PP DATE SPECIFIC TO SUPPLEMENTAL PERSONAL INDEMN	Approved	Yes
Form	SCHEDULED INSURED ORGANIZATIONS WITH SUBLIMITS AND AMENDED PRIOR AND PENDING PROCEEDING DATES	Approved	Yes
Form	AMEND INSURED V. INSURED EXCLUSION – WHISTLEBLOWER PROTECTION	Approved	Yes

SERFF Tracking Number: TRVE-125523370 State: Arkansas
 Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50
 Company Tracking Number: 2008-02-0018
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: Wrap+ Tranche 4 Liability Enhancement Form Filing 2008-02-0018
 Project Name/Number: Wrap+ Tranche 4 Liability Enhancement Form Filing 2008-02-0018/2008-02-0018

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	AMEND CONDITIONS – OTHER INSURANCE (SCHEDULE OTHER POLICY)	EPL-7053	(03-07)	Endorsement/Amendment/Conditions	New	0.00	EPL-7053.pdf
Approved	ADD INDEPENDENT CONTRACTORS AS INSURED PERSONS	EPL-7054	ED. 03-07	Endorsement/Amendment/Conditions	New	0.00	EPL-7054.pdf
Approved	AMEND CONTINUITY DATE TO PROVIDE SEPARATE DATE FOR INSURED	EPL-7055	ED. 04-07	Endorsement/Amendment/Conditions	New	0.00	EPL-7055.pdf
Approved	AMEND ITEM 8 OF DECLARATION – EXTENDED REPORTING PERIOD	EPL-7056	ED. 04-07	Endorsement/Amendment/Conditions	New	0.00	EPL-7056.pdf
Approved	PRIOR ACTS EXCLUSIONS WITH SCHEDULED DATES	EPL-7057	ED. 05-07	Endorsement/Amendment/Conditions	New	0.00	EPL-7057.pdf
Approved	DELETE ENTITY COVERAGE	EPL-7058	ED. 08-07	Endorsement/Amendment/Conditions	New	0.00	EPL-7058.pdf

SERFF Tracking Number: TRVE-125523370 State: Arkansas
 Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50
 Company Tracking Number: 2008-02-0018
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: Wrap+ Tranche 4 Liability Enhancement Form Filing 2008-02-0018
 Project Name/Number: Wrap+ Tranche 4 Liability Enhancement Form Filing 2008-02-0018/2008-02-0018

ons

Approved	LIMIT OF LIABILITY FOR CONVERSION OF PENSION PLANS INTO CA	FRI-7052 ED. 03-07	Endorsement/Amendment/Conditions	New	0.00	FRI-7052.pdf
Approved	AMEND CONDITIONS TOED. INC. COVERAE FOR SCH. EMPLOYEE BENEFIT	FRI-7053 ED. 03-07	Endorsement/Amendment/Conditions	New	0.00	FRI-7053.pdf
Approved	AMEND INSURED TO INCLUDE MEMBERS OF SCHEDULED COMMITTEES	FRI-7054 ED. 04-07	Endorsement/Amendment/Conditions	New	0.00	FRI-7054.pdf
Approved	AMEND WRONGFUL ACT TO INCLUDE FIDUCIARY DUTIES FOR SCHEDULED PLAN, AMEND EMPLOYEE BENEFITS AND ADD LIMIT OF LIABILITY FOR SCHEDULED PLANS	FRI-7055 ED. 06-07	Endorsement/Amendment/Conditions	New	0.00	FRI-7055.pdf
Approved	ADD P&P DATES, CONTINUITY DATES AND LIMITS OF	FRI-7056 ED. 06-07	Endorsement/Amendment/Conditions	New	0.00	FRI-7056.pdf

SERFF Tracking Number: TRVE-125523370 State: Arkansas
 Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50
 Company Tracking Number: 2008-02-0018
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: Wrap+ Tranche 4 Liability Enhancement Form Filing 2008-02-0018
 Project Name/Number: Wrap+ Tranche 4 Liability Enhancement Form Filing 2008-02-0018/2008-02-0018

LIABILITY

Approved	MID-TERM CHANGE ENDORSEMENT TO DELETE COVERAGE	LIA-7118 (10-06)	Endorseme New nt/Amendm ent/Condi ons	0.00	LIA-7118.pdf
Approved	ERRORS AND OMISSIONS EXCLUSION	LIA-7150 (02-07)	Endorseme New nt/Amendm ent/Condi ons	0.00	LIA-7150.pdf
Approved	AMEND DEFINITION OF INSURED TO INCLUDE ADDITIONAL INSUREDS FOR VICARIOUS LIABILITY ONLY	LIA-7151 (02-07)	Endorseme New nt/Amendm ent/Condi ons	0.00	LIA-7151.pdf
Approved	ADD EXCLUSION FOR WRONGFUL ACTS COMMITTED IN WHOLE OR IN PART BY ADDITIONAL INSURED PRIOR TO SCHEDULED DATE	LIA-7152 (03-07)	Endorseme New nt/Amendm ent/Condi ons	0.00	LIA-7152.pdf
Approved	PARTNERSHIP AGREEMENT EXCLUSION	LIA-7153 (03-07)	Endorseme New nt/Amendm ent/Condi ons	0.00	LIA-7153.pdf
Approved	NONCUMULATI ON OF LIMITS (TWO OR MORE	LIA-7154 ED. 03-07	Endorseme New nt/Amendm ent/Condi	0.00	LIA-7154.pdf

SERFF Tracking Number: TRVE-125523370 State: Arkansas
 Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50
 Company Tracking Number: 2008-02-0018
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: Wrap+ Tranche 4 Liability Enhancement Form Filing 2008-02-0018
 Project Name/Number: Wrap+ Tranche 4 Liability Enhancement Form Filing 2008-02-0018/2008-02-0018

	LIABILITY COVERAGES)		ons		
Approved	AMEND RETENTION (MULTIPLE CLAIMANTS AND RELATED WRONGFUL A	LIA-7155 ED. 03-07	Endorsement/Amendment/Conditions	0.00	LIA-7155.pdf
Approved	SECONDARY OFFERING EXCLUSION WITH THRESHOLD EXCEPTION	LIA-7156 ED. 03-07	Endorsement/Amendment/Conditions	0.00	LIA-7156.pdf
Approved	AMEND DECLARATIONS BY ADDING LIABILITY COVERAGE SHARED LIMITED	LIA-7158 ED. 03-07	Endorsement/Amendment/Conditions	0.00	LIA-7158.pdf
Approved	AMEND ACQUISITIONS PROVISIONS (35%)	LIA-7159 ED. 03-07	Endorsement/Amendment/Conditions	0.00	LIA-7159.pdf
Approved	INSURANCE COMPANY ERRORS AND OMISSIONS EXCLUSION	LIA-7160 ED. 03-07	Endorsement/Amendment/Conditions	0.00	LIA-7160.pdf
Approved	PRIOR ACTS EXCLUSION APPLICABLE ONLY TO ENTITY COVERAGE	LIA-7161 ED. 04-07	Endorsement/Amendment/Conditions	0.00	LIA-7161.pdf
Approved	FAMILY	LIA-7162	Endorsement/Amendment/Conditions	0.00	LIA-7162.pdf

SERFF Tracking Number: TRVE-125523370 State: Arkansas
 Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50
 Company Tracking Number: 2008-02-0018
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: Wrap+ Tranche 4 Liability Enhancement Form Filing 2008-02-0018
 Project Name/Number: Wrap+ Tranche 4 Liability Enhancement Form Filing 2008-02-0018/2008-02-0018

	EXCLUSION WITH EQUITY INTEREST THRESHOLD	ED. 04-07	nt/Amendm ent/Condi tions		
Approved	AMEND CHANGE OF CONTROL BY DELETING APPOINTMENT OF TRUSTEE	LIA-7206 (10-07)	Endorseme nt/Amendm ent/Condi tions	0.00	LIA-7206.pdf
Approved	ADDITIONAL INSURED (AUTHORS)	MPL-7074 (03-07)	Endorseme nt/Amendm ent/Condi tions	0.00	MPL-7074.pdf
Approved	AMEND POLLUTION EXCLUSION	MPL-7075 ED. 03-07	Endorseme nt/Amendm ent/Condi tions	0.00	MPL-7075.pdf
Approved	COURIER ENDORSEMENT	MPL-7076 ED. 03-07	Endorseme nt/Amendm ent/Condi tions	0.00	MPL-7076.pdf
Approved	AMEND LOSS TO INCLUDE THE MULTIPLIED PORTION OF ANY MULTIPLE	MPL-7077 ED. 03-07	Endorseme nt/Amendm ent/Condi tions	0.00	MPL-7077.pdf
Approved	AMEND EXCLUSION A.16 (CRIMINAL ACTS)	MPL-7078 ED 04-07	Endorseme nt/Amendm ent/Condi tions	0.00	MPL-7078.pdf
Approved	AMEND ANITRUST EXCLUSION TO INCLUDE EXCEPTION FOR DEFENSE	MPL-7079 ED. 05-07	Endorseme nt/Amendm ent/Condi tions	0.00	MPL-7079.pdf

SERFF Tracking Number: TRVE-125523370 State: Arkansas
 Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50
 Company Tracking Number: 2008-02-0018
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: Wrap+ Tranche 4 Liability Enhancement Form Filing 2008-02-0018
 Project Name/Number: Wrap+ Tranche 4 Liability Enhancement Form Filing 2008-02-0018/2008-02-0018

Approved	HIPAA EXCLUSION ENDORSEMENT	MPL-7080 ED. 05-07	Endorseme New nt/Amendm ent/Condi tions	0.00	MPL- 7080.pdf
Approved	AMEND EXCLUSION A.1. BY DELETING "LOSS OF USE" WHEN COVERAGE IS UNAVAILABLE UNDER ANY OTHER POLICY OF INSURANCE	MPL-7081 ED. 05-07	Endorseme New nt/Amendm ent/Condi tions	0.00	MPL- 7081.pdf
Approved	CHAPTER 12 & 13 BANKRUPTCY TRUSTEE ENDORSEMENT	MPL-7082 ED. 05-07	Endorseme New nt/Amendm ent/Condi tions	0.00	MPL- 7082.pdf
Approved	AMEND PROP. DAMAGE EXCLUSION BY DELETING "LOSS OF USE"	MPL-7083 ED. 05-07	Endorseme New nt/Amendm ent/Condi tions	0.00	MPL- 7083.pdf
Approved	DELETE ENTITY COVERAGE – INSURING AGREEMENTS B AND C	NDO-7046 ED. 04-07	Endorseme New nt/Amendm ent/Condi tions	0.00	NDO- 7046.pdf
Approved	MID-TERM CHANGE ENDORSEMENT TO DELETE COVERAGE	NLE-7003 (10-06)	Endorseme New nt/Amendm ent/Condi tions	0.00	NLE- 7003.pdf
Approved	AMEND POLLUTION EXCLUSION	PDO-7058 REV. 03- 07	Endorseme New nt/Amendm ent/Condi	0.00	PDO- 7058.pdf

SERFF Tracking Number: TRVE-125523370 State: Arkansas
 Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50
 Company Tracking Number: 2008-02-0018
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: Wrap+ Tranche 4 Liability Enhancement Form Filing 2008-02-0018
 Project Name/Number: Wrap+ Tranche 4 Liability Enhancement Form Filing 2008-02-0018/2008-02-0018

(INCLUDE
 EXCEPTION
 FOR CERTAIN
 SECURITY
 HOLDER
 DERIVATIVE
 CLAIMS)

Approved	EXPRESS CONTRACT EXCLUSION	PDO-7079 ED. 03-07	Endorseme New nt/Amendm ent/Condi ons	0.00	PDO- 7079.pdf
Approved	DELETE ENTITY COVERAGE INSURING AGREEMENTS B AND C	PDO-7080 ED. 03-07	Endorseme New nt/Amendm ent/Condi ons	0.00	PDO- 7080.pdf
Approved	NON EMPLOYMENT DISCRIMINATIO N EXCLUSION	PDO-7081 ED. 04-07	Endorseme New nt/Amendm ent/Condi ons	0.00	PDO- 7081.pdf
Approved	AMEND INSURED ORG. TO INCLUDE SHC. ENTITY AND ADD SUBLIMIT	PDO-7082 ED. 04-07	Endorseme New nt/Amendm ent/Condi ons	0.00	PDO- 7082.pdf
Approved	SCHEDULED OUTSIDE ENITYT WITH SUBLIMIT	PDO-7083 ED. 04-07	Endorseme New nt/Amendm ent/Condi ons	0.00	PDO- 7083.pdf
Approved	INSURANCE COMPANY ERRORS AND OMISSIONS EXCLUSION	PDO-7084 ED. 04-07	Endorseme New nt/Amendm ent/Condi ons	0.00	PDO- 7084.pdf
Approved	MANAGED CARE ACTIVITY	PDO-7085 ED. 04-07	Endorseme New nt/Amendm	0.00	PDO- 7085.pdf

SERFF Tracking Number: TRVE-125523370 State: Arkansas
 Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50
 Company Tracking Number: 2008-02-0018
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: Wrap+ Tranche 4 Liability Enhancement Form Filing 2008-02-0018
 Project Name/Number: Wrap+ Tranche 4 Liability Enhancement Form Filing 2008-02-0018/2008-02-0018

	EXCLUSION		ent/Condi tions		
Approved	AMEND EXCEPTIONS TO EXCLUSION A.10 (EMPLOYMENT RELATED WRONGFUL ACTS)	PDO-7086 ED. (05- 07)	Endorseme New nt/Amendm ent/Condi tions	0.00	PDO- 7086.pdf
Approved	PRIOR ACTS EXCLUSIONS WITH SCHEDULED DATES	PDO-7087 ED. (05- 07)	Endorseme New nt/Amendm ent/Condi tions	0.00	PDO- 7087.pdf
Approved	EXCESS BENEFIT TRANSACTION EXCISE TAX	PDO-7088 ED. 05-07	Endorseme New nt/Amendm ent/Condi tions	0.00	PDO- 7088.pdf
Approved	ADD SUBLIMIT AND SUBRETENTION FOR REGULATORY CLAIMS	PDO-7089 ED. 05-07	Endorseme New nt/Amendm ent/Condi tions	0.00	PDO- 7089.pdf
Approved	AMEND INSURED ORGAN TO INCLUDE SCHEDULED ENTITIES	PDO-7090 ED. 05-07	Endorseme New nt/Amendm ent/Condi tions	0.00	PDO- 7090.pdf
Approved	DELETE COVERAGE FOR INSURED PERSONS IN THEIR OUTSIDE POSITION	PDO-7091 ED. 05-07	Endorseme New nt/Amendm ent/Condi tions	0.00	PDO- 7091.pdf

SERFF Tracking Number: TRVE-125523370 State: Arkansas
 Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50
 Company Tracking Number: 2008-02-0018
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: Wrap+ Tranche 4 Liability Enhancement Form Filing 2008-02-0018
 Project Name/Number: Wrap+ Tranche 4 Liability Enhancement Form Filing 2008-02-0018/2008-02-0018

Approved	EXPRESS CONTRACT EXCLUSION WITH EXCEPTION	PDO-7093 ED. 07-07	Endorseme New nt/Amendm ent/Condi tions	0.00	PDO- 7093.pdf
Approved	P&PP DATE SPECIFIC TO SUPPLEMENTA L PERSONAL INDEMN	PDO-7094 ED. 07-07	Endorseme New nt/Amendm ent/Condi tions	0.00	PDO- 7094.pdf
Approved	SCHEDULED INSURED ORGANIZATION S WITH SUBLIMITS AND AMENDED PRIOR AND PENDING PROCEEDING DATES	PDO-7095 ED. 08-07	Endorseme New nt/Amendm ent/Condi tions	0.00	PDO- 7095.pdf
Approved	AMEND INSURED V. INSURED EXCLUSION – WHISTLEBLOW ER PROTECTION	PDO-7096 ED. 08-07	Endorseme New nt/Amendm ent/Condi tions	0.00	PDO- 7096.pdf

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMEND CONDITIONS - OTHER INSURANCE
(SCHEDULE OTHER POLICY)**

This endorsement modifies the following coverage:

Employment Practices Liability

It is agreed that solely with respect to the **Liability Coverage** shown above, Section IV. CONDITIONS B. is amended by adding the following:

Notwithstanding any other provision in this **Liability Policy** to the contrary, this **Liability Coverage** shall apply only as excess insurance over, and shall not contribute with, the policy(ies) scheduled below issued by the insurer scheduled directly opposite such policy(ies):

<u>Policy Number</u>	<u>Insurer</u>
<u><policy number></u>	<u><insurer></u>
<u><policy number></u>	<u><insurer></u>
<u><policy number></u>	<u><insurer></u>

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADD INDEPENDENT CONTRACTORS AS INSURED PERSONS

This endorsement modifies the following coverage:

Employment Practices Liability

It is agreed that solely with respect to the **Liability Coverage** shown above, Section II. DEFINITIONS K. “**Insured Person**” is amended to also mean **Independent Contractor** but only if and to the extent the **Named Insured** provides indemnification to such natural person in the same manner as that provided to **Employees**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMEND CONTINUITY DATE TO PROVIDE SEPARATE DATE FOR INSURED ORGANIZATION
AND INSURED PERSONS**

This endorsement modifies the following coverage:

Employment Practices Liability

It is agreed that solely with respect to the **Liability Coverage** shown above:

1. Solely with respect to the **Insured Organization**, the Continuity Dates set forth in ITEM 5 of the Declarations are deleted and replaced with the following:

Continuity Date: Claims for Wrongful Employment Practices: <Date>
Claims for Third Party Wrongful Acts: <Date>

2. Solely with respect to any **Insured Person**, the Continuity Dates set forth in ITEM 5 of the Declarations are deleted and replaced with the following:

Continuity Date: Claims for Wrongful Employment Practices: <Date>
Claims for Third Party Wrongful Acts: <Date>

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND ITEM 8 OF DECLARATIONS - EXTENDED REPORTING PERIOD

This endorsement modifies the following coverage:

Employment Practices Liability

It is agreed that solely with respect to the **Liability Coverage** shown above, the Liability Coverage Extended Reporting Period set forth in ITEM 8 of the Declarations is deleted and replaced with the following:

ITEM 8 LIABILITY COVERAGE EXTENDED REPORTING PERIOD:

Additional Premium Percentage: <percentage>%

Additional Months: <Number>

(If exercised in accordance with Section III. CONDITIONS O. EXTENDED REPORTING PERIOD of the Liability Coverage Terms and Conditions)

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIOR ACTS EXCLUSIONS WITH SCHEDULED DATES

This endorsement modifies the following coverage:

Employment Practices Liability

It is agreed that solely with respect to the **Liability Coverage** shown above:

1. Solely with respect to any **Insured Person**, this **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, any **Employment Claim**, based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any actual or alleged **Wrongful Employment Practice**, that occurred in whole or in part, prior to <Date>.
2. Solely with respect to any **Insured Organization**, this **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, any **Employment Claim**, based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any actual or alleged **Wrongful Employment Practice**, that occurred in whole or in part, prior to <Date>.
3. Solely with respect to Section I. INSURING AGREEMENTS B., this **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, any **Employment Claim**, based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any actual or alleged **Wrongful Employment Practice**, that occurred in whole or in part, prior to <Date>.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DELETE ENTITY COVERAGE

This endorsement modifies the following coverage:

Employment Practices Liability

It is agreed that solely with respect to the **Liability Coverage** shown above:

1. Section I. INSURING AGREEMENTS A. and B. are amended by deleting “**Insured**” wherever it appears and replacing it with “**Insured Person**”.
2. Section II. DEFINITIONS. F. “**Employment Claim**” is amended by deleting “against an **Insured** by or on behalf of or for the benefit of a **Claimant** or **Outside Claimant** for a **Wrongful Employment Practice**; provided, that **Employment Claim** does not include any labor or grievance arbitration or other proceeding pursuant to a collective bargaining agreement or any type of criminal proceeding” and replacing it with “against an **Insured Person** by or on behalf of or for the benefit of a **Claimant** or **Outside Claimant** for a **Wrongful Employment Practice**; provided, that **Employment Claim** does not include any labor or grievance arbitration or other proceeding pursuant to a collective bargaining agreement or any type of criminal proceeding”.
3. The first paragraph of Section II. DEFINITIONS. L. “**Loss**” is amended by deleting “**Insured**” and replacing it with “**Insured Person**”.
4. Section II. DEFINITIONS. T. “**Third Party Claim**” is amended by deleting “against an **Insured** by or on behalf of or for the benefit of any natural person other than a **Claimant** for a **Third Party Wrongful Act**; provided, that **Third Party Claim** does not include any labor or grievance arbitration or other proceeding pursuant to a collective bargaining agreement or any type of criminal proceeding” and replacing it with “against an **Insured Person** by or on behalf of or for the benefit of any natural person other than a **Claimant** for a **Third Party Wrongful Act**; provided, that **Third Party Claim** does not include any labor or grievance arbitration or other proceeding pursuant to a collective bargaining agreement or any type of criminal proceeding”.
5. Section II. DEFINITIONS. X. “**Wrongful Employment Practice**” 12. is amended by deleting “**Insured**” and replacing it with “**Insured Person**”.
6. Section IV. CONDITIONS A. is amended by deleting “**Insured**” wherever it appears and replacing it with “**Insured Person**”.
7. Notwithstanding any other provision in this **Liability Policy** to the contrary, this **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, the **Insured Organization**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMIT OF LIABILITY FOR CONVERSION OF PENSION PLANS INTO CASH BALANCE PLANS

This endorsement modifies the following coverage:

Fiduciary Liability

It is agreed that solely with respect to the **Liability Coverage** shown above and solely with respect to any **Claim** for or arising out of any **Wrongful Act** by any **Insured** in the conversion of, or failure to convert, any **Pension Plan** to a cash balance plan, the Limit of Liability shall be \$ <Sublimit>, which amount shall be part of, and not in addition to the Limit of Liability set forth in ITEM 5 of the Declarations.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMEND CONDITIONS TO INCLUDE COVERAGE FOR SCHEDULED EMPLOYEE BENEFIT PLANS
SUBJECT TO LIMIT OF LIABILITY**

This endorsement modifies the following coverage:

Fiduciary Liability

It is agreed that solely with respect to the **Liability Coverage** shown above, Section V. CONDITIONS B. is amended by adding the following:

Notwithstanding any provision in the **Liability Policy** to the contrary, subject to all other terms and conditions of this **Liability Coverage**, this **Liability Coverage** will provide coverage for the **Employee Benefit Plans** scheduled below, and their respective **Insured Persons**, for **Wrongful Acts** occurring prior to the dates scheduled directly opposite such **Employee Benefit Plans**; provided that the Company's limit of liability for **Claims** for any such **Wrongful Acts** will not exceed the amounts scheduled below directly opposite such **Employee Benefit Plans**. The limits of liability set forth below are part of, and not in addition to, the limit of liability set forth in ITEM 5 of the Declarations.

<u><Date Acquired></u>	<u><Employee Benefit Plan></u>	<u><Limit></u>
<u><Date Acquired></u>	<u><Employee Benefit Plan></u>	<u><Limit></u>
<u><Date Acquired></u>	<u><Employee Benefit Plan></u>	<u><Limit></u>
<u><Date Acquired></u>	<u><Employee Benefit Plan></u>	<u><Limit></u>
<u><Date Acquired></u>	<u><Employee Benefit Plan></u>	<u><Limit></u>
<u><Date Acquired></u>	<u><Employee Benefit Plan></u>	<u><Limit></u>

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND INSURED TO INCLUDE MEMBERS OF SCHEDULED COMMITTEES

This endorsement modifies the following coverage:

Fiduciary Liability

It is agreed that solely with respect to the **Liability Coverage** shown above, Section II. DEFINITIONS J. “**Insured**” is amended to also mean any past, present or future member of the committees scheduled below, but solely to the extent the member is acting within his or her capacity as a fiduciary of an **Employee Benefit Plan**.

<Name>

<Name>

<Name>

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMEND WRONGFUL ACT TO INCLUDE FIDUCIARY DUTIES FOR SCHEDULED PLAN, AMEND
EMPLOYEE BENEFITS AND ADD LIMIT OF LIABILITY FOR SCHEDULED PLANS**

This endorsement modifies the following coverage:

Fiduciary Liability

It is agreed that solely with respect to the **Liability Coverage** shown above:

1. Section II. DEFINITIONS. V. “**Wrongful Act**” is amended by adding the following:

“**Wrongful Act**” also means any actual or alleged breach of duties, obligations and responsibilities imposed by **ERISA** or by COBRA, or by any similar or related federal, state or local law or regulation, in the discharge of the **Insured’s** duties with respect to any Scheduled Plan listed below.

Scheduled Plan(s)

<Name>
<Name>
<Name>
<Name>
<Name>
<Name>
<Name>

2. Section II. DEFINITIONS. D. “**Employee Benefits**” is amended by adding the following:

“**Employee Benefits**” also means benefits provided through any Scheduled Plan listed in Section II. DEFINITIONS. V. “**Wrongful Act**”, as amended by endorsement <this endorsement’s number>.

3. Section III. CONDITIONS C. of the Liability Coverage Terms and Conditions is amended by adding the following:

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured’s** legal obligation with regard thereto arises or is established, the Company’s maximum limit of liability for all **Loss**, including **Defense Expenses**, for all **Claims** involving any Scheduled Plan listed in Fiduciary Liability Section II. DEFINITIONS. V. “**Wrongful Act**”, as amended by endorsement <this endorsement’s number>, shall not exceed \$<Amount> for each Scheduled Plan. This amount is included within, and not in addition to, any applicable Limit of Liability set forth in ITEM 5 of the Declarations.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____

On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MID-TERM CHANGE ENDORSEMENT TO DELETE COVERAGE

This endorsement modifies the Declarations

It is agreed that the Declarations are modified as follows:

1. ITEM 4 is amended by deleting the following coverage or coverages from the Declarations:

<Coverage Part Name>

2. Solely with respect to the coverage or coverages shown in paragraph 1. above, Item 5 of the Declarations is deleted.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____

On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ERRORS AND OMISSIONS EXCLUSION

This endorsement modifies the following coverage:

<Private Company Directors and Officers Liability or Non-Profit Organization Directors and Officers Liability>

It is agreed that this **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, any **Claim** based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any actual or alleged act, error, omission or breach of fiduciary duty by any **Insured** in the rendering of, or failure to render, trustee services for <Name>.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMEND DEFINITION OF INSURED TO INCLUDE ADDITIONAL INSUREDS
FOR VICARIOUS LIABILITY ONLY**

This endorsement modifies the following coverage:

<any or all purchased liability coverage >

It is agreed that solely with respect to the **Liability Coverage** shown above:

1. Section II. DEFINITIONS J. “**Insured**” of the Liability Coverage Terms and Conditions is amended to also mean any party scheduled in paragraph 2. below (each an “Additional Insured”), but only for **Defense Expenses** for any **Claim**:
 - a. made and continuously maintained against both an Additional Insured and any **Insured** other than an Additional Insured; and
 - b. for an actual or alleged **Wrongful Act** committed solely by any **Insured** other than an Additional Insured.
2. Scheduled Party
<Name>
<Name>
<Name>
<Name>
<Name>
<Name>
<Name>
<Name>
<Name>
3. No Additional Insured will by reason of this endorsement have any greater right to coverage under this **Liability Policy** than any **Insured**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADD EXCLUSION FOR WRONGFUL ACTS COMMITTED IN WHOLE OR IN PART BY ADDITIONAL INSURED PRIOR TO SCHEDULED DATE

This endorsement modifies the following coverage:

<any or all purchased liability coverage part(s)>

It is agreed that solely with respect to the **Liability Coverage** shown above:

1. Section II. DEFINITIONS J. “**Insured**” of the Liability Coverage Terms and Conditions is amended to also mean the Additional Insureds set forth below in paragraph 3.
2. This **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, any **Claim** based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any **Wrongful Act** committed or alleged to have been committed, in whole or in part, prior to the dates set forth below in paragraph 3. by the Additional Insured listed directly opposite such date.
3.

<u>Additional Insured</u>	<u>Date</u>
<u><Name></u>	<u><Date></u>

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PARTNERSHIP AGREEMENT EXCLUSION

This endorsement modifies the following coverage:

<private D&O or non-profit D&O and/or employment practices liability and/or fiduciary liability>

It is agreed that solely with respect to the **Liability Coverage** shown above, this **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, any **Claim** brought by, or on behalf of, or in the name or right of, or for the benefit of, any partner, principal, director, officer or shareholder of, the **Insured Organization** arising out of any express or implied agreement of partnership, including any agreement regarding allocation of shares, ownership rights or interests, distribution of profits or losses, contributions of capital or any other financial relationship between or among individuals who are parties to such agreement.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NONCUMULATION OF LIMITS
(TWO OR MORE LIABILITY COVERAGES)**

This endorsement modifies the following coverage:

<any or all purchased liability coverages>

It is agreed that solely with respect to the **Liability Coverages** shown above, Section III. CONDITIONS C.1.b. of the Liability Coverage Terms and Conditions is deleted and replaced with the following:

b. in the event that a **Claim** triggers more than one **Liability Coverage**, the Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for any such **Claim** shall not exceed the highest available remaining **Liability Coverage Limit of Liability** of the applicable **Liability Coverages**. All **Liability Coverage Limits of Liability** applicable to this **Liability Policy** or to a **Liability Coverage** shall be reduced by the amount of any payment made under the terms of each **Liability Coverage**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMEND RETENTION
(MULTIPLE CLAIMANTS AND RELATED WRONGFUL ACT)**

This endorsement modifies the following coverage:

<any or all purchased liability coverage part(s)>

It is agreed that solely with respect to the **Liability Coverage** shown above and as indicated below by :

1. <Private Company Directors and Officers Liability or Non-Profit Organization Directors and Officers Liability>

Solely with respect to any **Claim** brought by, or on behalf of, a class, whether or not certified, or by, or on behalf of, two or more claimants based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any **Related Wrongful Act**, the Retention set forth in ITEM 5 of the Declarations is deleted and replaced with the following:

Retention: \$ <Amount> for each **Claim** under Insuring Agreement A.
 \$ <Amount> for each **Claim** under Insuring Agreement B.
 \$ <Amount> for each **Claim** under Insuring Agreement C.

2. Employment Practices Liability

a. Solely with respect to any **Claim** brought by, or on behalf of, a class, whether or not certified, or by, or on behalf of, two or more **Claimants** based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any **Related Wrongful Act**, the Retention set forth in ITEM 5 of the Declarations is deleted and replaced with the following:

Retention: \$ <Amount> for each **Claim** under Insuring Agreement A.

b. Solely with respect to any **Third Party Claim** brought by, or on behalf of, a class, whether or not certified, or by, or on behalf of, two or more natural persons other than **Claimants** based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any **Related Wrongful Act**, the Retention set forth in ITEM 5 of the Declarations is deleted and replaced with the following:

Retention: \$ <Amount> for each **Claim** under Insuring Agreement B., if applicable.

3. Fiduciary Liability

Solely with respect to any **Claim** brought by, or on behalf of, a class, whether or not certified, or by, or on behalf of, two or more claimants based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any **Related Wrongful Act**, the Retention set forth in ITEM 5 of the Declarations is deleted and replaced with the following:

Retention: \$ <Amount> for each **Claim** under Insuring Agreement A.
 \$ <Amount> for each **Claim** under Insuring Agreement B.

4. Miscellaneous Professional Liability

Solely with respect to any **Claim** brought by, or on behalf of, a class, whether or not certified, or by, or on behalf of, two or more claimants based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any **Related Wrongful Act**, the Retention set forth in ITEM 5 of the Declarations is deleted and replaced with the following:

Retention: \$ <Amount> for each **Claim**

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SECONDARY OFFERING EXCLUSION WITH THRESHOLD EXCEPTION

This endorsement modifies the following coverage:

<Non-profit D&O or Private D&O and/or EPL and/or Fiduciary Liability>

It is agreed that solely with respect to the **Liability Coverage** shown above:

1. Solely with respect to this endorsement, "Security", either in the singular or plural, means any of the following issued by the **Insured Organization**: (1) note, (2) stock, (3) treasury stock, (4) bond, (5) debenture, (6) evidence of indebtedness, (7) certificate of interest or participation in any profit-sharing agreement, collateral-trust certificate, preorganization certificate or subscription, (8) transferable share, (9) investment contract, (10) voting-trust certificate, (11) certificate of deposit for a security, (12) fractional undivided interest in oil, gas or other mineral rights, (13) any put, call, straddle, option or privilege on any security, certificate of deposit, or group or index of securities (including any interest therein or based on the value thereof), or (14) any put, call, straddle, option, or privilege entered into on a national securities exchange relating to foreign currency, or, in general, (15) any interest or instrument commonly known as a "security", or (16) any certificate of interest or participation in, temporary or interim certificate for, receipt for, guarantee of, or warrant or right to subscribe to or purchase, any of the foregoing.
2. This **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, any **Claim** based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any public or private offer or sale of Securities by the **Insured Organization** after **<Date>**.

This exclusion shall not apply if

- a. the value of any such offer or the proceeds of any such sale is less than or equal to \$**<Amount>** or
- b. the proceeds from any such offer or sale exceeds \$**<Amount>**

and if, at least thirty (30) days prior to any actual sale, the Company receives notice of the same and any additional information it may request from the **Insureds**, and the Company agrees to afford coverage for the same subject to any additional terms and condition, including the payment of additional premium.

For the purposes of this exclusion, the term "sale" is synonymous with "sell" and shall include every contract of sale or disposition of a Security or interest in a Security, for value, and the term "offer" is synonymous with "offer for sale" and "offer to sell" and shall include every attempt or offer to dispose of, or solicitation of any offer to buy, a Security or interest in a Security, for value.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by:

On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND DECLARATIONS BY ADDING LIABILITY COVERAGE SHARED LIMIT OF LIABILITY

This endorsement modifies the following coverage:

<Any purchased liability coverage part>

It is agreed that solely with respect to the **Liability Coverage** shown above, the Declarations are amended by adding the following:

ITEM 12 **LIABILITY COVERAGE SHARED LIMIT OF LIABILITY:**

\$ <Amount> for all **Claims** under the following **Liability Coverages**: <coverages>

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMEND ACQUISITIONS PROVISION
(35%)**

This endorsement modifies the following coverage:

<Non profit D&O or Private Company D&O and/or any other purchased liability coverage parts>

It is agreed that solely with respect to the **Liability Coverage** shown above, the second paragraph of Section III. CONDITIONS L. of the Liability Coverage Terms and Conditions is amended by deleting "twenty-five percent (25%)" and replacing it with "thirty-five percent (35%)".

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE COMPANY ERRORS AND OMISSIONS EXCLUSION

This endorsement modifies the following coverage:

<Non-Profit Organization D&O Liability and/or Miscellaneous Professional Liability>

It is agreed that solely with respect to the **Liability Coverage** shown above, this **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, any **Claim** based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any actual or alleged:

- a. failure or refusal to renew, or cancellation or termination of any policy of insurance, reinsurance, bonds or indemnity agreement, including but not limited to annuities, endowments, pension contracts and risk management self-insurance programs, pools or similar programs (any such agreement or policy an "Insurance Contract");
- b. failure or refusal to pay, or delay in the payment of benefits or other amounts actually or allegedly due under any Insurance Contract;
- c. lack of good faith or fair dealing in the handling, settlement or payment of any claim actually or allegedly covered by, or any obligation arising out of or under, any Insurance Contract;
- d. act, error or omission in connection with the administration of any Insurance Contract, including but not limited to giving counsel and handling records with respect to and interpreting any Insurance Contract; or
- e. sponsorship, amendment to, or termination of any insurance program.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIOR ACTS EXCLUSION APPLICABLE ONLY TO ENTITY COVERAGE

This endorsement modifies the following coverage:

<non-profit D&O or private company D&O>

It is agreed that solely with respect to the **Liability Coverage** shown above and solely with respect to Section I. INSURING AGREEMENTS C., this **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, any **Claim** based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any **Wrongful Act** committed or alleged to have been committed, in whole or in part, prior to **<Date>**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FAMILY EXCLUSION WITH EQUITY INTEREST THRESHOLD

This endorsement modifies the following coverage:

<Private D&O and/or EPL and/or Fiduciary Liability>

It is agreed that solely with respect to the **Liability Coverage** shown above, this **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, any **Claim** brought by or on behalf of, or in the name or in the name or right of, any person

a. who is a present or former spouse, child, grandchild, parent, grandparent, brother, sister, cousin, uncle or aunt of any **Insured Person**, any present spouse of any such relative or any other person directly or indirectly related by blood, marriage or adoption to any **Insured Person**; and

b. who owns or formerly owned, directly or indirectly, a <percentage>% or greater equity interest in the **Insured Organization**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND CHANGE OF CONTROL BY DELETING APPOINTMENT OF TRUSTEE

This endorsement modifies the following coverage:

<any or all purchased liability coverage part(s)>

It is agreed that solely with respect to the **Liability Coverage** shown above, Section II. DEFINITIONS D.2 “**Change of Control**” of the Liability Coverage Terms and Conditions is deleted.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
(AUTHORS)**

This endorsement modifies the following coverage:

Miscellaneous Professional Liability

It is agreed that solely with respect to the **Liability Coverage** shown above:

1. Solely with respect to this endorsement, "Additional Insured" means any author who is providing material for publication to an **Insured** pursuant to a publishing contract with the **Insured Organization**.
2. Section II. DEFINITIONS E. "**Insured**" is amended to also mean any Additional Insured; provided that, notwithstanding any other provision in this **Liability Policy** to the contrary, no coverage under this **Liability Coverage** will be available to any Additional Insured for **Claims** based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any breach of any representation, warranty or guarantee made by any such Additional Insured in his or her publishing contract with the **Insured Organization**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND POLLUTION EXCLUSION

This endorsement modifies the following coverage:

Miscellaneous Professional Liability

It is agreed that solely with respect to the **Liability Coverage** shown above, Section III. EXCLUSIONS A. 4. is deleted and replaced with the following:

4. for any **Pollution**, including any such **Claim** alleging damage to an **Insured**;

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COURIER ENDORSEMENT

This endorsement modifies the following coverage:

Miscellaneous Professional Liability

It is agreed that:

1. Solely with respect to this endorsement:

“Negotiable Instrument” means a document that represents an unconditional order or promise to pay a specified amount of money that is transferable from one party to another, including money, securities, bearer bonds, and checks, other than cancelled or for deposit only, stamped checks.

2. This **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, any **Claim** based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any actual or alleged failure to transport, deliver, receive, or secure, any money, securities other Negotiable Instruments, pharmaceuticals, medical equipment or devices, jewelry, gems, precious metals, or fine art; provided, however, that this exclusion shall not apply to allegations of emotional distress, mental anguish, humiliation, or loss of reputation of any person, if and only to the extent that such allegations are made a part of a **Claim** for **Personal Injury**.

3. Section III. EXCLUSIONS A. 1. is amended by deleting “loss of, or loss of use of,”.

4. Section III. EXCLUSIONS A. 2. is amended by adding the following:

Notwithstanding any other provision in this **Liability Policy** to the contrary, this exclusion shall not apply to allegations of emotional distress, mental anguish, humiliation, or loss of reputation of any person, if and only to the extent that such allegations are made a part of a **Claim** for **Personal Injury**.

5. Section III. Exclusions A. 8. is amended by adding the following:

Notwithstanding any other provision in this **Liability Policy** to the contrary, this exclusion shall not apply to any actual or alleged violation of the privacy provisions protecting health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and any related regulations promulgated thereunder.

6. Section III. Exclusions A. 9. is amended by adding the following:

Notwithstanding any other provision in this **Liability Policy** to the contrary, this exclusion shall not apply to any actual or alleged violation of the privacy provisions protecting health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and any related regulations promulgated thereunder.

7. Section III. EXCLUSIONS A. 17 is deleted.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND LOSS TO INCLUDE THE MULTIPLIED PORTION OF ANY MULTIPLIED DAMAGE AWARD

This endorsement modifies the following coverage:

Miscellaneous Professional Liability

It is agreed that solely with respect to the **Liability Coverage** shown above, Section II DEFINITIONS H. "**Loss**" is amended by adding the following:

Notwithstanding any other provision in this **Liability Policy** to the contrary, **Loss** also means the multiplied portion of any multiplied damage award.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMEND EXCLUSION A.16
(CRIMINAL ACTS)**

This endorsement modifies the following coverage:

Miscellaneous Professional Liability

It is agreed that solely with respect to the **Liability Coverage** shown above, Section III. EXCLUSIONS A.16. is deleted and replaced with the following:

16. for any actual or alleged commission of a crime or violation of a criminal statute;

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND ANTITRUST EXCLUSION TO INCLUDE EXCEPTION FOR DEFENSE EXPENSES

This endorsement modifies the following coverage:

Miscellaneous Professional Liability

It is agreed that solely with respect to the **Liability Coverage** shown above:

1. Section III. EXCLUSIONS A.19. is deleted.
2. The Company shall have no duty to pay, **Loss**, other than **Defense Expenses**, for any **Claim** for any actual or alleged violation of any law, rule or regulation relating to antitrust, or the prohibition of monopolies.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIPAA EXCLUSION ENDORSEMENT

This endorsement modifies the following coverage:

Miscellaneous Professional Liability

It is agreed that solely with respect to the **Liability Coverage** shown above, Section III. EXCLUSIONS A. is amended by adding the following:

This **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, any **Claim** based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any actual or alleged violation of responsibilities, duties, or obligations imposed on an **Insured** under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), amendments thereto or regulations promulgated thereunder, or any similar or related law or regulations.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND EXCLUSION A.1. BY DELETING "LOSS OF USE" WHEN COVERAGE IS UNAVAILABLE UNDER ANY OTHER POLICY OF INSURANCE

This endorsement modifies the following coverage:

Miscellaneous Professional Liability

It is agreed that solely with respect to the **Liability Coverage** shown above, Section III. EXCLUSIONS A.1. is deleted and replaced with the following:

1. for any actual or alleged damage to, or destruction of, loss of, or loss of use of, any tangible property including without limitation inadequate or insufficient protection from soil or ground water movement, soil subsidence, mold, toxic mold, spores, mildew, fungus, or wet or dry rot; provided that this exclusion shall not apply to loss of use of any tangible property if coverage is unavailable under any other policy of insurance;

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHAPTER 12 & 13 BANKRUPTCY TRUSTEE ENDORSEMENT

This endorsement modifies the following coverage:

Miscellaneous Professional Liability

It is agreed that solely with respect to the **Liability Coverage** shown above:

1. Section II. DEFINITIONS is amended by adding the following:

“**Trustee Services**” means the performance of any of the services specified in 11 U.S.C. Section 1202 or 11 U.S.C. Section 1302 by a natural person while acting in a capacity as trustee in a case under Chapter 12 or 13 of the United States Bankruptcy Code.
2. Section II. DEFINITIONS G. “**Insured Person**” is amended to also mean any natural person for whose **Wrongful Acts** the **Insured Organization** is legally responsible, but only while such person is performing **Trustee Services** on behalf of the **Insured Organization**.
3. Section III. EXCLUSIONS A.1. and A.2. shall not apply to **Claims** for any actual or alleged failure to effect or maintain insurance on property, other than money, of which the **Insured** has neither custody nor control.
4. Notwithstanding any other provision in this **Liability Coverage** to the contrary, Section V. CONDITIONS D. shall not apply to fidelity or surety bonds maintained by the **Insureds** in connection with the performance of **Trustee Services**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND PROPERTY DAMAGE EXCLUSION BY DELETING "LOSS OF USE" WHEN COVERAGE IS UNAVAILABLE UNDER ANY OTHER POLICY OF INSURANCE

This endorsement modifies the following coverage:

Miscellaneous Professional Liability

It is agreed that solely with respect to the **Liability Coverage** shown above, Section III. EXCLUSIONS A.1. is amended by adding the following:

This exclusion shall not apply to loss of use of any tangible property if such coverage is unavailable under any other policy of insurance.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DELETE ENTITY COVERAGE - INSURING AGREEMENTS B AND C

This endorsement modifies the following coverage:

Non-Profit Organization Directors and Officers Liability

It is agreed that solely with respect to the **Liability Coverage** shown above:

1. ITEM 5 of the Declarations is amended by deleting the following:

\$ <enter amount> for each **Claim** under Insuring Agreement B.
\$ <enter amount> for each **Claim** under Insuring Agreement C.
2. Section I. INSURING AGREEMENTS B. and C. are deleted.
3. Section II. DEFINITIONS A. “**Claim**” is amended by deleting “against an **Insured** for a **Wrongful Act**, provided, that **Claim** does not include any labor or grievance arbitration or other proceeding pursuant to a collective bargaining agreement” and replacing it with “against an **Insured Person** for a **Wrongful Act**, provided, that **Claim** does not include any labor or grievance arbitration or other proceeding pursuant to a collective bargaining agreement”.
4. Section II. DEFINITIONS I. “**Loss**” is amended by replacing all references to “**Insured**” with “**Insured Person**”.
5. Section II. DEFINITIONS P.3. “**Wrongful Act**” is deleted.
6. Section III. EXCLUSIONS A.14. and B.3. are deleted.
7. Section V. CONDITIONS A. and F. are deleted.
8. Section V. CONDITIONS B., D. and E. are amended by replacing all references to “**Insured**” with “**Insured Person**”.
9. The first paragraph of Section V. CONDITIONS C. is deleted and replaced with the following:

No coverage under Section I. INSURING AGREEMENTS A. shall be available to any **Insured Person** if the **Insured Organization** or any **Outside Entity** is legally permitted to indemnify such **Insured Person** for **Loss** resulting from any **Claim** against such **Insured Person**, but fails to do so.
10. Notwithstanding any other provision in this **Liability Policy** to the contrary, Private Company Directors and Officers Liability shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, the **Insured Organization**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MID-TERM CHANGE ENDORSEMENT TO DELETE COVERAGE

This endorsement modifies the Declarations

It is agreed that the Declarations are modified as follows:

1. ITEM 4 is amended by deleting the following coverage or coverages from the Declarations:

<Coverage Part Name>

2. Solely with respect to the coverage or coverages shown in paragraph 1. above, Item 5 of the Declarations is deleted.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____

On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMEND POLLUTION EXCLUSION
(INCLUDE EXCEPTION FOR CERTAIN SECURITY HOLDER DERIVATIVE CLAIMS)**

This endorsement modifies the following coverage:

Private Company Directors and Officers Liability

It is agreed that solely with respect to the **Liability Coverage** shown above, Section IV. EXCLUSIONS A.4. is deleted and replaced with the following:

4. based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any **Pollution**; provided, that this exclusion shall not apply to any **Claim** brought directly or derivatively against any **Insured Person** by a security holder of the **Insured Organization** in his or her capacity as such, but only if such **Claim** is brought and maintained without the assistance, participation or solicitation of any member of the board of directors, officer, member of the board of managers, or a functional equivalent thereof.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXPRESS CONTRACT EXCLUSION

This endorsement modifies the following coverage:

Private Company Directors and Officers Liability

It is agreed that solely with respect to the **Liability Coverage** shown above:

1. Section IV. EXCLUSIONS A.14.d. is deleted.
2. This **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, any **Claim** based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any actual or alleged liability of the **Insured Organization** under any express contract or agreement. For the purposes of this exclusion, an express contract or agreement is an actual agreement among the contracting parties, the terms of which are openly stated in distinct or explicit language, either orally or in writing, at the time of its making.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DELETE ENTITY COVERAGE - INSURING AGREEMENTS B AND C

This endorsement modifies the following coverage:

Private Company Directors and Officers Liability

It is agreed that solely with respect to the **Liability Coverage** shown above:

1. ITEM 5 of the Declarations is amended by deleting the following:

\$ <enter amount> for each **Claim** under Insuring Agreement B.
\$ <enter amount> for each **Claim** under Insuring Agreement C.
2. Section I. INSURING AGREEMENTS B. and C. are deleted.
3. The last paragraph of Section I. INSURING AGREEMENTS is deleted.
4. Section III. DEFINITIONS A. "**Claim**" is amended by deleting "against an **Insured** for a **Wrongful Act**, provided, that **Claim** does not include any labor or grievance arbitration or other proceeding pursuant to a collective bargaining agreement" and replacing it with "against an **Insured Person** for a **Wrongful Act**, provided, that **Claim** does not include any labor or grievance arbitration or other proceeding pursuant to a collective bargaining agreement".
5. Section III. DEFINITIONS G. "**Loss**" is amended by replacing all references to "**Insured**" with "**Insured Person**".
6. Section III. DEFINITIONS M.3. "**Wrongful Act**" is deleted.
7. Section IV. EXCLUSIONS A.14. is deleted.
8. Section VI. CONDITIONS A. and F. are deleted.
9. Section VI. CONDITIONS B., D. and E. are amended by replacing all references to "**Insured**" with "**Insured Person**".
10. The first paragraph of Section VI. CONDITIONS C. is deleted and replaced with the following.

No coverage under Section I. INSURING AGREEMENTS A. shall be available to any **Insured Person** if the **Insured Organization** or any **Outside Entity** is legally permitted to indemnify such **Insured Person** for **Loss** resulting from any **Claim** against such **Insured Person**, but fails to do so.
11. Notwithstanding any other provision in this **Liability Policy** to the contrary, Private Company Directors and Officers Liability shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, the **Insured Organization**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON EMPLOYMENT DISCRIMINATION EXCLUSION

This endorsement modifies the following coverage:

Private Company Directors and Officers Liability

It is agreed that solely with respect to the **Liability Coverage** shown above, this **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, any **Claim** based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any actual or alleged unfair or disparate treatment of any natural person other than a past, present or future employee of or applicant for employment with the **Insured Organization** on any of the following grounds: race, color, national origin, religion, creed, gender, sexual orientation, pregnancy, disability, medical condition, age, marital status, Vietnam Era Veteran status, military service, or any other legally protected category, status or characteristic established pursuant to federal, state or other law, regulation or ordinance pertaining to discrimination, including but not limited to Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Uniformed Services Employment and Reemployment Rights Act of 1994, or the Americans With Disabilities Act.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMEND INSURED ORGANIZATION TO INCLUDE SCHEDULED ENTITY AND
ADD SUBLIMIT AND SEPARATE RETENTION**

This endorsement modifies the following coverage:

Private Company Directors and Officers Liability

It is agreed that solely with respect to the **Liability Coverage** shown above:

1. Section III. DEFINITIONS D. "**Insured Organization**" is amended to also mean the entity(ies) scheduled below:

<Entity>
<Entity>
<Entity>
<Entity>

2. Solely with respect to **Claims** based upon, alleging, arising out of, or in any way relating to, directly or indirectly the entity(ies) scheduled above in paragraph 1.:

i. The Company's maximum limit of liability for all **Claims** shall be \$<Amount>, which amount is included within, and not in addition to, any applicable limit of liability set forth in ITEM 5 of Declarations.

ii. The Retentions set forth in ITEM 5 of the Declarations are deleted and replaced with the following,

Retention: \$<Amount> for each **Claim** under Insuring Agreement A.
 \$ <Amount> for each **Claim** under Insuring Agreement B.
 \$<Amount> for each **Claim** under Insuring Agreement C.

3. Notwithstanding any other provision in this **Liability Policy** to the contrary, if any **Claim** involves one or more of the entities scheduled above in paragraph 1 and any **Insured** not subject to the Retention set forth above in paragraph 2., the Company shall have no obligation to pay **Loss**, including **Defense Expenses**, until the largest Retention that is applicable to such **Claim** under such **Liability Coverage** has been paid by the **Insured**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULED OUTSIDE ENTITY WITH SUBLIMIT

This endorsement modifies the following coverage:

Directors and Officers Liability Coverage Part

It is agreed that solely with respect to the **Liability Coverage** shown above:

- 1 Section III. DEFINITIONS H. “**Outside Entity**” is amended to also mean the entity(ies) scheduled below in paragraph 2, but only with respect to service by the individuals listed opposite such entity.
2. Section III. DEFINITIONS I. “**Outside Position**” is amended to also mean service by the individuals scheduled below as a member of the board of directors, officer, member of the board of trustees, member of the board of managers, or a functional equivalent thereof with the **Outside Entity** listed opposite such person (“Scheduled Outside Capacity”), but only during such time that such service is with the knowledge, consent, and at the specific request of the **Insured Organization**:

Individual

Entity

<Name>

3. The Company’s maximum limit of liability for all **Loss**, including **Defense Expenses**, for all **Claims** made against the individual(s) scheduled above in paragraph 2. arising from their Scheduled Outside Capacity shall not exceed \$ <Amount>, which amount is included within, and not in addition to, any applicable limit of Liability set forth in ITEM 5 of the Declarations.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE COMPANY ERRORS AND OMISSIONS EXCLUSION

This endorsement modifies the following coverage:

Private Company Directors and Officers Liability

It is agreed that solely with respect to the **Liability Coverage** shown above:

This **Liability Coverage** shall not apply to, and the Company shall have no duty to pay, advance or reimburse **Defense Expenses** for, any **Claim** based upon, alleging, arising out of, or in any way relating to, directly or indirectly:

1. the actual or alleged refusal to issue or renew, in whole or in part, any Insurance Contract, or the actual or attempted rescission or cancellation, in whole or in part, of any Insurance Contract;
2. any actual or alleged failure or refusal to pay, or delay in the payment of, benefits due or alleged to have been due under any Insurance Contract;
3. any actual or alleged unfair dealing or lack of good faith in the handling of any claim or obligation under any Insurance Contract, or in the sale, brokering or underwriting of any Insurance Contract or risk; or
4. the insolvency, conservatorship, or receivership of any other insurance company.

Provided that for purposes of these exclusions, "Insurance Contract" means any policy of insurance, reinsurance or bond or indemnity, including annuities, endowments, pension and risk management self-insurance programs, pools or similar programs.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MANAGED CARE ACTIVITY EXCLUSION

This endorsement modifies the following coverage:

Private Company Directors and Officers Liability

It is agreed that solely with respect to the **Liability Coverage** shown above, this **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, any **Claim**, based upon, alleging, arising out of, or in any way relating to, directly or indirectly, the performance of or failure to perform any Managed Care Activity; provided that for purposes of this exclusion:

“Managed Care Activity” means any of the following services or activities: Provider Selection; Utilization Review; advertising, marketing, selling, or enrollment for health care or workers’ compensation plans; Claims Services; establishing health care provider networks; reviewing the quality of Medical Services or providing quality assurance; design and/or implementation of financial incentive plans; wellness or health promotion education; development or implementation of clinical guidelines, practice parameters or protocols; triage for payment of Medical Services; and services or activities performed in the administration or management of health care or workers’ compensation plans.

“Claims Services” means the following services, but only if performed by an **Insured**: the submission, handling, investigation, payment or adjustment of claims for benefits or coverages under healthcare or worker’s compensation plans.

“Medical Services” means health care, medical care, or treatment provided to any individual, including medical, surgical, dental, psychiatric, mental health, chiropractic, osteopathic, nursing or other professional health care; the use, prescription, furnishing or dispensing of medications, drugs, blood, blood products or medical, surgical, dental or psychiatric supplies, equipment or appliances in connection with such care; the furnishing of food or beverages in connection with such care; counseling or other social services in connection with such care; and the handling of, or the performance of post-mortem examinations on human bodies.

“Provider Selection” means any of the following, but only if performed by an **Insured**: evaluating, selecting, credentialing, contracting with or performing peer review of any provider of Medical Services.

“Utilization Review” means the process of evaluating the appropriateness, necessity or cost of Medical Services for purposes of determining whether payment or coverage for such Medical Services will be authorized or paid for under any health care plan, but only if performed by an **Insured**. In clarification and not in limitation of the foregoing, Utilization Review shall include prospective review of proposed payment or coverage for Medical Services, concurrent review of ongoing Medical Services, retrospective review of already rendered Medical Services or already incurred costs, disease management, and case management.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMEND EXCEPTIONS TO EXCLUSION A.10
(EMPLOYMENT RELATED WRONGFUL ACTS)**

This endorsement modifies the following coverage:

Private Company Directors and Officers Liability

It is agreed that solely with respect to the **Liability Coverage** shown above, Section IV. EXCLUSIONS A.10.e. is deleted and replaced with the following:

e. any **Claim** for an employment related **Wrongful Act** brought by an employee of the **Insured Organization** that is made against a duly elected or appointed member of the board of directors, officer or any member of the board of managers; or

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIOR ACTS EXCLUSIONS WITH SCHEDULED DATES

This endorsement modifies the following coverage:

Private Company Directors and Officers Liability

It is agreed that solely with respect to the **Liability Coverage** shown above:

1. Solely with respect to Section I. INSURING AGREEMENTS A. and B., this **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, any **Claim**, based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any actual or alleged **Wrongful Act**, other than any employment related **Wrongful Act**, that occurred in whole or in part, prior to <Date>.
2. Solely with respect to Section I. INSURING AGREEMENTS C., this **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, any **Claim**, based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any actual or alleged **Wrongful Act**, other than any employment related **Wrongful Act**, that occurred in whole or in part, prior to <Date>.
3. Solely with respect to Section I. INSURING AGREEMENTS A. and B., this **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, any **Claim**, based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any actual or alleged employment related **Wrongful Act**, that occurred in whole or in part, prior to <Date>.
4. Solely with respect to Section I. INSURING AGREEMENTS C., this **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, any **Claim**, based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any actual or alleged employment related **Wrongful Act**, that occurred in whole or in part, prior to <Date>.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCESS BENEFIT TRANSACTION EXCISE TAX

This endorsement modifies the following coverage:

Private Company Directors and Officers Liability

It is agreed that solely with respect to the **Liability Coverage** shown above:

1. Solely with respect to this endorsement:

“Disqualified Person” means a “disqualified person” as that term is defined in Internal Revenue Code Section 4958.

“Excess Benefit Transaction” means an “excess benefit transaction” as that term is defined in Internal Revenue Code Section 4958.

“Excess Benefit Transaction Excise Tax” means any excise tax imposed by the Internal Revenue Service on an **Insured Person** who is an Organization Manager as a result of such **Insured Person’s** participation in an Excess Benefit Transaction.

“Organization Manager” means an “organization manager” as the term is defined in Internal Revenue Code Section 4958.

2. Section III. DEFINITIONS G. “**Loss**” is amended by adding the following:

Notwithstanding any provision in the **Liability Policy** to the contrary, **Loss** shall also include, where insurable by law, any Excess Benefit Transaction Excise Tax that an **Insured Person** is legally obligated to pay as a result of a **Claim**; provided that indemnification by the **Insured Organization** for Excess Benefit Transaction Excise Taxes is not expressly prohibited in the bylaws, certificate of incorporation or other organizational documents of the **Insured Organization**

3. Section IV. EXCLUSIONS B. is amended by adding the following:

The Company shall have no duty to pay **Loss**, other than **Defense Expenses**, for any **Claim** for any excise tax imposed by the Internal Revenue Service on any Disqualified Person who benefits directly or indirectly from any Excess Benefit Transaction.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by:

On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADD SUBLIMIT AND SUBRETENTION FOR REGULATORY CLAIMS

This endorsement modifies the following coverage:

Private Company Directors and Officers Liability

It is agreed that solely with respect to the **Liability Coverage** shown above:

1. Solely with respect to any Regulatory Claim, the Retention set forth in ITEM 5 of the Declarations is deleted and replaced with the following:

Retention:

\$ <Amount> for each **Claim** under Insuring Agreement A.

\$ <Amount> for each **Claim** under Insuring Agreement B.

\$ <Amount> for each **Claim** under Insuring Agreement C.

2. Solely with respect to this endorsement:

“HIPAA Violation” means any act, error, omission, misstatement, misleading statement or breach of duty or neglect by an **Insured** in civil violation of Title II of the Health Insurance Portability and Accountability Act of 1996, amendments to such law, or regulations promulgated under such law concerning privacy of health information.

“Regulatory Claim” means a **Claim** for a Regulatory Wrongful Act.

“Regulatory Wrongful Act” means

A. any actual or alleged act, error, omission, misstatement, misleading statement or breach of duty or neglect by, or any matter asserted against, an **Insured** in the performance or failure to perform any of the following activities under the Medicaid, Medicare, or Federal Employee Health Benefit or TriCare Programs: (i) procedure coding; (ii) bill, claim, cost report or data submissions; or (iii) the calculation of managed care payments;

B. any actual or alleged offer, acceptance, or payment by any **Insured** in violation of any state, local, or federal antikickback law; or

C. any actual or alleged act, error, omission, misstatement, misleading statement or breach of duty or neglect, by an **Insured** in violation of Title II of the Health Insurance Portability and Accountability Act of 1996, amendments to such law, or regulations promulgated under such law concerning privacy of health information.

3. Section IV. EXCLUSIONS A. 2. is amended by adding the following:

Provided that this exclusion shall not apply to invasion of privacy arising out of, or in any way relating to a HIPAA Violation.

4. Section VI. CONDITIONS is amended by adding the following:

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established, the Company's maximum limit of liability for all **Loss**, including **Defense**

Expenses, for all Regulatory Claims shall not exceed <Amount>, which amount is included within, and not in addition to, any applicable limit of liability stated in ITEM 5 of the Declarations.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND INSURED ORGANIZATION TO INCLUDE SCHEDULED ENTITIES WITH SEPARATE PRIOR AND PENDING PROCEEDING DATES AND CONTINUITY DATES (INCREASED LIMITS)

This endorsement modifies the following coverage:

Private Company Directors and Officers Liability

It is agreed that solely with respect to the **Liability Coverage** shown above:

1. Section III. DEFINITIONS. D. “**Insured Organization**” is amended by adding the following:

Insured Organization also means the following entities:

<Name>
<Name>
<Name>
<Name>

2. Solely with respect to the entities scheduled below, the Prior and Pending Proceeding Date and Continuity Date set forth in ITEM 5 of the Declarations are deleted and replaced with the dates listed directly opposite the entities scheduled below:

<u>Entities</u>	<u>Prior and Pending Proceeding Date</u>	<u>Continuity Date</u>
<u><Name></u>	<u><Date></u>	<u><Date></u>

3. Solely with respect to the entities scheduled below and to that portion of the **Liability Coverage Limit of Liability** that is \$ <Amount> excess of \$ <Amount>, the Prior and Pending Proceeding Date and Continuity Date set forth in ITEM 5 of the Declarations is deleted and replaced with the dates listed directly opposite the entities scheduled below:

<u>Entities</u>	<u>Prior and Pending Proceeding Date</u>	<u>Continuity Date</u>
<u><Name></u>	<u><Date></u>	<u><Date></u>

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DELETE COVERAGE FOR INSURED PERSONS IN THEIR OUTSIDE POSITIONS

This endorsement modifies the following coverage:

Private Company Directors and Officers Liability

It is agreed that solely with respect to the **Liability Coverage** shown above:

1. Section III. DEFINITIONS M.2. "**Wrongful Act**" is deleted.
2. Section IV. EXCLUSIONS A. is amended by adding the following:

This **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, any **Claim** based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any actual or alleged act, error, omission, misstatement, misleading statement or breach of duty or neglect by, or any matter asserted against, an **Insured Person** in his or her **Outside Position**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXPRESS CONTRACT EXCLUSION WITH EXCEPTION

This endorsement modifies the following coverage:

Private Company Directors and Officers Liability

It is agreed that solely with respect to the **Liability Coverage** shown above, Section IV. EXCLUSIONS 14.d. is deleted and replaced with the following:

d. for any actual or alleged liability of the **Insured Organization** under any express contract or agreement, except to the extent that the **Insured Organization** would have been liable in the absence of such express contract or agreement. For the purposes of this exclusion, an express contract or agreement is an actual agreement among the contracting parties, the terms of which are openly stated in distinct or explicit language, either orally or in writing, at the time of its making.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIOR AND PENDING PROCEEDING DATE SPECIFIC TO SUPPLEMENTAL
PERSONAL INDEMNIFICATION**

This endorsement modifies the following coverage:

Private Company Directors and Officers Liability

It is agreed that solely with respect to the **Liability Coverage** shown above and solely with respect to Section II. Supplemental Personal Indemnification, the Prior and Pending Proceeding Date set forth in ITEM 5 of the Declarations is deleted and replaced with the following:

**Prior and Pending
Proceeding Date:** <Date>

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SCHEDULED INSURED ORGANIZATIONS WITH SUBLIMITS AND AMENDED
PRIOR AND PENDING PROCEEDING DATES**

This endorsement modifies the following coverage:

Private Company Directors and Officers Liability

It is agreed that solely with respect to the **Liability Coverage** shown above:

1. Solely with respect to the **Insured Organizations** scheduled below and **Insured Persons** thereof, the Prior and Pending Proceeding Date set forth in ITEM 5 of the Declarations is deleted and replaced with the dates scheduled below directly opposite such scheduled **Insured Organizations**.

<u>Insured Organizations</u>	<u>Prior and Pending Proceeding Date</u>
<Name>	<Date>

2. Section III. CONDITIONS C. of the Liability Coverage Terms and Conditions is amended by adding the following:

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established, the Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for all **Claims** involving any **Insured Organizations** scheduled below, shall not exceed the amount set forth below directly opposite each scheduled **Insured Organizations**. The amounts set forth below are included within, and not in addition to, any applicable Limit of Liability set forth in ITEM 5 of the Declarations.

<u>Insured Organizations</u>	<u>Limit of Liability</u>
<Name>	<Limit>

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

ISSUED BY:
ISSUED TO:

POLICY NO:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND INSURED V. INSURED EXCLUSION – WHISTLEBLOWER PROTECTION

This endorsement modifies the following coverage:

Private Company Directors and Officers Liability

It is agreed that:

1. Section III. DEFINITIONS is amended by adding the following:

“**Whistleblower Activity**” means activity protected under any whistleblower protection provision of any applicable federal, state, local or foreign securities law that affords protection to a natural person, other than the filing of a proceeding, causing a proceeding to be filed or any other activity that is engaged in on a voluntary basis.

2. Section IV. EXCLUSIONS. A.10.a. is deleted and replaced with the following:

a. any **Security Holder Derivative Claim** or any **Security Holder Derivative Demand**, provided, if any **Insured Person** engages in any **Whistleblower Activity**, such activity alone shall not deem such **Security Holder Derivative Claim** or **Security Holder Derivative Demand** to be brought, maintained, or asserted with the assistance, participation or solicitation of any member of the board of directors, officer, member of the board of managers, or a functional equivalent thereof ;

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on _____, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: _____
On behalf of the entity named in
ITEM 1 of the Declarations.

Authorized Company Representative

SERFF Tracking Number: TRVE-125523370 State: Arkansas
Filing Company: Travelers Casualty and Surety Company of State Tracking Number: EFT \$50
America
Company Tracking Number: 2008-02-0018
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: Wrap+ Tranche 4 Liability Enhancement Form Filing 2008-02-0018
Project Name/Number: Wrap+ Tranche 4 Liability Enhancement Form Filing 2008-02-0018/2008-02-0018

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: TRVE-125523370 State: Arkansas
Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50
Company Tracking Number: 2008-02-0018
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: Wrap+ Tranche 4 Liability Enhancement Form Filing 2008-02-0018
Project Name/Number: Wrap+ Tranche 4 Liability Enhancement Form Filing 2008-02-0018/2008-02-0018

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 03/17/2008

Comments:

Attachments:

2007 PC NAIC Transmittal (generic) (2).pdf
WRAP+ T-4 LIA Forms List.pdf

Satisfied -Name: Cover Letter **Review Status:** Approved 03/17/2008

Comments:

Attachment:

AR-2008-02-0018 Wrap+ Liab ltrs 4.pdf

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 #		2008-02-0018		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		NA		
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	AMEND CONDITIONS – OTHER INSURANCE (SCHEDULE OTHER POLICY)	EPL-7053 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	ADD INDEPENDENT CONTRACTORS AS INSURED PERSONS	EPL-7054 ED. 03-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	AMEND CONTINUITY DATE TO PROVIDE SEPARATE DATE FOR INSURED	EPL-7055 ED. 04-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	AMEND ITEM 8 OF DECLARATION – EXTENDED REPORTING PERIOD	EPL-7056 ED. 04-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	PRIOR ACTS EXCLUSIONS WITH SCHEDULED DATES	EPL-7057 ED. 05-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	DELETE ENTITY COVERAGE	EPL-7058 ED. 08-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	LIMIT OF LIABILITY FOR CONVERSION OF PENSION PLANS INTO CA	FRI-7052 ED. 03-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	AMEND CONDITIONS TO INC. COVERAE FOR SCH. EMPLOYEE BENEFIT	FRI-7053 ED. 03-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

1.	This filing transmittal is part of Company Tracking #		2008-02-0018		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		NA		
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
09	AMEND INSURED TO INCLUDE MEMBERS OF SCHEDULED COMMITTEES	FRI-7054 ED. 04-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	AMEND WRONGFUL ACT TO INCLUDE FIDUCIARY DUTIES FOR SCHEDULED PLAN, AMEND EMPLOYEE BENEFITS AND ADD LIMIT OF LIABILITY FOR SCHEDULED PLANS	FRI-7055 ED. 06-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11	ADD P&P P DATES, CONTINUITY DATES AND LIMITS OF LIABILITY	FRI-7056 ED. 06-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	MID-TERM CHANGE ENDORSEMENT TO DELETE COVERAGE	LIA-7118 (10-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13	ERRORS AND OMISSIONS EXCLUSION	LIA-7150 (02-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
14	AMEND DEFINITION OF INSURED TO INCLUDE ADDITIONAL INSUREDS FOR VICARIOUS LIABILITY ONLY	LIA-7151 (02-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
15	ADD EXCLUSION FOR WRONGFUL ACTS COMMITTED IN WHOLE OR IN PART BY ADDITIONAL INSURED PRIOR TO SCHEDULED DATE	LIA-7152 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
16	PARTNERSHIP AGREEMENT EXCLUSION	LIA-7153 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
17	NONCUMULATION OF LIMITS (TWO OR MORE LIABILITY COVERAGES)	LIA-7154 ED. 03-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
18	AMEND RETENTION (MULTIPLE CLAIMANTS AND WRONGFUL A RELATED	LIA-7155 ED. 03-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

1.	This filing transmittal is part of Company Tracking #			2008-02-0018	
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)			NA	
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
19	SECONDARY OFFERING EXCLUSION WITH THRESHOLD EXCEPTION	LIA-7156 ED. 03-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
20	AMEND DECLARATIONS BY ADDING LIABILITY COVERAGE SHARED LIMITED	LIA-7158 ED. 03-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
21	AMEND ACQUISITIONS PROVISIONS (35%)	LIA-7159 ED. 03-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
22	INSURANCE COMPANY ERRORS AND OMISSIONS EXCLUSION	LIA-7160 ED. 03-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
23	PRIOR ACTS EXCLUSION APPLICABLE ONLY TO ENTITY COVERAGE	LIA-7161 ED. 04-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
24	FAMILY EXCLUSION WITH EQUITY INTEREST THRESHOLD	LIA-7162 ED. 04-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
25	AMEND CHANGE OF CONTROL BY DELETING APPOINTMENT OF TRUSTEE	LIA-7206 (10-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
26	ADDITIONAL INSURED (AUTHORS)	MPL-7074 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

1.	This filing transmittal is part of Company Tracking #			2008-02-0018	
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)			NA	
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
27	AMEND POLLUTION EXCLUSION	MPL-7075 ED. 03-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
28	COURIER ENDORSEMENT	MPL-7076 ED. 03-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
29	AMEND LOSS TO INCLUDE THE MULTIPLIED PORTION OF ANY MULTIPLE	MPL-7077 ED. 03-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
30	AMEND EXCLUSION A.16 (CRIMINAL ACTS)	MPL-7078 ED 04-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
31	AMEND ANITRUST EXCLUSION TO INCLUDE EXCEPTION FOR DEFENSE	MPL-7079 ED. 05-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
32	HIPAA EXCLUSION ENDORSEMENT	MPL-7080 ED. 05-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
33	AMEND EXCLUSION A.1. BY DELETING "LOSS OF USE" WHEN COVERAGE IS UNAVAILABLE UNDER ANY OTHER POLICY OF INSURANCE	MPL-7081 ED. 05-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
34	CHAPTER 12 & 13 BANKRUPTCY TRUSTEE ENDORSEMENT	MPL-7082 ED. 05-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

1.	This filing transmittal is part of Company Tracking #		2008-02-0018		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		NA		
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
35	AMEND PROP. DAMAGE EXCLUSION BY DELETING "LOSS OF USE"	MPL-7083 ED. 05-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
36	DELETE ENTITY COVERAGE – INSURING AGREEMENTS B AND C	NDO-7046 ED. 04-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
37	MID-TERM CHANGE ENDORSEMENT TO DELETE COVERAGE	NLE-7003 (10-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
38	AMEND POLLUTION EXCLUSION (INCLUDE EXCEPTION FOR CERTAIN SECURITY HOLDER DERIVATIVE CLAIMS)	PDO-7058 REV. 03-07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PDO-7058 (07-06)	
39	EXPRESS CONTRACT EXCLUSION	PDO-7079 ED. 03-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
40	DELETE ENTITY COVERAGE INSURING AGREEMENTS B AND C	PDO-7080 ED. 03-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
41	NON EMPLOYMENT DISCRIMINATION EXCLUSION	PDO-7081 ED. 04-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
42	AMEND INSURED ORG. TO INCLUDE SHC. ENTITY AND ADD SUBLIMIT	PDO-7082 ED. 04-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

1.	This filing transmittal is part of Company Tracking #		2008-02-0018		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		NA		
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
43	SCHEDULED OUTSIDE ENITYT WITH SUBLIMIT	PDO-7083 ED. 04- 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
44	INSURANCE COMPANY ERRORS AND OMISSIONS EXCLUSION	PDO-7084 ED. 04- 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
45	MANAGED CARE ACTIVITY EXCLUSION	PDO-7085 ED. 04- 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
46	AMEND EXCEPTIONS TO EXCLUSION A.10 (EMPLOYMENT RELATED WRONGFUL ACTS)	PDO-7086 ED. (05- 07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
47	PRIOR ACTS EXCLUSIONS WITH SCHEDULED DATES	PDO-7087 ED. (05- 07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
48	EXCESS BENEFIT TRANSACTION EXCISE TAX	PDO-7088 ED. 05- 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
49	ADD SUBLIMIT AND SUBRETENTION FOR REGULATORY CLAIMS	PDO-7089 ED. 05- 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
50	AMEND INSURED ORGAN TO INCLUDE SCHEDULED ENTITIES	PDO-7090 ED. 05- 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
51	DELETE COVERAGE FOR INSURED PERSONS IN THEIR OUTSIDE POSITION	PDO-7091 ED. 05- 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

1.	This filing transmittal is part of Company Tracking #		2008-02-0018		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		NA		
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
52	EXPRESS CONTRACT EXCLUSION WITH EXCEPTION	PDO-7093 ED. 07-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
53	P&PP DATE SPECIFIC TO SUPPLEMENTAL PERSONAL INDEMN	PDO-7094 ED. 07-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
54	SCHEDULED INSURED ORGANIZATIONS WITH SUBLIMITS AND AMENDED PRIOR AND PENDING PROCEEDING DATES	PDO-7095 ED. 08-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
55	AMEND INSURED V. INSURED EXCLUSION - WHISTLEBLOWER PROTECTION	PDO-7096 ED. 08-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
56			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		



One Tower Square, S202B
Hartford, CT 06183

Michelle Smith Cotto
Travelers Bond and Financial Products
Phone: (860) 277-2345
FAX: (866) 235-4951
Email: msmithco@travelers.com

March 5, 2008

Honorable Mike Pickens
Commissioner of Insurance
Arkansas Insurance Dept
1200 West Third Street
Little Rock, AR 72201-1904

2008-02-0018
WRAP+ Enhancement Filing - Forms
Professional Liability

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA **3548-31194** **06-0907370**

In compliance with the insurance laws and regulations of your state, we submit an enhancement to our WRAP+ Policy, which was approved by your department on March 27, 2006 under company filing number 2005-07-0133. This filing consists of new optional endorsements that are available to all eligible policyholders. These new optional endorsements do not have any rating impact.

WRAP+ Endorsements

In 2005, we introduced the WRAP+, a new modular approach wherein an insured can choose anything from a monoline coverage part to a WRAP+ multi-coverage part policy. This filing consists of (55) fifty-five endorsements which have been designed for use with the WRAP+ product.

Enclosures and Implementation

The following are enclosed to facilitate your review:

- Form listing and final prints of each form.
- Any applicable state filing forms and fees.

We propose to implement this filing with respect to all new and renewal businesses effective as soon as possible. Should you have any questions, please feel free to call me at (860) 277-2345.

Sincerely,

A handwritten signature in black ink that reads "Michelle Smith Cotto". The signature is written in a cursive, slightly slanted style.