

SERFF Tracking Number: PERR-125642365 State: Arkansas  
Filing Company: Beazley Insurance Company, Inc. State Tracking Number: #102762 \$50  
Company Tracking Number: BICI0055-AR (F)  
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1010 Employment Practices Liability  
Product Name: Beazley One Management Liability Insurance Program  
Project Name/Number: Beazley One Management Liability Insurance Program/BICI0055-AR (F)

## Filing at a Glance

Company: Beazley Insurance Company, Inc.

Product Name: Beazley One Management Liability Insurance Program SERFF Tr Num: PERR-125642365 State: Arkansas

TOI: 17.1 Other Liability - Claims Made Only

SERFF Status: Closed

State Tr Num: #102762 \$50

Sub-TOI: 17.1010 Employment Practices Liability

Co Tr Num: BICI0055-AR (F)

State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding

Authors: Neresa Torres, Olga E. Burciaga

Disposition Date: 05/29/2008

Date Submitted: 05/20/2008

Disposition Status: Approved

Effective Date Requested (New): 06/22/2008

Effective Date (New):

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal):

State Filing Description:

## General Information

Project Name: Beazley One Management Liability Insurance Program

Status of Filing in Domicile: Pending

Project Number: BICI0055-AR (F)

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 05/29/2008

State Status Changed: 05/29/2008

Deemer Date:

Corresponding Filing Tracking Number: n/a

Filing Description:

On behalf of Beazley Insurance Company Inc., (the "Company"), we are submitting this filing to introduce a new Beazley One Management Liability Insurance Program. Please see the enclosed memorandum and supporting material for more detailed information. The accompanying rates and rules are exempt from filing requirements per 23-67-206.

The Company respectfully requests that the proposed forms be implemented for all policies effective on and after June

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22, 2008 or upon earliest possible date of acknowledgment or approval.

Also included is authorization for Perr&Knight to submit this filing on behalf of the captioned Company. All correspondence related to this filing should be directed to Perr&Knight. The captioned Company has prepared the forms contained in this filing. If there are any requests for additional information related to items prepared by the Company, we will forward the request immediately to the Company. We will submit the Company's response to your attention as soon as we receive it.

We trust you will find this submission acceptable, and as such look forward to your approval. Please do not hesitate to contact us with any questions or comments.

## Company and Contact

### Filing Contact Information

(This filing was made by a third party - perrandknightactuaryconsultants)

Neresa Torres, State Filings Project                      doi@perrknight.com  
Coordinator  
881 Alma Real Drive    (888) 201-5123 [Phone]  
Pacific Palisades, CA 90272                                      (310) 230-8529[FAX]

### Filing Company Information

Beazley Insurance Company, Inc.                              CoCode: 37540                              State of Domicile: Connecticut  
20 Stanford Drive    Group Code: -99                              Company Type:  
Farmington, CT 06032    Group Name:                                  State ID Number:  
(860) 677-3707 ext. [Phone]                              FEIN Number: 04-2656602

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## Filing Fees

Fee Required?                      Yes  
Fee Amount:                          \$50.00  
Retaliatory?                          No  
Fee Explanation:                      \$50 for forms filings  
Per Company:                          No

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| COMPANY                         | AMOUNT | DATE PROCESSED | TRANSACTION # |
|---------------------------------|--------|----------------|---------------|
| Beazley Insurance Company, Inc. | \$0.00 | 05/20/2008     |               |

| CHECK NUMBER | CHECK AMOUNT | CHECK DATE |
|--------------|--------------|------------|
| 102762       | \$50.00      | 05/14/2008 |

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## Correspondence Summary

### Dispositions

| Status   | Created By    | Created On | Date Submitted |
|----------|---------------|------------|----------------|
| Approved | Edith Roberts | 05/29/2008 | 05/29/2008     |

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## Disposition

Disposition Date: 05/29/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PERR-125642365 State: Arkansas  
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| Item Type           | Item Name  | Item Status | Public Access |
|---------------------|--|-------------|---------------|
| Supporting Document | Uniform Transmittal Document-Property & Casualty                         | Approved    | Yes           |
| Supporting Document | Memo and Letter of Authorization   | Approved    | Yes           |
| Form                | Wage and Hour Coverage Enhancement Supplemental Application              | Approved    | Yes           |
| Form                | Wage and Hour Coverage Enhancement Loss History Supplemental Application | Approved    | Yes           |
| Form                | First Time Buyer Employment Practices Liability Insurance Application    | Approved    | Yes           |
| Form                | Declarations   | Approved    | Yes           |
| Form                | Beazley One Management Liability Insurance Policy Application            | Approved    | Yes           |
| Form                | Employment Practices Liability Insurance Application                     | Approved    | Yes           |
| Form                | Employment Event Clause  | Approved    | Yes           |
| Form                | Employment Practices Liability Clause                                    | Approved    | Yes           |
| Form                | Employment Practices Liability Clause For Professional Firms             | Approved    | Yes           |
| Form                | Fiduciary Liability Clause   | Approved    | Yes           |
| Form                | Policy Terms and Conditions  | Approved    | Yes           |
| Form                | Privacy Violation Clause   | Approved    | Yes           |
| Form                | Private Organization Directors, Officers and Entity Liability Clause     | Approved    | Yes           |
| Form                | Beazley One Management Liability Insurance Policy Renewal Application    | Approved    | Yes           |
| Form                | Employment Practices Liability Insurance Renewal Application             | Approved    | Yes           |
| Form                | Privacy Extension Supplemental Application                               | Approved    | Yes           |
| Form                | Cancellation Endorsement   | Approved    | Yes           |
| Form                | Add/Delete Endorsement   | Approved    | Yes           |
| Form                | Reliance on Another Insurance Company's Application                      | Approved    | Yes           |
| Form                | Anti-Stacking Endorsement  | Approved    | Yes           |
| Form                | Amend Policy Number on Declarations                                      | Approved    | Yes           |

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|             |   |          |     |
|-------------|---|----------|-----|
| <b>Form</b> | War and Civil War Exclusion   | Approved | Yes |
| <b>Form</b> | Terrorism Exclusion   | Approved | Yes |
| <b>Form</b> | Nuclear Exclusion   | Approved | Yes |
| <b>Form</b> | Inconsistency Endorsement   | Approved | Yes |
| <b>Form</b> | Add/Delete Endorsement Without Additional Return Premium                                      | Approved | Yes |
| <b>Form</b> | Amend Insured to Include Scheduled Person Or Entity as Co-Defendant(Vicarious Liability Only) | Approved | Yes |
| <b>Form</b> | Amend "Plan" Definition To Include Specified ESOPS  | Approved | Yes |
| <b>Form</b> | Amend Settlement and Defense Clause   | Approved | Yes |
| <b>Form</b> | Antitrust Endorsement- Entity Only  | Approved | Yes |
| <b>Form</b> | Antitrust Exclusion   | Approved | Yes |
| <b>Form</b> | Broad Media Activities Exclusion  | Approved | Yes |
| <b>Form</b> | Cancellation Endorsement  | Approved | Yes |
| <b>Form</b> | Claim Reporting and Settlement Threshold  | Approved | Yes |
| <b>Form</b> | Company Securities Exclusion  | Approved | Yes |
| <b>Form</b> | Convert Policy to Run-Off Endorsement   | Approved | Yes |
| <b>Form</b> | Deletion of Entity Coverage   | Approved | Yes |
| <b>Form</b> | Downsizing Exclusion  | Approved | Yes |
| <b>Form</b> | Purchase of Optional Extension Period Endorsement   | Approved | Yes |
| <b>Form</b> | Exclude Claims By Subcontractors  | Approved | Yes |
| <b>Form</b> | Exclude Claims and Wrongful Acts By Scheduled Person or Entity                                | Approved | Yes |
| <b>Form</b> | Family Exclusion  | Approved | Yes |
| <b>Form</b> | General Professional Services Exclusion- All Insuring Agreements                              | Approved | Yes |
| <b>Form</b> | HIPAA Endorsement   | Approved | Yes |
| <b>Form</b> | Labor Management Trust Endorsement  | Approved | Yes |
| <b>Form</b> | Major Shareholder Exclusion   | Approved | Yes |

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|             |   |          |     |
|-------------|---|----------|-----|
| <b>Form</b> | Medical Malpractice Exclusion   | Approved | Yes |
| <b>Form</b> | Non-Aggregation of Limits For ESOP Claims   | Approved | Yes |
| <b>Form</b> | Amend Cancellation Endorsement  | Approved | Yes |
| <b>Form</b> | Product Liability Exclusion (All Insuring Agreements)   | Approved | Yes |
| <b>Form</b> | Purchase of Optional Extension Period Endorsement   | Approved | Yes |
| <b>Form</b> | Regulatory Exclusion  | Approved | Yes |
| <b>Form</b> | Separate Retention Applicable to Company Securities   | Approved | Yes |
| <b>Form</b> | Separate Retention Applicable to ESOP   | Approved | Yes |
| <b>Form</b> | Specific Investigation/Claim/Litigation Event or Act Exclusion  | Approved | Yes |
| <b>Form</b> | Specified Investments Exclusion With Amend "Plan" Definition  | Approved | Yes |
| <b>Form</b> | Third Party Wrongful Act Housing Discrimination Exclusion   | Approved | Yes |
| <b>Form</b> | Third Party Redlining Exclusion   | Approved | Yes |
| <b>Form</b> | Wage and Hour Enhancement Endorsement <Sublimit>  | Approved | Yes |
| <b>Form</b> | Wage and Hour Enhancement Endorsement (Joint Employer Exclusion and <Sublimit>)                         | Approved | Yes |
| <b>Form</b> | Waiver of Recourse Endorsement  | Approved | Yes |
| <b>Form</b> | Deletion of Entity Coverage   | Approved | Yes |
| <b>Form</b> | Limit Third Party Coverage To In-House Employees Only   | Approved | Yes |
| <b>Form</b> | ARKANSAS AMENDATORY ENDORSEMENT TO PRIVATE ORGANIZATION DIRECTORS, OFFICERS AND ENTITY LIABILITY CLAUSE | Approved | Yes |
| <b>Form</b> | ARKANSAS AMENDATORY ENDORSEMENT TO EMPLOYMENT PRACTICES LIABILITY CLAUSE                                | Approved | Yes |

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|             |  |          |     |
|-------------|--|----------|-----|
| <b>Form</b> | ARKANSAS AMENDATORY<br>ENDORSEMENT TO EMPLOYMENT<br>PRACTICES LIABILITY CLAUSE FOR<br>PROFESSIONAL FIRMS | Approved | Yes |
| <b>Form</b> | ARKANSAS AMENDATORY<br>ENDORSEMENT TO THE FIDUCIARY<br>LIABILITY CLAUSE                                  | Approved | Yes |
| <b>Form</b> | ARKANSAS AMENDATORY<br>ENDORSEMENT TO POLICY TERMS<br>AND CONDITIONS                                     | Approved | Yes |
| <b>Form</b> | ARKANSAS CONSENT FORM TO<br>DEFENSE COSTS WITHIN THE LIMIT<br>OF LIABILITY                               | Approved | Yes |
| <b>Form</b> | POLICYHOLDER NOTICE – ARKANSAS   | Approved | Yes |

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## Form Schedule

| Review Status | Form Name  | Form # | Edition Date | Form Type Action                   | Action Specific Data | Readability | Attachment           |
|---------------|--|--------|--------------|------------------------------------|----------------------|-------------|----------------------|
| Approved      | Wage and Hour Coverage Enhancement Supplemental Application              | F00001 | 052008       | Application/ New Binder/Enrollment |                      | 0.00        | F00001 052008ed.pdf  |
| Approved      | Wage and Hour Coverage Enhancement Loss History Supplemental Application | F00002 | 082007       | Application/ New Binder/Enrollment |                      | 0.00        | F00002 082007ed.pdf  |
| Approved      | First Time Buyer Employment Practices Liability Insurance Application    | F00033 | 042008       | Application/ New Binder/Enrollment |                      | 0.00        | F00033 042008 ed.pdf |
| Approved      | Declarations   | F00034 | 042008       | Declaration News/Schedule          |                      | 0.00        | F00034 042008 ed.pdf |
| Approved      | Beazley One Management Liability Insurance Policy Application            | F00035 | 042008       | Application/ New Binder/Enrollment |                      | 0.00        | F00035 042008 ed.pdf |
| Approved      | Employment Practices Liability Insurance Application                     | F00036 | 042008       | Application/ New Binder/Enrollment |                      | 0.00        | F00036 042008 ed.pdf |
| Approved      | Employment Event Clause  | F00037 | 042008       | Policy/Coverage New Form           |                      | 0.00        | F00037 042008 ed.pdf |
| Approved      | Employment Practices Liability   | F00038 | 042008       | Policy/Coverage New Form           |                      | 0.00        | F00038 042008 ed.pdf |

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|          | Clause  |               |        |                                     |      |           |               |
|----------|---|---------------|--------|-------------------------------------|------|-----------|---------------|
| Approved | Employment Practices Liability Clause For Professional Firms          | F00039        | 042008 | Policy/Coverage Form                | 0.00 | F00039    | 042008 ed.pdf |
| Approved | Fiduciary Liability Clause  | F00040        | 042008 | Policy/Coverage Form                | 0.00 | F00040    | 042008 ed.pdf |
| Approved | Policy Terms and Conditions   | F00041        | 042008 | Policy/Coverage Form                | 0.00 | F00041    | 042008 ed.pdf |
| Approved | Privacy Violation Clause  | F00042        | 042008 | Policy/Coverage Form                | 0.00 | F00042    | 042008 ed.pdf |
| Approved | Private Organization Directors, Officers and Entity Liability Clause  | F00043        | 042008 | Policy/Coverage Form                | 0.00 | F00043    | 042008 ed.pdf |
| Approved | Beazley One Management Liability Insurance Policy Renewal Application | F00044        | 042008 | Application/ New Binder/Endorsement | 0.00 | F00044    | 042008 ed.pdf |
| Approved | Employment Practices Liability Insurance Renewal Application          | F00050        | 042008 | Application/ New Binder/Endorsement | 0.00 | F00050    | 042008 ed.pdf |
| Approved | Privacy Extension Supplemental Application                            | F00051        | 052008 | Application/ New Binder/Endorsement | 0.00 | F00051    | 052008 ed.pdf |
| Approved | Cancellation Endorsement  | BICMU05000905 | 0905   | Endorsement/Amendment/Condition     | 0.00 | BICMU0500 | 0905.pdf      |

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| Approval | Description   | Policy Number       | Action                           | Amount | Attachment           |
|----------|---|---------------------|----------------------------------|--------|----------------------|
| Approved | Add/Delete Endorsement                              | BICMU05 0905 010905 | Endorsement/Amendment/Conditions | 0.00   | BICMU0501 0905.pdf   |
| Approved | Reliance on Another Insurance Company's Application | BICMU05 1207 021207 | Endorsement/Amendment/Conditions | 0.00   | BICMU0502 1207.pdf   |
| Approved | Anti-Stacking Endorsement                           | BICMU05 1205 051205 | Endorsement/Amendment/Conditions | 0.00   | BICMU0505 1205.pdf   |
| Approved | Amend Policy Number on Declarations Page            | BICMU05 0106 060106 | Endorsement/Amendment/Conditions | 0.00   | BICMU0506 0106.pdf   |
| Approved | War and Civil War Exclusion                         | BICMU05 0406 070406 | Endorsement/Amendment/Conditions | 0.00   | BICMU0507 0406.pdf   |
| Approved | Terrorism Exclusion                                 | BICMU05 0406 080406 | Endorsement/Amendment/Conditions | 0.00   | BICMU0508 0406.pdf   |
| Approved | Nuclear Exclusion                                   | BICMU05 0406 090406 | Endorsement/Amendment/Conditions | 0.00   | BICMU0509 0406.pdf   |
| Approved | Inconsistency Endorsement                           | BICMU05 0507 100507 | Endorsement/Amendment/Conditions | 0.00   | BICMU0510 0507.pdf   |
| Approved | Add/Delete Endorsement Without Additional Return    | E00303 022008       | Endorsement/Amendment/Conditions | 0.00   | E00303 022008 ed.pdf |

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Premium

|          |  |        |  |      |                            |
|----------|--|--------|--|------|----------------------------|
| Approved | Amend Insured to E00446<br>Include<br>Scheduled<br>Person Or Entity<br>as Co-<br>Defendant(Vicari<br>ous Liability Only) | 052008 | Endorseme New<br>nt/Amendm<br>ent/Condi<br>ons | 0.00 | E00446<br>052008<br>ed.pdf |
| Approved | Amend "Plan" E00447<br>Definition To<br>Include Specified<br>ESOPS   | 052008 | Endorseme New<br>nt/Amendm<br>ent/Condi<br>ons | 0.00 | E00447<br>052008<br>ed.pdf |
| Approved | Amend E00448<br>Settlement and<br>Defense Clause   | 052008 | Endorseme New<br>nt/Amendm<br>ent/Condi<br>ons | 0.00 | E00448<br>052008<br>ed.pdf |
| Approved | Antitrust E00449<br>Endorsement-<br>Entity Only  | 052008 | Endorseme New<br>nt/Amendm<br>ent/Condi<br>ons | 0.00 | E00449<br>052008<br>ed.pdf |
| Approved | Antitrust E00450<br>Exclusion  | 052008 | Endorseme New<br>nt/Amendm<br>ent/Condi<br>ons | 0.00 | E00450<br>052008<br>ed.pdf |
| Approved | Broad Media E00451<br>Activities<br>Exclusion  | 052008 | Endorseme New<br>nt/Amendm<br>ent/Condi<br>ons | 0.00 | E00451<br>052008<br>ed.pdf |
| Approved | Cancellation E00452<br>Endorsement   | 052008 | Endorseme New<br>nt/Amendm<br>ent/Condi<br>ons | 0.00 | E00452<br>052008<br>ed.pdf |
| Approved | Claim Reporting E00453<br>and Settlement<br>Threshold  | 052008 | Endorseme New<br>nt/Amendm<br>ent/Condi<br>ons | 0.00 | E00453<br>052008<br>ed.pdf |
| Approved | Company E00454<br>Securities   | 052008 | Endorseme New<br>nt/Amendm                     | 0.00 | E00454<br>052008           |

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| Exclusion   | ent/Condi                                      | ed.pdf                    |
|---|--|---------------------------|
| Approved Convert Policy to Run-Off Endorsement                            | E00455 052008 Endorsement/Amendment/Conditions | 0.00 E00455 052008 ed.pdf |
| Approved Deletion of Entity Coverage                                      | E00456 052008 Endorsement/Amendment/Conditions | 0.00 E00456 052008 ed.pdf |
| Approved Downsizing Exclusion   | E00457 052008 Endorsement/Amendment/Conditions | 0.00 E00457 052008 ed.pdf |
| Approved Purchase of Optional Extension Period Endorsement                | E00458 052008 Endorsement/Amendment/Conditions | 0.00 E00458 052008 ed.pdf |
| Approved Exclude Claims By Subcontractors                                 | E00459 052008 Endorsement/Amendment/Conditions | 0.00 E00459 052008 ed.pdf |
| Approved Exclude Claims and Wrongful Acts By Scheduled Person or Entity   | E00460 052008 Endorsement/Amendment/Conditions | 0.00 E00460 052008 ed.pdf |
| Approved Family Exclusion   | E00461 052008 Endorsement/Amendment/Conditions | 0.00 E00461 052008 ed.pdf |
| Approved General Professional Services Exclusion- All Insuring Agreements | E00462 052008 Endorsement/Amendment/Conditions | 0.00 E00462 052008 ed.pdf |
| Approved HIPAA  | E00463 052008 Endorsement New                  | 0.00 E00463               |

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| Approval | Description   | Code   | Policy | Document                                       | Amount | File                       |
|----------|---|--------|--------|--|--------|----------------------------|
|          | Endorsement   |        |        | nt/Amendm<br>ent/Condi<br>ons                  |        | 052008<br>ed.pdf           |
| Approved | Labor Management Trust Endorsement                    | E00464 | 052008 | Endorseme New<br>nt/Amendm<br>ent/Condi<br>ons | 0.00   | E00464<br>052008<br>ed.pdf |
| Approved | Major Shareholder Exclusion                           | E00465 | 052008 | Endorseme New<br>nt/Amendm<br>ent/Condi<br>ons | 0.00   | E00465<br>052008<br>ed.pdf |
| Approved | Medical Malpractice Exclusion                         | E00466 | 052008 | Endorseme New<br>nt/Amendm<br>ent/Condi<br>ons | 0.00   | E00466<br>052008<br>ed.pdf |
| Approved | Non-Aggregation of Limits For ESOP Claims             | E00467 | 052008 | Endorseme New<br>nt/Amendm<br>ent/Condi<br>ons | 0.00   | E00467<br>052008<br>ed.pdf |
| Approved | Amend Cancellation Endorsement                        | E00468 | 052008 | Endorseme New<br>nt/Amendm<br>ent/Condi<br>ons | 0.00   | E00468<br>052008<br>ed.pdf |
| Approved | Product Liability Exclusion (All Insuring Agreements) | E00469 | 052008 | Endorseme New<br>nt/Amendm<br>ent/Condi<br>ons | 0.00   | E00469<br>052008<br>ed.pdf |
| Approved | Purchase of Optional Extension Period Endorsement     | E00470 | 052008 | Endorseme New<br>nt/Amendm<br>ent/Condi<br>ons | 0.00   | E00470<br>052008<br>ed.pdf |
| Approved | Regulatory Exclusion                                  | E00471 | 052008 | Endorseme New<br>nt/Amendm<br>ent/Condi<br>ons | 0.00   | E00471<br>052008<br>ed.pdf |
| Approved | Separate Retention Applicable to                      | E00472 | 052008 | Endorseme New<br>nt/Amendm<br>ent/Condi        | 0.00   | E00472<br>052008<br>ed.pdf |

SERFF Tracking Number: PERR-125642365 State: Arkansas  
 Filing Company: Beazley Insurance Company, Inc. State Tracking Number: #102762 \$50  
 Company Tracking Number: BICI0055-AR (F)  
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1010 Employment Practices Liability  
 Product Name: Beazley One Management Liability Insurance Program  
 Project Name/Number: Beazley One Management Liability Insurance Program/BICI0055-AR (F)

|          | Company   |        |        | ons                              |     |                           |
|----------|---|--------|--------|----------------------------------|-----|---------------------------|
|          | Securities  |        |        |                                  |     |                           |
| Approved | Separate Retention Applicable to ESOP   | E00473 | 052008 | Endorsement/Amendment/Conditions | New | 0.00 E00473 052008 ed.pdf |
| Approved | Specific Investigation/Claim/Litigation Event or Act Exclusion                  | E00474 | 052008 | Endorsement/Amendment/Conditions | New | 0.00 E00474 052008 ed.pdf |
| Approved | Specified Investments Exclusion With Amend "Plan" Definition                    | E00475 | 052008 | Endorsement/Amendment/Conditions | New | 0.00 E00475 052008 ed.pdf |
| Approved | Third Party Wrongful Act Housing Discrimination Exclusion                       | E00476 | 052008 | Endorsement/Amendment/Conditions | New | 0.00 E00476 052008 ed.pdf |
| Approved | Third Party Redlining Exclusion   | E00477 | 052008 | Endorsement/Amendment/Conditions | New | 0.00 E00477 052008 ed.pdf |
| Approved | Wage and Hour Enhancement Endorsement <Sublimit>                                | E00478 | 052008 | Endorsement/Amendment/Conditions | New | 0.00 E00478 052008 ed.pdf |
| Approved | Wage and Hour Enhancement Endorsement (Joint Employer Exclusion and <Sublimit>) | E00479 | 052008 | Endorsement/Amendment/Conditions | New | 0.00 E00479 052008 ed.pdf |
| Approved | Waiver of Recourse Endorsement  | E00480 | 052008 | Endorsement/Amendment/Conditions | New | 0.00 E00480 052008 ed.pdf |

SERFF Tracking Number: PERR-125642365 State: Arkansas  
 Filing Company: Beazley Insurance Company, Inc. State Tracking Number: #102762 \$50  
 Company Tracking Number: BICI0055-AR (F)  
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1010 Employment Practices Liability  
 Product Name: Beazley One Management Liability Insurance Program  
 Project Name/Number: Beazley One Management Liability Insurance Program/BICI0055-AR (F)

|          |   |        |        |                                  |     |      |                               |
|----------|---|--------|--------|----------------------------------|-----|------|-------------------------------|
| Approved | Deletion of Entity Coverage   | E00482 | 052008 | Endorsement/Amendment/Conditions | New | 0.00 | E00482<br>052008<br>ed.pdf    |
| Approved | Limit Third Party Coverage To In-House Employees Only   | E00483 | 052008 | Endorsement/Amendment/Conditions | New | 0.00 | E00483<br>052008<br>ed.pdf    |
| Approved | ARKANSAS AMENDATORY ENDORSEMENT TO PRIVATE ORGANIZATION DIRECTORS, OFFICERS AND ENTITY LIABILITY CLAUSE | A00083 | 042008 | Endorsement/Amendment/Conditions | New |      | AR A00083<br>042008<br>ed.pdf |
| Approved | ARKANSAS AMENDATORY ENDORSEMENT TO EMPLOYMENT PRACTICES LIABILITY CLAUSE                                | A00084 | 042008 | Endorsement/Amendment/Conditions | New |      | AR A00084<br>042008<br>ed.pdf |
| Approved | ARKANSAS AMENDATORY ENDORSEMENT TO EMPLOYMENT PRACTICES LIABILITY CLAUSE FOR PROFESSIONAL FIRMS         | A00085 | 042008 | Endorsement/Amendment/Conditions | New |      | AR A00085<br>042008<br>ed.pdf |
| Approved | ARKANSAS AMENDATORY   | A00086 | 042008 | Endorsement/Amendment            | New |      | AR A00086<br>042008           |

SERFF Tracking Number: PERR-125642365 State: Arkansas  
 Filing Company: Beazley Insurance Company, Inc. State Tracking Number: #102762 \$50  
 Company Tracking Number: BICI0055-AR (F)  
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1010 Employment Practices Liability  
 Product Name: Beazley One Management Liability Insurance Program  
 Project Name/Number: Beazley One Management Liability Insurance Program/BICI0055-AR (F)

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 LIABILITY

Approved POLICYHOLDER BICMU00 1106 Disclosure/ New AR  
 NOTICE – 011106AR Notice BICMU0001  
 ARKANSAS 1106.pdf



## <BEAZLEY NAME LOGO>

### WAGE AND HOUR COVERAGE ENHANCEMENT SUPPLEMENTAL APPLICATION

**NOTICE TO NEW YORK APPLICANTS:** The Policy for which this Application is made is a claims made Policy. Upon termination of coverage for any reason, a 60-day automatic extension period will apply. For an additional premium, an extended reporting period of twelve months can be purchased as indicated in the Policy. Except as otherwise provided herein, the Policy only applies to Claims first made during the Policy Period, the automatic extension period or, if applicable, the extended reporting period. No coverage exists for Claims made after the end of the Policy Period and the automatic extension period except to the extent the extended reporting period applies. No coverage will exist after the expiration of the automatic extension period or, if purchased, the extended reporting period, which may result in a potential coverage gap if prior acts coverage is not subsequently provided by the other insurer. During the first several years of a claims-made relationship, claims-made rates are comparatively lower than occurrence rates, and the Insured can expect substantial annual premium increases, independent of overall rate increases, until the claims-made relationship reaches maturity. The Limit of Liability available to pay damages or settlements shall be reduced and may be exhausted by Defense Costs and Defense Costs shall be applied to the Retention. The Insurer is not obligated to pay any loss, including Defense Costs, after the Limit of Liability has been exhausted by payment of Loss, including Defense Costs.

**NOTICE TO MINNESOTA APPLICANTS:** The Policy for which this Application is made is a claims made and reported Policy subject to its terms. This Policy applies only to any Claim first made against the Insureds during the Policy Period or the extended reporting period, if purchased, provided such Claim is reported to the Insurer or the Insurer's agent or broker as provided in the Policy. Only Claims actually made during the Policy Period are covered unless coverage for an extended reporting period is purchased. If an extended reporting period is not made available the Insured risk's having gaps in coverage when switching from one company to another. Moreover, even if such a reporting period is made available the Insured may be personally liable for claims reported after the period expires. Claims made policies may not provide coverage for Wrongful Acts committed before a fixed retroactive date. Rates for claims made policies are discounted in the early years of a policy, but increase steadily over time. Amounts incurred as Defense Costs shall reduce and may exhaust the applicable Limits of Liability and are subject to the Retentions.

**NOTICE TO ALL OTHER APPLICANTS:** THE POLICY FOR WHICH THIS SUPPLEMENTAL APPLICATION IS MADE IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS, SUCH POLICY APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR AN APPLICABLE EXTENDED REPORTING PERIOD AND REPORTED TO THE INSURER IN ACCORDANCE WITH THE POLICY TERMS. DEFENSE COSTS SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTIONS. THE INSURER IS NOT LIABLE FOR DEFENSE COSTS OR ANY JUDGMENT OR SETTLEMENT ONCE THE LIMIT OF LIABILITY IS EXHAUSTED BY DEFENSE COSTS OR OTHER LOSS. THE APPLICATION, ITS ATTACHMENTS AND THIS SUPPLEMENTAL APPLICATION ARE HEREBY ATTACHED AND MADE A PART OF THIS POLICY.

#### INSTRUCTIONS:

- 1) Answer all questions (if not applicable, show N/A) and attach all additional information/explanations as required.
- 2) Application must be dated and have an authorized signature.
- 3) PLEASE READ STATEMENTS AT END OF APPLICATION CAREFULLY.

**ORGANIZATIONAL INFORMATION:**

Applicant Name \_\_\_\_\_

Principal Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_ Web Address \_\_\_\_\_

- |  | Yes                      | No                       |
|--|--------------------------|--------------------------|
| 1. Do all exempt management personnel, as part of their primary duties:  |                          |                          |
| a) have direct management control over at least 2 employees?   | <input type="checkbox"/> | <input type="checkbox"/> |
| b) have authority to hire and fire or to make recommendations on hiring and firing?  | <input type="checkbox"/> | <input type="checkbox"/> |
| c) spend less than 50% of their time supervising employees?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do all exempt administrative personnel, as part of their primary duties, have authority to make some independent decisions (e.g. sign contracts, bind the Applicant, hire/fire)?                    | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Do all exempt outside sales personnel get paid on a commission or partial commission basis?   | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Do any non-exempt employees get paid less than minimum wage, including but not limited to, those with the expectation that the difference will be made up by gratuities, commissions or piece rate? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Are any non-exempt personnel not paid for any time that they are required to be on Applicant's premises (i.e., putting on or removing uniforms or equipment) or traveling at Applicant's direction? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Do any non-exempt employees receive reduced hours in exchange for working more than 40 hours in one week in lieu of overtime pay?   | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. If Applicant has independent contractors, do they:  |                          |                          |
| a) work under the direct supervision and control of Applicant employees?   | <input type="checkbox"/> | <input type="checkbox"/> |
| b) use equipment or tools supplied by Applicant?   | <input type="checkbox"/> | <input type="checkbox"/> |
| c) receive company benefits?   | <input type="checkbox"/> | <input type="checkbox"/> |
| d) wear company uniform?   | <input type="checkbox"/> | <input type="checkbox"/> |
| e) have a mandate to attend company meetings?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Does Applicant contract with an outside company for services to be performed on Applicant's premises by that company's employees?   | <input type="checkbox"/> | <input type="checkbox"/> |
| If yes, is there a written indemnity agreement holding Applicant harmless for any wage and hour violations?  | <input type="checkbox"/> | <input type="checkbox"/> |

- |  | Yes                      | No                       |
|--|--------------------------|--------------------------|
| 9. Does Applicant audit or review its wage and hour practices to ensure compliance with state and federal laws; including classification of exempt / non-exempt Employees, how overtime is calculated, and meal and rest break periods?<br>If yes, is an attorney involved and how frequent are the audits?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Does Applicant retain payroll records for the last three years?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. Does Applicant track the number of hours of salaried employees for payroll purposes?   | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. Has Applicant changed the status of any non-exempt job category to exempt in the last 4 years? If yes, please provide details.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 13. Does Applicant maintain job descriptions for each employee at each location and periodically review them against the employee's actual job duties?   | <input type="checkbox"/> | <input type="checkbox"/> |
| 14. Does Applicant regularly review job descriptions and update them with the assistance of an attorney?   | <input type="checkbox"/> | <input type="checkbox"/> |
| 15. For any non-exempt employees that are required to be on-call or stand-by to the extent that they are restricted from doing their normal activities (ie, must stay within a 3 mile radius from work), are they compensated for this time?   | <input type="checkbox"/> | <input type="checkbox"/> |
| 16. Have any losses, lawsuits, administrative proceedings, including audits, investigations, or reviews by the Department of Labor or similar state agencies, including but not limited to the California Department of Industrial Relations, hearings or demands been made against the Applicant or any entity or person proposed for this insurance during the last five (5) years alleging violation of or investigating compliance with any wage and hour law, including but not limited to the California Labor Code? If yes, please provide details. | <input type="checkbox"/> | <input type="checkbox"/> |

The undersigned declares that the statements set forth herein are true and include all material information. For New Hampshire applicants, the foregoing statement is limited to the best of the undersigned's knowledge, after reasonable inquiry. The undersigned agrees that if the information supplied in this Application changes between the date of this Application and the effective date of the insurance, he/she will, in order for the information to be accurate on the effective date of the insurance, immediately notify the Insurer of such changes, and the Insurer may withdraw or modify any outstanding quotations or authorizations or agreements to bind the insurance.

Signing of this Application does not bind the Applicant or the Insurer to complete the insurance, but it is represented that the statements contained in this Application and the materials submitted herewith are the basis of the contract should a Policy be issued and have been relied upon by the Insurer in issuing any Policy. The Insurer is authorized to make any investigation and inquiry in connection with this Application as it deems necessary.

All written statements and materials furnished to the Insurer in conjunction with this Application are hereby incorporated by reference into this Application and made a part hereof. This Application and materials submitted with it shall be retained on file with the Insurer and shall be deemed attached to and become part of the Policy if issued. This paragraph does not apply in the states of Utah and Wisconsin.



If this Supplemental Application is completed in Wisconsin, please note the following:

- If the Insured cancels the Policy, earned Premium shall be computed on a short rate basis. The Premium shall be deemed fully earned if any Claim under the Policy is reported to the Insurer on or before the date of cancellation.
- An extended reporting period endorsement will not be issued unless the Insurer receives a written request for it within thirty (30) days after the Policy is cancelled or non-renewed, nor will it take effect unless the additional Premium is paid within thirty (30) days after the Policy is cancelled or non-renewed. Once that Premium is paid the endorsement may not be cancelled and the additional Premium will be fully earned.

## <BEAZLEY NAME LOGO>

### WAGE AND HOUR COVERAGE ENHANCEMENT LOSS HISTORY SUPPLEMENTAL APPLICATION

**NOTICE TO NEW YORK APPLICANTS:** The Policy for which this Application is made is a claims made Policy. Upon termination of coverage for any reason, a 60-day automatic extension period will apply. For an additional premium, an extended reporting period of twelve months can be purchased as indicated in the Policy. Except as otherwise provided herein, the Policy only applies to Claims first made during the Policy Period, the automatic extension period or, if applicable, the extended reporting period. No coverage exists for Claims made after the end of the Policy Period and the automatic extension period except to the extent the extended reporting period applies. No coverage will exist after the expiration of the automatic extension period or, if purchased, the extended reporting period, which may result in a potential coverage gap if prior acts coverage is not subsequently provided by the other insurer. During the first several years of a claims-made relationship, claims-made rates are comparatively lower than occurrence rates, and the Insured can expect substantial annual premium increases, independent of overall rate increases, until the claims-made relationship reaches maturity. The Limit of Liability available to pay damages or settlements shall be reduced and may be exhausted by Defense Costs and Defense Costs shall be applied to the Retention. The Insurer is not obligated to pay any loss, including Defense Costs, after the Limit of Liability has been exhausted by payment of Loss, including Defense Costs.

**NOTICE TO MINNESOTA APPLICANTS:** The Policy for which this Application is made is a claims made and reported Policy subject to its terms. This Policy applies only to any Claim first made against the Insureds during the Policy Period or the extended reporting period, if purchased, provided such Claim is reported to the Insurer or the Insurer's agent or broker as provided in the Policy. Only Claims actually made during the Policy Period are covered unless coverage for an extended reporting period is purchased. If an extended reporting period is not made available the Insured risk's having gaps in coverage when switching from one company to another. Moreover, even if such a reporting period is made available the Insured may be personally liable for claims reported after the period expires. Claims made policies may not provide coverage for Wrongful Acts committed before a fixed retroactive date. Rates for claims made policies are discounted in the early years of a policy, but increase steadily over time. Amounts incurred as Defense Costs shall reduce and may exhaust the applicable Limits of Liability and are subject to the Retentions.

**NOTICE TO ALL OTHER APPLICANTS:** THE POLICY FOR WHICH THIS SUPPLEMENTAL APPLICATION IS MADE IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS, SUCH POLICY APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR AN APPLICABLE EXTENDED REPORTING PERIOD AND REPORTED TO THE INSURER IN ACCORDANCE WITH THE POLICY TERMS. DEFENSE COSTS SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTIONS. THE INSURER IS NOT LIABLE FOR DEFENSE COSTS OR ANY JUDGMENT OR SETTLEMENT ONCE THE LIMIT OF LIABILITY IS EXHAUSTED BY DEFENSE COSTS OR OTHER LOSS. THE APPLICATION, ITS ATTACHMENTS AND THIS SUPPLEMENTAL APPLICATION ARE HEREBY ATTACHED AND MADE A PART OF THIS POLICY.

**INSTRUCTIONS:**

- 1) Answer all questions (if not applicable, show N/A) and attach all additional information/explanations as required.
- 2) Application must be dated and have an authorized signature.
- 3) PLEASE READ STATEMENTS AT END OF APPLICATION CAREFULLY.

**ORGANIZATIONAL INFORMATION:**

Applicant Name \_\_\_\_\_

Principal Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_ Web Address \_\_\_\_\_

1. Have any losses, lawsuits, administrative proceedings, including audits, investigations, or reviews by the Department of Labor or similar state agencies, including but not limited to the California Department of Industrial Relations, hearings or demands been made against the Applicant or any entity or person proposed for this insurance during the last five (5) years alleging violation of or investigating compliance with any wage and hour law, including but not limited to the California Labor Code? If yes, please provide details.

Yes

No

The undersigned declares that the statements set forth herein are true and include all material information. The undersigned agrees that if the information supplied in this Application changes between the date of this Application and the effective date of the insurance, he/she will, in order for the information to be accurate on the effective date of the insurance, immediately notify the Insurer of such changes, and the Insurer may withdraw or modify any outstanding quotations or authorizations or agreements to bind the insurance.

Signing of this Application does not bind the Applicant or the Insurer to complete the insurance, but it is represented that the statements contained in this Application and the materials submitted herewith are the basis of the contract should a Policy be issued and have been relied upon by the Insurer in issuing any Policy. The Insurer is authorized to make any investigation and inquiry in connection with this Application as it deems necessary.

All written statements and materials furnished to the Insurer in conjunction with this Application are hereby incorporated by reference into this Application and made a part hereof. This Application and materials submitted with it shall be retained on file with the Insurer and shall be deemed attached to and become part of the Policy if issued. This paragraph does not apply in the states of Utah and Wisconsin.

NOTE TO UTAH AND WISCONSIN RESIDENTS: All written statements and materials furnished to the Insurer in conjunction with this Application are made a part hereof provided this Application and such materials are attached to the Policy at the time of its delivery.

**WARNING TO ALL APPLICANTS**

**ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT (S)HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT MAY BE GUILTY OF INSURANCE FRAUD.**

**NOTICE TO FLORIDA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY IN THE THIRD DEGREE.

**NOTICE TO MAINE, TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

**NOTICE TO KENTUCKY AND NEW YORK APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIMS CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND NEW YORK APPLICANTS SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

The individual signing below is signing on behalf of the Applicant for this insurance and is authorized to do so.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of a Principal, Partner or Executive Officer

\_\_\_\_\_  
Printed Name and Title

If this Supplemental Application is completed in Florida, please provide the insurance agent's name and Florida license number. If this Supplemental Application is completed in Iowa, please provide the insurance agent's name only.

\_\_\_\_\_  
Name of Insurance Agent

\_\_\_\_\_  
License Identification No.

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

If this Supplemental Application is completed in Wisconsin, please note the following:

- If the Insured cancels the Policy, earned Premium shall be computed on a short rate basis. The Premium shall be deemed fully earned if any Claim under the Policy is reported to the Insurer on or before the date of cancellation.
- An extended reporting period endorsement will not be issued unless the Insurer receives a written request for it within thirty (30) days after the Policy is cancelled or non-renewed, nor will it take effect unless the additional Premium is paid within thirty (30) days after the Policy is cancelled or non-renewed. Once that Premium is paid the endorsement may not be cancelled and the additional Premium will be fully earned.

## <BEAZLEY NAME LOGO>

### FIRST TIME BUYER EMPLOYMENT PRACTICES LIABILITY INSURANCE APPLICATION

**NOTICE: THE POLICY FOR WHICH THIS APPLICATION IS MADE IS A CLAIMS MADE AND REPORTED POLICY SUBJECT TO ITS TERMS. THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE OPTIONAL EXTENSION PERIOD, PROVIDED SUCH CLAIM IS REPORTED IN WRITING TO THE UNDERWRITERS AS SOON AS PRACTICABLE BUT IN NO EVENT LATER THAN THE END OF THE POLICY PERIOD, IN ACCORDANCE WITH THE REQUIREMENTS OF THE OPTIONAL EXTENSION PERIOD, OR 60 DAYS AFTER THE POLICY PERIOD EXPIRATION DATE IN THE CASE OF A CLAIM FIRST MADE DURING THE LAST 60 DAYS OF THE POLICY PERIOD. AMOUNTS INCURRED AS DEFENSE COSTS SHALL REDUCE AND MAY EXHAUST THE APPLICABLE LIMITS OF LIABILITY AND ARE SUBJECT TO THE APPLICABLE RETENTIONS. THE UNDERWRITERS HAVE NO OBLIGATION TO PAY DEFENSE COSTS OR ANY SETTLEMENTS OR JUDGMENTS ONCE THE APPLICABLE LIMIT OF LIABILITY IS EXHAUSTED. PLEASE READ THIS POLICY CAREFULLY.**

**NOTICE TO NEW YORK APPLICANTS: THE POLICY FOR WHICH THIS APPLICATION IS MADE, IS A CLAIMS MADE POLICY. UPON TERMINATION OF COVERAGE FOR ANY REASON, A 60-DAY AUTOMATIC EXTENSION PERIOD WILL APPLY. FOR AN ADDITIONAL PREMIUM, AN OPTIONAL EXTENSION PERIOD CAN BE PURCHASED AS INDICATED IN ITEM 7. OF THE DECLARATIONS. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY ONLY APPLIES TO CLAIMS FIRST MADE DURING THE POLICY PERIOD, THE AUTOMATIC EXTENSION PERIOD OR, IF APPLICABLE, THE OPTIONAL EXTENSION PERIOD. NO COVERAGE EXISTS FOR CLAIMS MADE AFTER THE END OF THE POLICY PERIOD AND THE AUTOMATIC EXTENSION PERIOD UNLESS, AND TO THE EXTENT, THE OPTIONAL EXTENSION PERIOD APPLIES. NO COVERAGE WILL EXIST AFTER THE EXPIRATION OF THE AUTOMATIC EXTENSION PERIOD OR, IF PURCHASED, THE OPTIONAL EXTENSION PERIOD, WHICH MAY RESULT IN A POTENTIAL COVERAGE GAP IF PRIOR ACTS COVERAGE IS NOT SUBSEQUENTLY PROVIDED BY ANOTHER INSURER. DURING THE FIRST SEVERAL YEARS OF A CLAIMS-MADE RELATIONSHIP, CLAIMS-MADE RATES ARE COMPARATIVELY LOWER THAN OCCURRENCE RATES, AND THE INSURED CAN EXPECT SUBSTANTIAL ANNUAL PREMIUM INCREASES, INDEPENDENT OF OVERALL RATE INCREASES, UNTIL THE CLAIMS-MADE RELATIONSHIP REACHES MATURITY. THE UNDERWRITERS ARE NOT OBLIGATED TO PAY ANY LOSS AFTER THE LIMIT OF LIABILITY HAS BEEN EXHAUSTED BY PAYMENT OF LOSS. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS SHALL BE REDUCED AND MAY BE EXHAUSTED BY DEFENSE COSTS AND DEFENSE COSTS SHALL BE APPLIED TO THE RETENTION. THE UNDERWRITERS HAVE NO OBLIGATION TO PAY DEFENSE COSTS OR ANY SETTLEMENTS OR JUDGMENTS ONCE THE APPLICABLE LIMIT OF LIABILITY IS EXHAUSTED. PLEASE READ THIS POLICY CAREFULLY.**

**NOTICE TO MINNESOTA APPLICANTS: THE POLICY FOR WHICH THIS APPLICATION IS MADE IS A CLAIMS MADE AND REPORTED POLICY SUBJECT TO ITS TERMS. THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD PROVIDED SUCH CLAIM IS REPORTED TO THE UNDERWRITERS OR THE UNDERWRITERS' AGENT OR BROKER AS SOON AS PRACTICABLE BUT IN NO EVENT LATER THAN THE END OF THE POLICY PERIOD, IN ACCORDANCE WITH THE REQUIREMENTS OF THE APPLICABLE EXTENSION PERIOD, OR 60 DAYS AFTER THE POLICY PERIOD EXPIRATION DATE IN THE CASE OF A CLAIM FIRST MADE DURING THE LAST 60 DAYS OF THE POLICY PERIOD. THIS MEANS THAT ONLY CLAIMS ACTUALLY MADE DURING THE POLICY PERIOD ARE COVERED UNLESS COVERAGE FOR AN OPTIONAL EXTENSION PERIOD IS PURCHASED. IF AN OPTIONAL EXTENSION PERIOD IS NOT MADE AVAILABLE TO YOU, YOU RISK HAVING GAPS IN COVERAGE WHEN SWITCHING FROM ONE COMPANY TO ANOTHER. MOREOVER, EVEN IF SUCH A REPORTING PERIOD IS MADE AVAILABLE TO YOU, YOU MAY STILL BE PERSONALLY LIABLE FOR CLAIMS REPORTED AFTER THE PERIOD EXPIRES. CLAIMS MADE POLICIES MAY NOT PROVIDE COVERAGE FOR WRONGFUL ACTS COMMITTED BEFORE A FIXED RETROACTIVE DATE. RATES FOR CLAIMS MADE POLICIES ARE DISCOUNTED IN THE EARLY YEARS OF A POLICY, BUT INCREASE STEADILY OVER TIME. AMOUNTS INCURRED AS DEFENSE COSTS SHALL REDUCE AND MAY EXHAUST**

**THE APPLICABLE LIMITS OF LIABILITY AND ARE SUBJECT TO THE RETENTIONS. PLEASE READ THIS POLICY CAREFULLY.**

A. Name of Applicant:  dba:

B. Street Address:  City:  State:  Zip:

The person designated below will be contacted by Comply America to arrange for the required manager's compliance training.

C. Name:  Title

D. E-mail  Phone:  Fax:

[Part-time = less than 25 hours per week. Seasonal = less than 6 months annually]

E. Number full time employees  Number part time or seasonal employees  F. Classification

Description of Operation

G. Do you currently carry employment practices liability insurance?  Yes  No if yes, please provide the inception date of the of the original policy of which the current policy is a renewal \_\_\_\_\_

H. Have any civil or criminal charges, claims, losses, lawsuits, administrative proceedings, hearings or demands been made against the Applicant or any entity or person proposed for this insurance during the past five (5) years which could fall within the scope of this proposed insurance, whether or not insured?  Yes  No

I. As of the date of this Application, does any Applicant or any entity or person proposed for this insurance have knowledge or information of any fact, circumstance, situation, event or transaction which may give rise to a claim under this proposed insurance?  Yes  No

| Limits  | Indicated Premium |  |
|---------|-------------------|--|
| 500/500 |                   | <b>\$5,000 per claim SIR<br/>NY,CA,OH,NJ,OR,TX,KY,WA,IN,FL,<br/>GA,UT,NV,AK,AZ \$2,500per claim<br/>SIR All other States</b> |
| 1MM/1MM |                   |  |
|         |                   |  |

K. Do you wish to continue with this coverage?  Yes. Please process this Application and issue a formal quote, binder and policy. Inception date \_\_\_\_\_  No. I understand that I have a potential exposure to a serious financial loss that is not covered by Workers Compensation or General Liability insurance.

*If Yes to question H or I above, please provide details for each including, as applicable, the type of circumstance or situation, claim, proceeding or complaint; how it was resolved or whether it is still pending, any amounts paid as defense, settlement or damages and whether any insurance responded to the claim as well as any corrective actions taken as a result of or in response to the claim. It is agreed that any **Claim** based upon or arising out of any claim or fact, circumstance, situation, event or transaction which was or should have been disclosed in I above is excluded from coverage under the proposed insurance.*

The undersigned is authorized by the Applicant and declares that the statements set forth herein are true. For New Hampshire Applicants, the foregoing statement is limited to the best of the undersigned's knowledge, after reasonable inquiry. The undersigned agrees that if the information supplied on this application changes between the date of this Application and the effective date of the insurance, he/she will, in order for the information to be accurate on the effective date of the insurance, immediately notify the Underwriters of such changes, and the Underwriters may withdraw or modify any outstanding quotations or authorizations or agreements to bind the insurance.

Signing of this Application does not bind the Applicant or the Underwriters to complete the insurance, but it is represented that the statements contained in this Application and the materials submitted herewith are the basis of the contract should a policy be issued, and have been relied upon by the Underwriters in issuing any policy. The

Underwriters are authorized to make any investigation and inquiry in connection with this application as it deems necessary.

All written statements and materials furnished to the Underwriters in conjunction with this Application are hereby incorporated by reference into this Application and made a part hereof. This Application and the materials submitted with it shall be retained on file with the Underwriters and shall be deemed attached to and become part of the policy if issued. For Utah or Wisconsin Applicants, such Application and materials are part of the policy, if issued, only if attached at issuance.

#### **WARNING**

**ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT (S)HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT MAY BE GUILTY OF INSURANCE FRAUD.**

**NOTICE TO COLORADO APPLICANTS:** IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, AND DENIAL OF INSURANCE AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES.

**NOTICE TO FLORIDA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY IN THE THIRD DEGREE.

**NOTICE TO MAINE, TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

**NOTICE TO OKLAHOMA APPLICANTS:** ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

**NOTICE TO PENNSYLVANIA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

**NOTICE TO NEW YORK AND KENTUCKY APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIMS CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

Signed: \_\_\_\_\_  
Must be signed by Chief Executive Officer, President or other authorized Executive of Applicant

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_  
(Day) (Month) (Year)

If this **Application** is completed in Florida, please provide the Insurance Agent's name and license number as designated. If this **Application** is completed in Iowa, please provide the Insurance Agent's name only.

\_\_\_\_\_  
Name of Insurance Agent

\_\_\_\_\_  
License Identification No.

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

If this **Application** is completed in Wisconsin, please note the following:

- If this Policy is cancelled by the **Named Insured**, the Underwriters shall retain the customary short rate portion of the premium hereon. If this Policy is cancelled by the Underwriters, the Underwriters shall retain the pro rata portion of the premium hereon. Payment or tender of any unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of cancellation.
- As a condition precedent to the right to purchase the **Optional Extension Period**, the total premium for this Policy must have been paid. The right to purchase the **Optional Extension Period** shall terminate unless written notice together with full payment of the premium for the **Optional Extension Period** is given to the Underwriters within thirty (30) days after the effective date of cancellation or nonrenewal. If such notice and premium payment is not so given to the Underwriters, there shall be no right to purchase the **Optional Extension Period**.
- In the event of the purchase of the **Optional Extension Period**, the entire premium for the **Optional Extension Period** shall be deemed earned at its commencement.

# <BEAZLEY NAME LOGO>

<Policy Name>

## DECLARATIONS

**NOTICE: THIS POLICY IS A CLAIMS MADE AND REPORTED POLICY SUBJECT TO ITS TERMS. IT APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED IN WRITING TO THE UNDERWRITERS AS SOON AS PRACTICABLE BUT IN NO EVENT LATER THAN THE END OF THE POLICY PERIOD, IN ACCORDANCE WITH AN APPLICABLE EXTENSION PERIOD, OR 60 DAYS AFTER THE POLICY PERIOD EXPIRATION DATE IN THE CASE OF A CLAIM FIRST MADE DURING THE LAST 60 DAYS OF THE POLICY PERIOD. AMOUNTS INCURRED AS DEFENSE COSTS SHALL REDUCE AND MAY EXHAUST THE APPLICABLE LIMITS OF LIABILITY AND ARE SUBJECT TO THE APPLICABLE RETENTIONS. THE UNDERWRITERS HAVE NO OBLIGATION TO PAY DEFENSE COSTS OR ANY SETTLEMENTS OR JUDGMENTS ONCE THE APPLICABLE LIMIT OF LIABILITY IS EXHAUSTED. PLEASE READ THIS POLICY CAREFULLY.**

These Declarations along with the completed and signed **Application** and the Policy with endorsements shall constitute the contract between the **Insureds** and Underwriters.

**Underwriters:** Beazley Insurance Company, Inc. **Policy Number:** [ ]

Item 1. **Named Insured:** [ ]

Principal Address:

[ ]

Item 2. **Policy Period:** From: [ ] To: [ ]

Both dates at 12:01 a.m. Local Time at the Principal Address stated in Item 1.

Item 3. **Clauses Forming This Policy**

<clause(s)>

Item 4. **Aggregate Limit(s) of Liability**

Clause

Aggregate Limit of Liability for  
the **Policy Period**

<clause(s)>

[\$ [ ]

Item 5. **Retention(s)**

Clause

Retention each **Claim:**

<clause(s)>

[\$ [ ]

Item 6. **Premium:** \$[ ]

Item 7. **Optional Extension Period**

- a. Premium for **Optional Extension Period:** [ ] % of the total annual premium for the Policy
- b. Length of **Optional Extension Period:** [ ] Months

Item 8. **Notification Under This Policy**

- a. Notification pursuant to Clause IX. shall be given to:  
<Name, Address, Phone, Contact Information>
- b. All other notices under this Policy shall be given to:  
<Name, Address, Phone, Contact Information>

Item 9. **Pending or Prior Litigation Date(s)**

| Clause      | Date: |
|-------------|-------|
| <clause(s)> |       |

Item 10. **Terrorism Coverage**

Coverage Purchased: Yes  
Terrorism Coverage Premium: \$< >

Item 11. **Endorsements Effective at Inception**

The Underwriters have caused this Policy to be signed and attested by its authorized officers, but it shall not be valid unless also signed by another duly authorized representative of the Underwriters.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

<Beazley name logo>

## **BEAZLEY ONE MANAGEMENT LIABILITY INSURANCE POLICY APPLICATION**

**NOTICE: THE POLICY FOR WHICH THIS APPLICATION IS MADE IS A CLAIMS MADE AND REPORTED POLICY SUBJECT TO ITS TERMS. THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD PROVIDED SUCH CLAIM IS REPORTED IN WRITING TO THE UNDERWRITERS AS SOON AS PRACTICABLE BUT IN NO EVENT LATER THAN THE END OF THE POLICY PERIOD, IN ACCORDANCE WITH THE REQUIREMENTS OF THE APPLICABLE EXTENSION PERIOD, OR 60 DAYS AFTER THE POLICY PERIOD EXPIRATION DATE IN THE CASE OF A CLAIM FIRST MADE DURING THE LAST 60 DAYS OF THE POLICY PERIOD. AMOUNTS INCURRED AS DEFENSE COSTS SHALL REDUCE AND MAY EXHAUST THE APPLICABLE LIMIT(S) OF LIABILITY AND ARE SUBJECT TO THE APPLICABLE RETENTIONS. THE UNDERWRITERS HAVE NO OBLIGATION TO PAY DEFENSE COSTS OR ANY SETTLEMENTS OR JUDGMENTS ONCE THE APPLICABLE LIMIT OF LIABILITY IS EXHAUSTED. PLEASE READ THIS POLICY CAREFULLY.**

**NOTICE TO NEW YORK APPLICANTS: THE POLICY FOR WHICH THIS APPLICATION IS MADE, IS A CLAIMS MADE POLICY. UPON TERMINATION OF COVERAGE FOR ANY REASON, A 60-DAY AUTOMATIC EXTENSION PERIOD WILL APPLY. FOR AN ADDITIONAL PREMIUM, AN OPTIONAL EXTENSION PERIOD CAN BE PURCHASED AS INDICATED IN ITEM 7. OF THE DECLARATIONS. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY ONLY APPLIES TO CLAIMS FIRST MADE DURING THE POLICY PERIOD, THE AUTOMATIC EXTENSION PERIOD OR, IF APPLICABLE, THE OPTIONAL EXTENSION PERIOD. NO COVERAGE EXISTS FOR CLAIMS MADE AFTER THE END OF THE POLICY PERIOD AND THE AUTOMATIC EXTENSION PERIOD UNLESS, AND TO THE EXTENT, THE OPTIONAL EXTENSION PERIOD APPLIES. NO COVERAGE WILL EXIST AFTER THE EXPIRATION OF THE AUTOMATIC EXTENSION PERIOD OR, IF PURCHASED, THE OPTIONAL EXTENSION PERIOD, WHICH MAY RESULT IN A POTENTIAL COVERAGE GAP IF PRIOR ACTS COVERAGE IS NOT SUBSEQUENTLY PROVIDED BY ANOTHER INSURER. DURING THE FIRST SEVERAL YEARS OF A CLAIMS-MADE RELATIONSHIP, CLAIMS-MADE RATES ARE COMPARATIVELY LOWER THAN OCCURRENCE RATES, AND THE INSURED CAN EXPECT SUBSTANTIAL ANNUAL PREMIUM INCREASES, INDEPENDENT OF OVERALL RATE INCREASES, UNTIL THE CLAIMS-MADE RELATIONSHIP REACHES MATURITY. THE UNDERWRITERS ARE NOT OBLIGATED TO PAY ANY LOSS AFTER THE LIMIT OF LIABILITY HAS BEEN EXHAUSTED BY PAYMENT OF LOSS. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS SHALL BE REDUCED AND MAY BE EXHAUSTED BY DEFENSE COSTS AND DEFENSE COSTS SHALL BE APPLIED TO THE RETENTION. THE UNDERWRITERS HAVE NO OBLIGATION TO PAY DEFENSE COSTS OR ANY SETTLEMENTS OR JUDGMENTS ONCE THE APPLICABLE LIMIT OF LIABILITY IS EXHAUSTED. PLEASE READ THIS POLICY CAREFULLY.**

**NOTICE TO MINNESOTA APPLICANTS: THE POLICY FOR WHICH THIS APPLICATION IS MADE IS A CLAIMS MADE AND REPORTED POLICY SUBJECT TO ITS TERMS. THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD PROVIDED SUCH CLAIM IS REPORTED TO THE UNDERWRITERS OR THE UNDERWRITERS' AGENT OR BROKER AS SOON AS PRACTICABLE BUT IN NO EVENT LATER THAN THE END OF THE POLICY PERIOD, IN ACCORDANCE WITH THE REQUIREMENTS OF THE OPTIONAL EXTENSION PERIOD, OR 60 DAYS AFTER THE POLICY PERIOD EXPIRATION DATE IN THE CASE OF A CLAIM FIRST MADE DURING THE LAST 60 DAYS OF THE POLICY PERIOD. THIS MEANS THAT ONLY CLAIMS ACTUALLY MADE DURING THE POLICY PERIOD ARE COVERED UNLESS COVERAGE FOR AN OPTIONAL EXTENSION PERIOD IS PURCHASED. IF AN OPTIONAL EXTENSION PERIOD IS NOT MADE AVAILABLE TO YOU, YOU RISK HAVING GAPS IN COVERAGE WHEN SWITCHING FROM ONE COMPANY TO ANOTHER. MOREOVER, EVEN IF SUCH A REPORTING PERIOD IS MADE AVAILABLE TO YOU, YOU MAY STILL BE PERSONALLY LIABLE FOR CLAIMS REPORTED AFTER THE PERIOD EXPIRES. CLAIMS MADE POLICIES MAY NOT PROVIDE COVERAGE FOR WRONGFUL ACTS COMMITTED BEFORE A FIXED RETROACTIVE DATE. RATES FOR CLAIMS MADE POLICIES ARE DISCOUNTED IN THE EARLY YEARS OF A POLICY, BUT INCREASE STEADILY OVER TIME. AMOUNTS INCURRED AS DEFENSE COSTS SHALL REDUCE AND MAY EXHAUST**

**THE APPLICABLE LIMITS OF LIABILITY AND ARE SUBJECT TO THE RETENTIONS. PLEASE READ THIS POLICY CAREFULLY.**

Please fully answer all questions and submit all requested information. Terms appearing in bold face in this **Application** are defined in the Policy and have the same meaning in this **Application** as in the Policy. If you do not have a copy of the Policy, please request it from your agent or broker. This **Application**, including all materials submitted herewith, shall be held in confidence.

**I. ORGANIZATIONAL INFORMATION:**

|                            |   |                     |  |
|----------------------------|---|---------------------|--|
| Applicant Name:            |   | Years in Business   |  |
| Principal Address:         |   |                     |  |
| Primary Business Activity: |   | SIC Code/NAICS Code |  |
| Business Organization:     | Corporation ___ Partnership ___ Limited Liability Corporation ___ Other ___ |                     |  |

If Applicant is a subsidiary of another company, please provide the name of the Parent Company:

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**II. COVERAGE REQUESTED/OTHER INSURANCE INFORMATION:**

|                   | D&O | EPL | Fiduciary | E&O | Fidel/Crime |
|-------------------|-----|-----|-----------|-----|-------------|
| <b>Current:</b>   |     |     |           |     |             |
| Limit/Retention   |     |     |           |     |             |
| Premium           |     |     |           |     |             |
| Insurer           |     |     |           |     |             |
| Policy Period     |     |     |           |     |             |
| <b>Requested:</b> |     |     |           |     |             |
| Limit/Retention   |     |     |           |     |             |
| Effective Date    |     |     |           |     |             |

**APPLICANTS IN MISSOURI: DO NOT ANSWER THE FOLLOWING QUESTION.**

Have any of the Applicant's current liability insurers indicated intent not to offer renewal terms?  Yes  No  
 If Yes, please attach details.

**III. EMPLOYMENT PRACTICES LIABILITY COVERAGE *Please complete only if applying for this coverage:***

A. Does the Applicant have a full time Human Resources Department Manager?  Yes  No  
 Human Resources Manager contact information:

|       |        |        |
|-------|--------|--------|
| Name: | Phone: | Email: |
|-------|--------|--------|

B. Total number of **Employees** of Applicant including all **Subsidiaries** and all leased and seasonal employees and independent contractors:

|                           | Current Year | 1 Year Ago | 2 Years Ago |
|---------------------------|--------------|------------|-------------|
| Full Time:                |              |            |             |
| Part Time:                |              |            |             |
| Terminated: (involuntary) |              |            |             |
| Resigned: (voluntary)     |              |            |             |
| Layoffs:                  |              |            |             |

C. Number of employees that are in the following salary ranges (salary includes bonuses and commissions):

|                   |                       |                      |
|-------------------|-----------------------|----------------------|
| \$50,000 or less: | \$50,000 - \$100,000: | \$100,000 and above: |
|-------------------|-----------------------|----------------------|

D. Locations of Applicant by state or country (if foreign) and number of employees for each (attach schedule if necessary):

| State or Country | # of Employees | # of locations |  | State or Country | # of Employees | # of locations |
|------------------|----------------|----------------|--|------------------|----------------|----------------|
|                  |                |                |  |                  |                |                |
|                  |                |                |  |                  |                |                |
|                  |                |                |  |                  |                |                |

E. Does the Applicant have an employee handbook?

Yes  No

1. Has the handbook been reviewed by legal counsel in the past 5 years?

Yes  No

2. Does the handbook include or does Applicant have written policies and procedures for:

a. Equal Opportunity Employment/Anti-discrimination

Yes  No

b. Employment "at will"

Yes  No

c. Anti-sexual harassment/Handling complaints of sexual harassment and other discrimination

Yes  No

d. Handling other employee grievances or complaints

Yes  No

e. ADA accommodations

Yes  No

3. Does the Applicant:

a. Review all terminations with human resources or legal counsel?

Yes  No

b. Provide training for anti-discrimination or anti-sexual harassment and other written policies?

Yes  No

c. Use severance pay/releases for terminations?

Yes  No

d. Provide written performance evaluations?

Yes  No

F. Is the Applicant a Federal Contractor?

Yes  No

1. If Yes, does Applicant have an Affirmative Action Plan?

Yes  No

2. Has the Applicant been the subject of an OFCCP audit?

Yes  No

If Yes, please attach details.

G. Does the Applicant contemplate in the next twelve months any employee layoffs, including anything resulting from a branch, location, facility, office or subsidiary closing or consolidation?

Yes  No

If Yes, how many employees will be impacted: \_\_\_\_\_

H. How many employees are union members? \_\_\_\_\_

**IV. DIRECTORS AND OFFICERS COVERAGE *Please complete only if applying for this coverage:***

A. Please list all subsidiaries including ownership by percentage:

| Subsidiary Name | Applicant's Ownership Percentage |
|-----------------|----------------------------------|
|                 | %                                |
|                 | %                                |

*Attach additional page if necessary.*

B. Is the Applicant a party to any joint venture arrangements or partnership agreements?

Yes  No

If Yes, please attach details.

C. Financial Data:

|                     |                  |                     |
|---------------------|------------------|---------------------|
| Annual Revenues: \$ | Total Assets: \$ | Net income/loss: \$ |
|---------------------|------------------|---------------------|

D. Shareholder Information:

|                                |                        |                                       |                        |
|--------------------------------|------------------------|---------------------------------------|------------------------|
| Total Number of Shareholders:  |                        |                                       |                        |
| Director/Officer Shareholders: | % Voting Shares Owned: | Other Shareholders owning 5% or more: | % Voting Shares Owned: |
|                                |                        |                                       |                        |
|                                |                        |                                       |                        |
|                                |                        |                                       |                        |

E. How many employed lawyers (in-house counsel) does the Applicant employ? \_\_\_\_\_

F. Has Applicant within the past twelve months completed or agreed to, or does it contemplate in the next twelve months, any of the following:

|   |  |                 |  |
|---|--|-----------------|--|
| 1. A merger, acquisition, creation, divestiture, or tender offer of or for any entity, plant, office, subsidiary, branch or division?           |  |                 |  |
| Next 12 months?   | <input type="checkbox"/> Yes <input type="checkbox"/> No | Past 24 months? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2. Sale, distribution or divestiture of any assets or stock other than in the ordinary course of business?                                      |  |                 |  |
| Next 12 months?   | <input type="checkbox"/> Yes <input type="checkbox"/> No | Past 12 months? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3. Reorganization or arrangement with creditors under federal or state law?   |  |                 |  |
| Next 12 months?   | <input type="checkbox"/> Yes <input type="checkbox"/> No | Past 12 months? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4. Any registration for a public offering or private placement of securities? If Yes, please attach a copy of the Prospectus or other document. |  |                 |  |
| Next 12 months?   | <input type="checkbox"/> Yes <input type="checkbox"/> No | Past 12 months? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5. Any violation of debt covenants?   |  |                 |  |
| Next 12 months?   | <input type="checkbox"/> Yes <input type="checkbox"/> No | Past 12 months? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

V. **FIDUCIARY LIABILITY INSURANCE COVERAGE** *Please complete only if applying for this coverage:*

|   |        |         |
|---|--------|---------|
| Benefits Manager or Plan Administrator: | Phone: | e-mail: |
|---|--------|---------|

A. List all **Plans** for which coverage is requested:

| <u>Plan Name</u> | <u>Total Assets</u> | <u>Number of Participants</u> | <u>Type of Plan*</u> | Check if the <b>Plan</b> is not a Qualified <b>Plan</b> | Check only if the <b>Plan</b> has Investments in Employer <u>Securities</u> | Check only if this is not a single employer <b>Plan</b> |
|------------------|---------------------|-------------------------------|----------------------|---|---|---|
|                  |                     |                               |                      | <input type="checkbox"/> Not Qualified                  | <input type="checkbox"/>  | <input type="checkbox"/> Multiemployer                  |
|                  |                     |                               |                      | <input type="checkbox"/> Not Qualified                  | <input type="checkbox"/>  | <input type="checkbox"/> Multiemployer                  |
|                  |                     |                               |                      | <input type="checkbox"/> Not Qualified                  | <input type="checkbox"/>  | <input type="checkbox"/> Multiemployer                  |

\*W = Welfare Benefit, DC = Defined Contribution, DB = Defined Benefit, ESOP= Employee Stock ownership Plan, O = Other

Indicate if additional **Plans** are listed on an attachment.

B. Are **Plan** assets managed by an independent investment manager?  Yes  No

If No, attach details of investment procedures.

1. How often is the investment manager's performance reviewed? \_\_\_\_\_

2. Does any **Plan** employ the investment, trustee, actuarial, legal, administrative or benefits consulting services of any outside provider(s)?  Yes  No

If Yes, attach the name(s) of the organization(s), the service(s) they provide and the **Plan(s)** for which services are provided.

C. Has any **Plan** experienced an event reportable to the PBGC or been the subject of an investigation by the DOL, the IRS or any similar foreign agency in the last three years?  Yes  No

If Yes, please attach details.

D. Do all **Plans** conform to the provisions of **ERISA** including those regarding eligibility, investments and vesting?  Yes  No

E. Are all **Plans** reviewed periodically to ensure there are no violations of **ERISA's** rules on party-in-interest or prohibited transactions?  Yes  No

F. In the past two years, has there been any amendment(s) to any **Plan** that has resulted in or may result in any change or reduction of **Benefits** or are any such amendments contemplated?  Yes  No

If Yes, attach details of the amendment(s).

G. Has any **Plan** or portion of any **Plan** been sold, transferred or terminated?  Yes  No

If Yes, attach the date of sale or termination, whether assets have been fully distributed or reverted to a party other than the **Plan** participants and name of annuity provider if **Benefits** have been secured by annuities and whether the Department of Labor has approved such termination.

H. In the last 24 months, has there been, or is there now under consideration, any merger, acquisition, restructuring or consolidation of or by the Applicant or any of its **Subsidiaries** that has resulted in or may result in **Plan** participants transferring to another **Plan**, company or **Subsidiary** or any merger or termination of a **Plan**?  Yes  No

If Yes, attach complete details.

I. Defined Benefit **Plan** Funding:

1. Has an actuary certified that all **Plans** are adequately funded in accordance with **ERISA** or any applicable similar common or statutory law of the United States, Canada or any state or other jurisdiction anywhere in the world?  Yes  No

If No, attach complete details including plans for bringing funding to adequate levels.

2. Has any **Plan** received an adverse opinion as to its financial condition by an independent public accountant?  Yes  No

If yes, please attach audit.

3. Are there any overdue employer contributions for any **Plan** or has a waiver of contributions been requested?  Yes  No

If Yes, attach complete details including the **Plan** name and the amount of any overdue employer contributions for each such **Plan**.

4. Has the Applicant converted any Defined Benefit **Plan** to a cash balance **Plan** within the previous five (5) years or have plans to do so within the next twelve (12) months?  Yes  No

If Yes, attach complete details including the date of conversion.

J. Is there **ERISA** fidelity bond coverage currently in force with respect to any **Plan**? Yes No  
If Yes, provide details below:

|                     |                  |
|---------------------|------------------|
| Insurer:            | Expiration Date: |
| Limit of Liability: | Premium:         |

**VI. LOSS HISTORY:**

**A. Employment Practices Liability:**

1. Have any civil or criminal charges, claims, losses, lawsuits, administrative proceedings, hearings or demands been made against the Applicant or any entity or person proposed for this insurance during the past five (5) years which could fall within the scope of this proposed insurance, whether or not insured, including without limitation any claim involving (a) employees or independent contractors; (b) class action suits or (c) investigations by the Department of Labor, or similar state or foreign agency?  Yes  No

2. Have any losses, lawsuits, administrative proceedings, hearings or demands been made against the Applicant or any entity or person proposed for this insurance during the past five (5) years alleging violation of any **Wage and Hour Law**?  Yes  No

**B. Private Company Liability:**

Have any civil or criminal charges, claims, losses, lawsuits, administrative proceedings, hearings or demands been made against the Applicant or any entity or person proposed for this insurance during the past five (5) years which could fall within the scope of this proposed insurance, whether or not insured, including without limitation any claim involving: (a) alleged state or federal copyright, patent, antitrust, fair trade, or securities violations; (b) class actions or derivative suits; or (c) investigations by the SEC, the Department of Labor, or similar state or foreign agency?  Yes  No

**C. Fiduciary Liability**

1. Have any civil or criminal charges, claims, losses, lawsuits, administrative proceedings, hearings or demands been made against the Applicant or any entity or person proposed for this insurance during the past five (5) years which could fall within the scope of this proposed insurance, whether or not insured?  Yes  No

2. Has any **Plan** ever participated in a voluntary compliance program administered by the IRS or the DOL and has there been any assessment of IRS Closing Agreement Program (CAP) penalties against any **Plan**?  Yes  No

*If Yes to any question in **Loss History** above, please provide details for each including, as applicable, the type of claim, proceeding or complaint; how it was resolved or whether it is still pending, any amounts paid as defense, settlement or damages and whether any insurance responded to the claim as well as any corrective actions taken as a result of or in response to the claim.*

**VII. REPRESENTATION:**

As of the date of this Application, does any Applicant, director, officer or other proposed **Insured** have knowledge or information of any fact, circumstance, situation, event or transaction which may give rise to a claim under this proposed insurance?  Yes  No

*If Yes, please provide details.*

It is agreed that any **Claim** based upon or arising out of any claim or fact, circumstance, situation, event or transaction which was or should have been disclosed in the **Representation** above is excluded from coverage under the proposed insurance.

**VIII. ATTACHMENTS:**

Attach the following materials regarding the Applicant:

Latest audited financial statement;

Copies of any registration statements filed with the SEC or any private placement memorandums within the last twelve (12) months;

If Applicant has over 250 employees, a copy of the most current EE01 report; and

If Applicant has over 1000 employees, a copy of the employee handbook.

The undersigned declares that the statements set forth herein are true. For New Hampshire Applicants, the foregoing statement is limited to the best of the undersigned's knowledge, after reasonable inquiry. The undersigned agrees that if the information supplied on this Application changes between the date of this Application and the effective date of the insurance, he/she will, in order for the information to be accurate on the effective date of the insurance, immediately notify the Underwriters of such changes, and the Underwriters may withdraw or modify any outstanding quotations or authorizations or agreements to bind the insurance.

Signing of this Application does not bind the Applicant or the Underwriters to complete the insurance, but it is represented that the statements contained in this Application and the materials submitted herewith are the basis of the contract should a policy be issued and have been relied upon by the Underwriters in issuing any policy. The Underwriters are authorized to make any investigation and inquiry in connection with this application as it deems necessary.

All written statements and materials furnished to the Underwriters in conjunction with this Application are hereby incorporated by reference into this Application and made a part hereof. This Application and materials submitted with it shall be retained on file with the Underwriters and shall be deemed attached to and become part of the policy if issued. For Applicants in Utah and Wisconsin, this Application and the materials submitted with it shall become part of the policy, if issued, if attached to the policy at issuance.

**WARNING**

**ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT (S)HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT MAY BE GUILTY OF INSURANCE FRAUD.**

**NOTICE TO COLORADO APPLICANTS:** IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, AND DENIAL OF INSURANCE AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES.

**NOTICE TO FLORIDA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY IN THE THIRD DEGREE.

**NOTICE TO MAINE, TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE

COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

**NOTICE TO OKLAHOMA APPLICANTS:** ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

**NOTICE TO PENNSYLVANIA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

**NOTICE TO NEW YORK AND KENTUCKY APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIMS CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

Signed: \_\_\_\_\_  
Must be signed by Chief Executive Officer, President or other authorized Executive of Applicant

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_  
(Day) (Month) (Year)

If this **Application** is completed in Florida, please provide the Insurance Agent's name and license number as designated. If this **Application** is completed in Iowa, please provide the Insurance Agent's name only.

\_\_\_\_\_  
Name of Insurance Agent

\_\_\_\_\_  
License Identification No.

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

If this **Application** is completed in Wisconsin, please note the following:

- If this Policy is cancelled by the **Named Insured**, the Underwriters shall retain the customary short rate portion of the premium hereon. If this Policy is cancelled by the Underwriters, the Underwriters shall retain the pro rata portion of the premium hereon. Payment or tender of any unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of cancellation.
- As a condition precedent to the right to purchase the **Optional Extension Period**, the total premium for this Policy must have been paid. The right to purchase the **Optional Extension Period** shall terminate unless written notice together with full payment of the premium for the **Optional Extension Period** is given to the Underwriters within thirty (30) days after the effective date of cancellation or nonrenewal. If such notice and premium payment is not so given to the Underwriters, there shall be no right to purchase the **Optional Extension Period**.
- In the event of the purchase of the **Optional Extension Period**, the entire premium for the **Optional Extension Period** shall be deemed earned at its commencement.

# <Beazley name logo>

## EMPLOYMENT PRACTICES LIABILITY INSURANCE APPLICATION

**NOTICE: THE POLICY FOR WHICH THIS APPLICATION IS MADE IS A CLAIMS MADE AND REPORTED POLICY SUBJECT TO ITS TERMS. THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD PROVIDED SUCH CLAIM IS REPORTED IN WRITING TO THE UNDERWRITERS AS SOON AS PRACTICABLE BUT IN NO EVENT LATER THAN THE END OF THE POLICY PERIOD, IN ACCORDANCE WITH THE APPLICABLE EXTENSION PERIOD, OR 60 DAYS AFTER THE POLICY PERIOD EXPIRATION DATE IN THE CASE OF A CLAIM FIRST MADE DURING THE LAST 60 DAYS OF THE POLICY PERIOD. AMOUNTS INCURRED AS DEFENSE COSTS SHALL REDUCE AND MAY EXHAUST THE APPLICABLE LIMIT(S) OF LIABILITY AND ARE SUBJECT TO THE APPLICABLE RETENTIONS. THE UNDERWRITERS HAVE NO OBLIGATION TO PAY DEFENSE COSTS OR ANY SETTLEMENTS OR JUDGMENTS ONCE THE APPLICABLE LIMIT OF LIABILITY IS EXHAUSTED. PLEASE READ THIS POLICY CAREFULLY.**

**NOTICE TO NEW YORK APPLICANTS: THE POLICY FOR WHICH THIS APPLICATION IS MADE IS A CLAIMS MADE POLICY. UPON TERMINATION OF COVERAGE FOR ANY REASON A 60-DAY AUTOMATIC EXTENSION PERIOD WILL APPLY. FOR AN ADDITIONAL PREMIUM, AN OPTIONAL EXTENSION PERIOD CAN BE PURCHASED AS INDICATED IN ITEM 7. OF THE DECLARATIONS. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY ONLY APPLIES TO CLAIMS FIRST MADE DURING THE POLICY PERIOD, THE AUTOMATIC EXTENSION PERIOD OR, IF APPLICABLE, THE OPTIONAL EXTENSION PERIOD. NO COVERAGE EXISTS FOR CLAIMS MADE AFTER THE END OF THE POLICY PERIOD AND THE AUTOMATIC EXTENSION PERIOD UNLESS, AND TO THE EXTENT, THE OPTIONAL EXTENSION PERIOD APPLIES. NO COVERAGE WILL EXIST AFTER THE EXPIRATION OF THE AUTOMATIC EXTENSION PERIOD OR, IF PURCHASED, THE OPTIONAL EXTENSION PERIOD, WHICH MAY RESULT IN A POTENTIAL COVERAGE GAP IF PRIOR ACTS COVERAGE IS NOT SUBSEQUENTLY PROVIDED BY ANOTHER INSURER. DURING THE FIRST SEVERAL YEARS OF A CLAIMS-MADE RELATIONSHIP, CLAIMS-MADE RATES ARE COMPARATIVELY LOWER THAN OCCURRENCE RATES, AND THE INSURED CAN EXPECT SUBSTANTIAL ANNUAL PREMIUM INCREASES, INDEPENDENT OF OVERALL RATE INCREASES, UNTIL THE CLAIMS-MADE RELATIONSHIP REACHES MATURITY. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS SHALL BE REDUCED AND MAY BE EXHAUSTED BY DEFENSE COSTS AND DEFENSE COSTS SHALL BE APPLIED TO THE RETENTION. THE UNDERWRITERS ARE NOT OBLIGATED TO PAY ANY LOSS AFTER THE LIMIT OF LIABILITY HAS BEEN EXHAUSTED BY PAYMENT OF LOSS. PLEASE READ THIS POLICY CAREFULLY.**

**NOTICE TO MINNESOTA APPLICANTS: THE POLICY FOR WHICH THIS APPLICATION IS MADE IS A CLAIMS MADE AND REPORTED POLICY SUBJECT TO ITS TERMS. THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD PROVIDED SUCH CLAIM IS REPORTED TO THE UNDERWRITERS OR THE UNDERWRITERS' AGENT OR BROKER AS SOON AS PRACTICABLE BUT IN NO EVENT LATER THAN THE END OF THE POLICY PERIOD, IN ACCORDANCE WITH THE OPTIONAL EXTENSION PERIOD, OR 60 DAYS AFTER THE POLICY PERIOD EXPIRATION DATE IN THE CASE OF A CLAIM FIRST MADE DURING THE LAST 60 DAYS OF THE POLICY PERIOD. THIS MEANS THAT ONLY CLAIMS ACTUALLY MADE DURING THE POLICY PERIOD ARE COVERED UNLESS COVERAGE FOR AN OPTIONAL EXTENSION PERIOD IS PURCHASED. IF AN OPTIONAL EXTENSION PERIOD IS NOT MADE AVAILABLE TO YOU, YOU RISK HAVING GAPS IN COVERAGE WHEN SWITCHING FROM ONE COMPANY TO ANOTHER. MOREOVER, EVEN IF SUCH A REPORTING PERIOD IS MADE AVAILABLE TO YOU, YOU MAY STILL BE PERSONALLY LIABLE FOR CLAIMS REPORTED AFTER THE PERIOD EXPIRES. CLAIMS MADE POLICIES MAY NOT PROVIDE COVERAGE FOR WRONGFUL ACTS COMMITTED BEFORE A FIXED RETROACTIVE DATE. RATES FOR CLAIMS MADE POLICIES ARE DISCOUNTED IN THE EARLY YEARS OF A POLICY, BUT INCREASE STEADILY OVER TIME. AMOUNTS INCURRED AS DEFENSE COSTS SHALL REDUCE AND MAY EXHAUST THE APPLICABLE LIMITS OF LIABILITY AND ARE SUBJECT TO THE**

**RETENTIONS. PLEASE READ THIS POLICY CAREFULLY.**

Please fully answer all questions and submit all requested information. Terms appearing in bold face in this **Application** are defined in the Policy and have the same meaning in this **Application** as in the Policy. If you do not have a copy of the Policy, please request it from your agent or broker. This **Application**, including all materials submitted herewith, shall be held in confidence.

**I. ORGANIZATIONAL INFORMATION:**

|                            |   |                     |  |
|----------------------------|---|---------------------|--|
| Applicant Name:            |   | Years in Business   |  |
| Principal Address:         |   |                     |  |
| Primary Business Activity: |   | SIC Code/NAICS Code |  |
| Business Organization:     | Corporation ___ Partnership ___ Limited Liability Corporation ___ Other ___ |                     |  |

If Applicant is a subsidiary of another company, please provide the name of the Parent Company:

\_\_\_\_\_

**II. COVERAGE REQUESTED AND CURRENT INSURANCE INFORMATION:**

|                   | D&O | EPL | Fiduciary | E&O | Fidel/Crime |
|-------------------|-----|-----|-----------|-----|-------------|
| <b>Current:</b>   |     |     |           |     |             |
| Limit/Retention   |     |     |           |     |             |
| Premium           |     |     |           |     |             |
| Insurer           |     |     |           |     |             |
| Policy Period     |     |     |           |     |             |
| <b>Requested:</b> |     |     |           |     |             |
| Limit/Retention   |     |     |           |     |             |
| Effective Date    |     |     |           |     |             |

**APPLICANTS IN MISSOURI: DO NOT ANSWER THE FOLLOWING QUESTION.**

Have any of the Applicant's current liability insurers indicated intent not to offer renewal terms?  Yes  No  
 If Yes, please attach details.

**III. EMPLOYMENT PRACTICES LIABILITY COVERAGE *Please complete only if applying for this coverage:***

A. Does the Applicant have a full time Human Resources Department Manager?  Yes  No  
 Human Resources Manager contact information:

|       |        |        |
|-------|--------|--------|
| Name: | Phone: | Email: |
|-------|--------|--------|

B. Total number of **Employees** of Applicant including all **Subsidiaries** and all leased and seasonal employees and independent contractors:

|                           | Current Year | 1 Year Ago | 2 Years Ago |
|---------------------------|--------------|------------|-------------|
| Full Time:                |              |            |             |
| Part Time:                |              |            |             |
| Terminated: (involuntary) |              |            |             |

|                       |  |  |  |
|-----------------------|--|--|--|
| Resigned: (voluntary) |  |  |  |
| Layoffs:              |  |  |  |

C. Number of employees that are in the following salary ranges (salary includes bonuses and commissions):

|                   |                       |                      |
|-------------------|-----------------------|----------------------|
| \$50,000 or less: | \$50,000 - \$100,000: | \$100,000 and above: |
|-------------------|-----------------------|----------------------|

D. Locations of Applicant by state or country (if foreign) and number of employees for each (attach schedule if necessary):

| State or Country | # of Employees | # of locations |  | State or Country | # of Employees | # of locations |
|------------------|----------------|----------------|--|------------------|----------------|----------------|
|                  |                |                |  |                  |                |                |
|                  |                |                |  |                  |                |                |
|                  |                |                |  |                  |                |                |

E. Does the Applicant have an employee handbook?

Yes  No

1. Has the handbook been reviewed by legal counsel in the past 5 years?

Yes  No

2. Does the handbook include or does Applicant have written policies and procedures for:

a. Equal Opportunity Employment/Anti-discrimination

Yes  No

b. Employment "at will"

Yes  No

c. Anti-sexual harassment/Handling complaints of sexual harassment and other discrimination

Yes  No

d. Handling other employee grievances or complaints

Yes  No

e. ADA accommodations

Yes  No

3. Does the Applicant:

a. Review all terminations with human resources or legal counsel?

Yes  No

b. Provide training for anti-discrimination or anti-sexual harassment and other written policies?

Yes  No

c. Use severance pay/releases for terminations?

Yes  No

d. Provide written performance evaluations?

Yes  No

F. Is the Applicant a Federal Contractor?

Yes  No

1. If Yes, does Applicant have an Affirmative Action Plan?

Yes  No

2. Has the Applicant been the subject of an OFCCP audit?

Yes  No

If Yes, please attach details.

G. Does the Applicant contemplate in the next twelve months any employee layoffs, including anything resulting from a branch, location, facility, office or subsidiary closing or consolidation?

Yes  No

If Yes, how many employees will be impacted: \_\_\_\_\_

H. How many employees are union members? \_\_\_\_\_

#### IV. LOSS HISTORY:

##### A. Employment Practices Liability:

1. Have any civil or criminal charges, claims, losses, lawsuits, administrative proceedings, hearings or demands been made against the Applicant or any entity or person proposed for this insurance during the past five (5) years which could fall within the scope of this proposed insurance, whether or not insured, including without limitation any claim involving (a) employees or independent contractors; (b) class action suits or (c) investigations by the Department of Labor, or similar state or foreign agency?

Yes  No

2. Have any losses, lawsuits, administrative proceedings, hearings or demands been made against the Applicant or any entity or person proposed for this insurance during the past five (5) years alleging violation of any **Wage and Hour Law**?  Yes  No

*If Yes to any question in **Loss History** above, please provide details for each including, as applicable, the type of claim, proceeding or complaint; how it was resolved or whether it is still pending, any amounts paid as defense, settlement or damages and whether any insurance responded to the claim as well as any corrective actions taken as a result of or in response to the claim.*

**V. REPRESENTATION:**

As of the date of this Application, does any Applicant, director, officer or other proposed **Insured** have knowledge or information of any fact, circumstance, situation, event or transaction which may give rise to a claim under this proposed insurance?  Yes  No

*If Yes, please provide details.*

It is agreed that any **Claim** based upon or arising out of any claim or fact, circumstance, situation, event or transaction which was or should have been disclosed in the **Representation** above is excluded from coverage under the proposed insurance.

**VI. ATTACHMENTS:**

Attach the following materials regarding the Applicant:

If Applicant has over 250 employees, a copy of the most current EE01 report; and

If Applicant has over 1000 employees, a copy of the employee handbook.

The undersigned declares that the statements set forth herein are true. For New Hampshire Applicants, the foregoing statement is limited to the best of the undersigned's knowledge, after reasonable inquiry. The undersigned agrees that if the information supplied on this Application changes between the date of this Application and the effective date of the insurance, he/she will, in order for the information to be accurate on the effective date of the insurance, immediately notify the Underwriters of such changes, and the Underwriters may withdraw or modify any outstanding quotations or authorizations or agreements to bind the insurance.

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Signed: \_\_\_\_\_  
Must be signed by Chief Executive Officer, President or other authorized Executive of Applicant

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_  
(Day) (Month) (Year)

If this **Application** is completed in Florida, please provide the Insurance Agent's name and license number as designated. If this **Application** is completed in Iowa, please provide the Insurance Agent's name only.

\_\_\_\_\_  
Name of Insurance Agent

\_\_\_\_\_  
License Identification No.

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

If this **Application** is completed in Wisconsin, please note the following:

- If this Policy is cancelled by the **Named Insured**, the Underwriters shall retain the customary short rate portion of the premium hereon. If this Policy is cancelled by the Underwriters, the Underwriters shall retain the pro rata portion of the premium hereon. Payment or tender of any unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of cancellation.
- As a condition precedent to the right to purchase the **Optional Extension Period**, the total premium for this Policy must have been paid. The right to purchase the **Optional Extension Period** shall terminate unless written notice together with full payment of the premium for the **Optional Extension Period** is given to the Underwriters within thirty (30) days after the effective date of cancellation or nonrenewal. If such notice and premium payment is not so given to the Underwriters, there shall be no right to purchase the **Optional Extension Period**.
- In the event of the purchase of the **Optional Extension Period**, the entire premium for the **Optional Extension Period** shall be deemed earned at its commencement.

# <BEAZLEY NAME LOGO>

## <INSURANCE POLICY> EMPLOYMENT EVENT CLAUSE

### I. INSURING CLAUSE

The Underwriters shall pay **Employment Event Loss** incurred by the **Insured Organization** solely with respect to an **Employment Event** first occurring during the **Policy Period** or **Optional Extension Period**, if purchased, and reported in writing to the Underwriters as soon as practicable but in no event later than sixty (60) days after the expiration of the **Policy Period** or the last day of the **Optional Extension Period**, if purchased, from first dollar, provided, that the payment of **Employment Event Loss** shall not waive the Underwriters' rights under this Policy or at law. Coverage under this Clause I. shall apply regardless of whether a **Claim** is ever made against an **Insured** arising from such **Employment Event** and, in the case where a **Claim** is made, regardless of whether the **Employment Event Loss** is incurred prior to or subsequent to the making of the **Claim**.

An **Employment Event** commences when the **Insured Organization** or any **Executive Officer** shall first become aware of such **Employment Event**. An **Employment Event** shall conclude ninety (90) days after it first commences or when the **Employment Event** Sublimit has been exhausted.

### II. DEFINITIONS

The following terms whenever used in this Clause in boldface type shall have the meanings indicated. Terms not defined below, but appearing in boldface type shall have the meanings indicated in the applicable Clause.

- A. "**Employment Advisor**" means any public relations firm, security firm or mental health professional selected by the **Insured** with the Underwriters' consent, such consent not to be unreasonably withheld.
- B. "**Employment Event**" means any of the following events, which shall be deemed to commence (i) when an **Executive Officer** first believes in good faith that it is more likely than not that such event will occur within the next sixty (60) days, or (ii) with respect to 5. below, when the event occurs, whichever is earlier:
1. layoff/termination of 20% or greater of the **Insured Organization's** workforce;
  2. acquisition of an organization which necessitates a material change in employment status or terms of employment of 20% or greater of the **Insured Organization** workforce;
  3. the public announcement of allegations of discrimination or harassment implicating an **Executive Officer**; or a **Claim** alleging a **Third Party Wrongful Act**;
  4. receipt by the **Insured Organization** of notice that a civil rights organization, public interest group or similar organization is investigating the **Insured Organization** for violations of state or federal employment laws or is distributing literature which accuses the **Insured Organization** of violations of state or federal employment laws;

5. a workplace disaster resulting in loss of life or the imminent threat of or actual use of a lethal weapon which occurs on the **Insured Organization's** premises, including without limitation, flood, fire, or workplace violence.

C. "**Employment Event Loss**" means reasonable fees and expenses charged by an **Employment Advisor** in connection with:

1. advising the **Insured Organization** with respect to minimizing potential loss or liability on account of an **Employment Event**;
2. retaining an independent security consultant or for independent security guard services with respect to an **Employment Event** described in Definition B.1., 2. or 5.;
3. managing or administering disclosures to clients, customers, suppliers, investors or the public regarding an **Employment Event**; or
4. providing counseling to any **Employee** on account of an **Employment Event**

provided, that **Employment Event Loss** shall not include salaries, regular or overtime wages, fees or benefit expenses associated with **Employees** or the **Insured Organization's** overhead expenses.

### III. **EMPLOYMENT EVENT SUBLIMIT**

The Employment Event Sublimit shown in Item 4. of the Declarations shall be the maximum aggregate Limit of Liability of the Underwriters for all **Employment Event Loss** resulting from all **Employment Events** which amount shall be part of, and not in addition to, the Employment Practices Liability Clause Limit of Liability shown in Item 4. of the Declarations.

# <BEAZLEY NAME LOGO>

## <INSURANCE POLICY> EMPLOYMENT PRACTICES LIABILITY CLAUSE

### I. INSURING CLAUSES

- A. Underwriters shall pay on behalf of the **Insureds** all **Loss** resulting from any **Claim** first made against any **Insured** and reported in writing to the Underwriters during the **Policy Period** or **Optional Extension Period**, if applicable, for a **Wrongful Act**.
- B. Underwriters shall pay on behalf of the **Insured Persons** all **Loss** resulting from any **Claim** first made against the **Insured Persons** and reported in writing to the Underwriters during the **Policy Period** or **Optional Extension Period**, if applicable, for a **Wrongful Act** committed while serving in an **Outside Executive Position**.

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

- C. If indicated in Item 3. of the Declarations, Underwriters shall pay on behalf of the **Insureds** all **Loss** resulting from any **Claim** first made against any of the **Insureds** and reported in writing to the Underwriters during the **Policy Period** or **Optional Extension Period**, if applicable, for a **Third Party Wrongful Act**.

If a sublimit applicable to **Third Party Wrongful Acts** is indicated in Item 4. of the Declarations, then such amount shall be part of and not in addition to the aggregate limit of liability applicable to the Employment Practices Liability Clause.

### II. DEFINITIONS

The following terms whenever used in this Clause in boldface type shall have the meanings indicated. Terms not defined below, but appearing in boldface type shall have the meanings indicated in the Policy Terms and Conditions.

- A. "**Application**" means all applications, including all attachments and other materials submitted therewith or incorporated therein, and any other documents or information submitted in connection with the underwriting of this Policy, including any endorsement or other part thereof, or any other employment practices liability policies issued by the Underwriter of which this Policy is a renewal, replacement or which it succeeds in time.
- B. "**Claim**" means:
1. a written demand or request for monetary damages or non-monetary relief against any of the **Insureds**, or to toll or waive a statute of limitations;
  2. a civil, criminal, administrative, investigative or regulatory proceeding initiated against any of the **Insureds**, including any proceeding before the Equal Employment Opportunity Commission or any similar federal, state or local governmental body, commenced by:

- a. the service of a complaint or similar pleading;
  - b. the filing of a notice of charges, investigative order or similar document;
  - c. written notice or subpoena from an investigatory authority identifying such **Insured** as an entity or person against whom a formal proceeding may be commenced;
3. in the context of an audit conducted by the Office of Federal Contract Compliance Programs, a Notice of Violation or Order to Show Cause; or
4. an arbitration or mediation or other alternative dispute resolution proceeding if the **Insured Organization** is obligated to participate in such proceeding or if the **Insured Organization** agrees to participate in such proceeding with Underwriters' prior written consent, such consent not to be unreasonably withheld.

However, **Claim** does not include any labor or grievance arbitration or other proceeding pursuant to a collective bargaining agreement.

- C. **"Defense Costs"** means reasonable and necessary legal fees and expenses to which Underwriters consent in advance and which are incurred by or on behalf of the **Insureds** in defending, settling, appealing or investigating any **Claim** and the cost of appeal, supersedeas, injunction, attachment or similar bonds (provided, however, Underwriters shall have no obligation to apply for or furnish any bond for appeal, supersedeas, injunction, attachment or any similar purpose), but shall not include salaries, regular or overtime wages, fees or benefit expenses associated with **Employees** or the **Insured Organization's** overhead expenses.
- D. **"Discrimination"** means any actual or alleged termination of the employment relationship, demotion, failure or refusal to hire or promote, denial of an employment benefit or the taking of any adverse or differential employment action because of race, color, religion, age, sex, disability, pregnancy, sexual orientation, national origin, or any other basis which is or is alleged to be prohibited by federal, state or local law.
- E. **"Employee"** means all persons whose labor or service is currently or has formerly been engaged by and directed by the **Insured Organization**. This includes applicants for employment, employees, volunteers, part time, seasonal, leased and temporary employees as well as any individual employed in a supervisory or managerial position and **Independent Contractors** but does not include employees who are leased to another employer.
- F. **"Executive Officer"** means any member of the management committee, chairperson, chief executive officer, chief operating officer, president, **Manager**, chief financial officer, risk manager, human resources staff or an individual acting in a similar capacity with the **Insured Organization**.
- G. **"Harassment"** means actual or alleged unwelcome sexual advances, requests for sexual favors or other verbal, visual or physical conduct of a sexual or non-sexual nature, where such harassment is based on an employee's race, color, religion, age, sex, disability, pregnancy, sexual orientation, national origin, or any other basis protected by federal, state or local law and is explicitly or implicitly made a condition of employment, used as a basis for employment decisions or performance, or creates a hostile, intimidating or offensive work environment or that interferes with performance.

- H. **“Inappropriate Employment Conduct”** means any of the following:
1. actual or constructive termination of an employment relationship in a manner which is alleged to have been against the law or wrongful;
  2. actual or alleged wrongful demotion, evaluation, deprivation of a career opportunity, or discipline;
  3. actual or alleged negligent hiring, retention or supervision;
  4. actual or alleged breach of an express written employment agreement;
  5. actual or alleged violation of the Family and Medical Leave Act;
  6. actual or alleged misrepresentation, false imprisonment, detention or malicious prosecution in connection with an employment decision;
  7. actual or alleged libel, slander, defamation of character or any invasion of right of privacy in connection with an employment decision; or
  8. actual or alleged failure to employ or promote, train, create or enforce adequate workplace or employment policies and procedures, or grant tenure or seniority.
- I. **“Independent Contractor”** means any natural person independent contractor who performs labor or service for the **Insured Organization** on a full-time basis pursuant to a written contract or agreement, where such labor or service is under the exclusive direction of the **Insured Organization**. The status of an individual as an **Independent Contractor** shall be determined as of the date of an alleged **Wrongful Act**.
- J. **“Insureds”** means the **Insured Persons** and the **Insured Organization**.
- K. **“Insured Person”** means any person who was, now is, or shall be an **Employee** or duly elected or appointed directors, officers, trustees or **Managers** of the **Insured Organization** including all persons outside the United States serving in a functionally equivalent role for the **Insured Organization** including their estates, heirs, legal representatives or assigns in the event of their death, incapacity or bankruptcy.
- L. **“Loss”** means money which an **Insured** is legally obligated to pay as a result of a **Claim** including compensatory damages, judgments (including prejudgment and post judgment interest awarded against an **Insured** on that part of any judgment paid by Underwriters), back pay, front pay, settlements, statutory attorney fees, **Defense Costs** and punitive, exemplary and multiple damages where insurable by law in the applicable jurisdiction most favoring coverage for punitive, exemplary or multiple damages. However, **Loss** shall not include any of the following:
1. the cost of providing non-monetary relief (this provision does not apply to **Defense Costs** where non-monetary relief is sought);
  2. civil or criminal fines (other than civil fines imposed under the Health Insurance Portability and Accountability Act), penalties, sanctions, liquidated damages (other than

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- those awarded under the Age Discrimination in Employment Act or the Equal Pay Act); payroll or other taxes or other matters that may be deemed uninsurable according to the law under which this policy is construed;
3. amounts owed under **Wage and Hour Laws**;
  4. severance pay, commissions, bonuses, profit sharing or benefits including but not limited to medical, stock options, vacation, holiday, and/or sick pay;
  5. future salary, wages, bonus, commissions and/or benefits resulting from a settlement of a **Claim**, judgment, order or award that results in the rehiring, promotion or reinstatement of an **Insured Person**;
  6. awards, costs, judgments, or orders resulting from contempt of court or violation of a court order or administrative decree; or
  7. any amounts incurred in defense of any **Claim** for which any other insurer has a duty to defend.
- M. **“Outside Entity”** means:
1. any non-profit corporation, community chest, fund or foundation that is not included in the definition of the **Insured Organization** and that is exempt from federal income tax; or
  2. any other entity, if specified in an endorsement to this Policy.
- N. **“Outside Executive Position”** means the position of director, officer, trustee or other equivalent executive position held by any of the **Insured Person** in an **Outside Entity** if service in such position is at the specific request of the **Insured Organization**.
- O. **“Retaliation”** means any actual or alleged **Discrimination, Harassment, and/or Inappropriate Employment Conduct** against an **Employee** on account of such **Employee’s** exercise or attempted exercise of rights protected by law, refusal to violate any law, disclosure or threat to disclose to a superior or to any governmental agency alleged violations of the law, or on account of the **Employee** having assisted or testified in or cooperated with a proceeding or investigation regarding alleged violations of law.
- P. **“Third Party Wrongful Act”** means any actual or alleged discrimination, including discriminatory or sexual harassment, by any of the **Insureds** against any natural person who is not an **Insured Person** or an applicant for employment of the **Insured Organization**.
- Q. **“Wage and Hour Law”** means any federal, state or local law governing or relating to the payment of wages including the payment of overtime, on-call time, rest periods, minimum wages or the classification of employees for the purpose of determining employees’ eligibility for compensation or other benefits under such law(s) including any statutory or common law premised on such law.
- R. **“Wrongful Act”** means **Inappropriate Employment Conduct, Discrimination, Harassment, and/or Retaliation** by any of the **Insureds** against an **Insured Person** or an applicant for

employment of the **Insured Organization**. If indicated in Item 3. of the Declarations, **Wrongful Act** shall also include a **Third Party Wrongful Act**.

### III. EXCLUSIONS

The Underwriters shall not be liable to make any payment for **Loss** in connection with or resulting from any **Claim**:

- A. for actual or alleged bodily injury, sickness, disease, death, assault, battery, mental anguish, emotional distress, invasion of privacy, or damage to or destruction of tangible property (including loss of use thereof); provided, however, this exclusion shall not apply to that portion of a **Claim** for a **Wrongful Act** seeking **Loss** for mental anguish, emotional distress or humiliation;
- B. for any actual or alleged violation(s) of any of the responsibilities, obligations or duties imposed by any law concerning workers' compensation, disability benefits, unemployment compensation law, social security or other employment benefits law, the Fair Labor Standards Act (except the Equal Pay Act), the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act, the Occupational Safety and Health Act, including any similar federal, state or local law, regulations promulgated thereunder, or any amendments thereto, or any other law based on the same violations; provided, however, this exclusion shall not apply to a **Claim** for **Retaliation**;
- C. for actual or alleged violation(s) of the Employee Retirement Income Security Act of 1974 ("ERISA"), or any violation of any federal, state, local or foreign statutory law or common law that governs the same topic or subject and any rules, regulations and amendments thereto or for an **Insured's** failure or refusal to establish, contribute to, pay for, insure, maintain, provide benefits pursuant to, or enroll or maintain the enrollment of an **Insured Person** or dependent in, any employee benefit plan, fund or program, including contracts or agreements which are not subject to the provisions of ERISA; provided, however, this exclusion shall not apply to a **Claim** for **Retaliation**;
- D. against any of the **Insured Persons** serving in an **Outside Executive Position**:
  - 1. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any **Wrongful Act** occurring prior to the date such **Insured Person** began serving in an **Outside Executive Position** if any of the **Insured Persons**, as of such date, knew or could have reasonably foreseen that such **Wrongful Act** could lead to a **Claim** under this Policy; or
  - 2. by, on behalf of, or for the benefit of the **Outside Entity**, or one or more of the **Outside Entity's** directors, officers, trustees or equivalent executives;
- E. based upon, arising out of, directly or indirectly in connection with, related to, or in any way involving lockout, strike, picket line, hiring of replacement workers or other similar action in connection with any labor dispute or labor negotiation or for or arising out of any alleged violation or responsibilities, duties or obligations imposed on an **Insured** under the National Labor Relations Act or amendments thereto or regulations promulgated thereunder, or any similar or related federal, state or local law or regulation;

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- F. based upon, arising out of, directly or indirectly in connection with, related to, or in any way involving the liability of others assumed by an **Insured** under any contract or agreement, oral or written, except to the extent that the **Insured** would have been liable in the absence of such contract or agreement;
  - G. for breach of an express written employment agreement, or under any policy or procedure providing for payment in the event of separation from employment unless such liability would have attached in the absence of such contract or agreement; provided, that this Exclusion shall not apply to **Defense Costs** incurred in connection with such **Claim**; or
  - H. for an alleged violation of the responsibilities, duties or obligations imposed on an **Insured** under any **Wage and Hour Law**; provided, however, that in the event such **Claim** also alleges a **Wrongful Act** otherwise covered by this Policy and notwithstanding the provisions of Clause VI. **Settlement and Defense** of the Policy Terms and Conditions and subject to all other terms, conditions and exclusions contained in this Policy, this exclusion does not apply to **Loss** solely applicable to that portion of the **Claim** alleging such **Wrongful Act**.

#### IV. ALLOCATION

Notwithstanding Clause VII. **Allocation** of the Policy Terms and Conditions Clause, the **Insureds** and Underwriters agree to use their best efforts to determine a fair and proper allocation of all covered **Defense Costs** and non-covered defense costs associated with the defense of **Claims** alleging a violation of the responsibilities, duties, or obligations imposed under any **Wage and Hour Law**. In the event that an allocation cannot be agreed to, then Underwriters shall make an interim payment of the amount of **Defense Costs** that the parties agree is not in dispute until a final amount is agreed upon or determined by applicable law.

#### V. ADJUSTMENT

This Policy is issued and the premium computed on the basis of the information submitted to Underwriters as part of the **Application**. In the event the **Named Insured**, after the inception date of this Policy:

- a. merges with another entity such that the **Named Insured** is the surviving entity, or
- b. acquires assets of another entity or creates or acquires a **Subsidiary** whose employees exceed 25% of the total number of employees of the **Insured Organization** at the time of acquisition,

coverage shall be afforded for a period of ninety (90) days for any **Loss** in any way involving the assets acquired or the assets, liabilities, directors, officers or employees of the entity acquired or merged with, or such **Subsidiary**. Coverage beyond such ninety (90) day period shall only be available if written notice of such transaction or event is given to Underwriters by the **Named Insured**; the **Named Insured** provides Underwriters with such information in connection therewith as Underwriters may deem necessary; the **Insureds** accept any special terms, conditions, exclusions or additional premium charge as may be required by Underwriters; and Underwriters, at their sole discretion, agree to provide such coverage.

## VI. OTHER INSURANCE

Notwithstanding Clause X.D. **Other Insurance** of the General Terms and Conditions, solely in respect of **Claims** for **Wrongful Acts** other than a **Third Party Wrongful Acts**, this Policy shall apply as primary insurance, except with respect to:

- a. **Claims** which include allegations covered under both a fiduciary liability policy and this Policy;  
or
- b. **Claims** brought by or on behalf of an **Independent Contractor** or leased or temporary **Employee**

in which case the provisions of Clause X.D. **Other Insurance** of the Common Terms and Conditions shall apply.

# <BEAZLEY NAME LOGO>

## <INSURANCE POLICY>

### EMPLOYMENT PRACTICES LIABILITY CLAUSE FOR PROFESSIONAL FIRMS

#### I. INSURING CLAUSES

- A. Underwriters shall pay on behalf of the **Insureds** all **Loss** resulting from any **Claim** first made against any **Insured** during the **Policy Period** for a **Wrongful Act**.
- B. Underwriters shall pay on behalf of the **Insured Persons** all **Loss** resulting from any **Claim** first made against the **Insured Persons** during the **Policy Period** for a **Wrongful Act** committed while serving in an **Outside Executive Position**.

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

- C. If indicated in Item 3. of the Declarations, Underwriters shall pay on behalf of the **Insureds** all **Loss** resulting from any **Claim** first made against any of the **Insureds** during the **Policy Period** for a **Third Party Wrongful Act**.

If a sublimit applicable to **Third Party Wrongful Acts** is indicated in Item 4. of the Declarations, then such amount shall be part of and not in addition to the aggregate limit of liability applicable to the Employment Practices Liability Clause For Professional Firms.

#### II. DEFINITIONS

The following terms whenever used in this Clause in boldface type shall have the meanings indicated. Terms not defined below, but appearing in boldface type shall have the meanings indicated in the Policy Terms and Conditions.

- A. **“Application”** means all applications, including all attachments and other materials submitted therewith or incorporated therein, and any other documents or information submitted in connection with the underwriting of this Policy, including any endorsement or other part thereof, or any other employment practices liability policies issued by the Underwriter of which this Policy is a renewal, replacement or which it succeeds in time.
- B. **“Claim”** means:
  - 1. a written demand or request for monetary damages or non-monetary relief against any of the **Insureds**, or to toll or waive a statute of limitations;
  - 2. a civil, criminal, administrative, investigative or regulatory proceeding initiated against any of the **Insureds**, including any proceeding before the Equal Employment Opportunity Commission or any similar federal, state or local governmental body, commenced by:
    - a. the service of a complaint or similar pleading;
    - b. the filing of a notice of charges, investigative order or similar document;

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- c. written notice or subpoena from an investigatory authority identifying such **Insured** as an entity or person against whom a formal proceeding may be commenced;
  3. in the context of an audit conducted by the Office of Federal Contract Compliance Programs, a Notice of Violation or Order to Show Cause; or
  4. an arbitration or mediation or other alternative dispute resolution proceeding if the **Insured Organization** is obligated to participate in such proceeding or if the **Insured Organization** agrees to participate in such proceeding with Underwriters' prior written consent, such consent not to be unreasonably withheld.

However, **Claim** does not include any labor or grievance arbitration or other proceeding pursuant to a collective bargaining agreement.

- C. **"Defense Costs"** means reasonable and necessary legal fees and expenses to which Underwriters consent in advance and which are incurred by or on behalf of the **Insureds** in defending, settling, appealing or investigating any **Claim** and the cost of appeal, supersedeas, injunction, attachment or similar bonds (provided, however, Underwriters shall have no obligation to apply for or furnish any bond for appeal, supersedeas, injunction, attachment or any similar purpose), but shall not include salaries, regular or overtime wages, fees or benefit expenses associated with **Insured Persons** or the **Insured Organization's** overhead expenses.
- D. **"Discrimination"** means any actual or alleged termination of the employment relationship, demotion, failure or refusal to hire or promote, denial of an employment benefit or the taking of any adverse or differential employment action because of race, color, religion, age, sex, disability, pregnancy, sexual orientation, national origin, or any other basis which is or is alleged to be prohibited by federal, state or local law.
- E. **"Employee"** means all persons whose labor or service is currently or has formerly been engaged by and directed by the **Insured Organization**. This includes applicants for employment, partners, associates, employees, volunteers, part time, seasonal, leased and temporary employees as well as any individual employed in a supervisory or managerial position and **Independent Contractors** but does not include employees who are leased to another employer.
- F. **"Executive Officer"** means the firm administrator, member of the management committee, chairperson, chief executive officer, chief operating officer, president, **Manager**, chief financial officer, managing partner, risk manager, human resources staff or an individual acting in a similar capacity with the **Insured Organization**.
- G. **"Harassment"** means actual or alleged unwelcome sexual advances, requests for sexual favors or other verbal, visual or physical conduct of a sexual or non-sexual nature, where such harassment is based on an **Insured Person's** race, color, religion, age, sex, disability, pregnancy, sexual orientation, national origin, or any other basis protected by federal, state or local law and is explicitly or implicitly made a condition of employment, used as a basis for employment decisions or performance, or creates a hostile, intimidating or offensive work environment or that interferes with performance.

- H. **“Inappropriate Employment Conduct”** means any of the following:
1. actual or constructive termination of an employment relationship in a manner which is alleged to have been against the law or wrongful;
  2. actual or alleged wrongful demotion, evaluation, deprivation of a career opportunity, or discipline;
  3. actual or alleged negligent hiring, retention or supervision;
  4. actual or alleged breach of an express written employment agreement other than a **Partnership Agreement**;
  5. actual or alleged violation of the Family and Medical Leave Act;
  6. actual or alleged misrepresentation, false imprisonment, detention or malicious prosecution in connection with an employment decision;
  7. actual or alleged libel, slander, defamation of character or any invasion of right of privacy in connection with an employment decision;
  8. actual or alleged failure to employ or promote, train, create or enforce adequate workplace or employment policies and procedures, or grant tenure or seniority; or
  9. actual or alleged failure to make partner.
- I. **“Independent Contractor”** means any natural person independent contractor who performs labor or service for the **Insured Organization** on a full-time basis pursuant to a written contract or agreement, where such labor or service is under the exclusive direction of the **Insured Organization**. The status of an individual as an **Independent Contractor** shall be determined as of the date of an alleged **Wrongful Act**.
- J. **“Insureds”** means the **Insured Persons** and the **Insured Organization**.
- K. **“Insured Person”** means any person who was, now is, or shall be an **Employee** or duly elected or appointed directors, officers, trustees or **Managers** of the **Insured Organization** including all persons outside the United States serving in a functionally equivalent role for the **Insured Organization** including their estates, heirs, legal representatives or assigns in the event of their death, incapacity or bankruptcy.
- L. **“Loss”** means money which an **Insured** is legally obligated to pay as a result of a **Claim** including compensatory damages, judgments (including prejudgment and post judgment interest awarded against an **Insured** on that part of any judgment paid by Underwriters), back pay, front pay, settlements, statutory attorney fees, **Defense Costs** and punitive, exemplary and multiple damages where insurable by law in the applicable jurisdiction most favoring coverage for punitive, exemplary or multiple damages. However, **Loss** shall not include any of the following:
1. the cost of providing non-monetary relief (this provision does not apply to **Defense Costs** where non-monetary relief is sought);

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2. civil or criminal fines (other than civil fines imposed under the Health Insurance Portability and Accountability Act), penalties, sanctions, liquidated damages (other than those awarded under the Age Discrimination in Employment Act or the Equal Pay Act); payroll or other taxes or other matters that may be deemed uninsurable according to the law under which this policy is construed;
  3. amounts owed under **Wage and Hour Laws**;
  4. severance pay, commissions, bonuses, profit sharing or benefits including but not limited to medical, stock options, vacation, holiday, and/or sick pay;
  5. future salary, wages, bonus, commissions and/or benefits resulting from a settlement of a **Claim**, judgment, order or award that results in the rehiring, promotion or reinstatement of an **Insured Person**;
  6. awards, costs, judgments, or orders resulting from contempt of court or violation of a court order or administrative decree; or
  7. any amounts incurred in defense of any **Claim** for which any other insurer has a duty to defend.
- M. **“Outside Entity”** means:
1. any non-profit corporation, community chest, fund or foundation that is not included in the definition of the **Insured Organization** and that is exempt from federal income tax; or
  2. any other entity, if specified in an endorsement to this Policy.
- N. **“Outside Executive Position”** means the position of director, officer, trustee or other equivalent executive position held by any of the **Insured Persons** in an **Outside Entity** if service in such position is at the specific request of the **Insured Organization**.
- O. **“Retaliation”** means any actual or alleged **Discrimination, Harassment, and/or Inappropriate Employment Conduct** against an **Insured Person** on account of such **Insured Person’s** exercise or attempted exercise of rights protected by law, refusal to violate any law, disclosure or threat to disclose to a superior or to any governmental agency alleged violations of the law, or on account of the **Insured Person** having assisted or testified in or cooperated with a proceeding or investigation regarding alleged violations of law.
- P. **“Third Party Wrongful Act”** means any actual or alleged discrimination, including discriminatory or sexual harassment, by any of the **Insureds** against any natural person who is not an **Insured Person** or an applicant for employment of the **Insured Organization**.
- Q. **“Wage and Hour Law”** means any federal, state or local law governing or relating to the payment of wages including the payment of overtime, on-call time, rest periods, minimum wages or the classification of Insured Persons for the purpose of determining Insured Persons’ eligibility for compensation or other benefits under such law(s) including any statutory or common law premised on such law.

- R. **“Wrongful Act”** means **Inappropriate Employment Conduct, Discrimination, Harassment,** and/or **Retaliation** by any of the **Insureds** against an **Insured Person** or an applicant for employment of the **Insured Organization**. If indicated in Item 3. of the Declarations, **Wrongful Act** shall also include a **Third Party Wrongful Act**.
- S. **“Partnership Agreement”** means any written agreement defining the relationship between the **Insured Organization** and its partner attorneys.

### III. EXCLUSIONS

The Underwriters shall not be liable to make any payment for **Loss** in connection with or resulting from any **Claim**:

- A. for actual or alleged bodily injury, sickness, disease, death, assault, battery, mental anguish, emotional distress, invasion of privacy, or damage to or destruction of tangible property (including loss of use thereof); provided, however, this exclusion shall not apply to that portion of a **Claim** for a **Wrongful Act** seeking **Loss** for mental anguish, emotional distress or humiliation;
- B. for any actual or alleged violation(s) of any of the responsibilities, obligations or duties imposed by any law concerning workers’ compensation, disability benefits, unemployment compensation law, social security or other employment benefits law, the Fair Labor Standards Act (except the Equal Pay Act), the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act, the Occupational Safety and Health Act, including any similar federal, state or local law, regulations promulgated thereunder, or any amendments thereto, or any other law based on the same violations; provided, however, this exclusion shall not apply to a **Claim** for **Retaliation**;
- C. for actual or alleged violation(s) of the Insured Person Retirement Income Security Act of 1974 (“ERISA”), or any violation of any federal, state, local or foreign statutory law or common law that governs the same topic or subject and any rules, regulations and amendments thereto or for an **Insured’s** failure or refusal to establish, contribute to, pay for, insure, maintain, provide benefits pursuant to, or enroll or maintain the enrollment of an **Insured Person** or dependent in, any employee benefit plan, fund or program, including contracts or agreements which are not subject to the provisions of ERISA; provided, however, this exclusion shall not apply to a **Claim** for **Retaliation**;
- D. against any of the **Insured Persons** serving in an **Outside Executive Position**:
1. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any **Wrongful Act** occurring prior to the date such **Insured Persons** began serving in an **Outside Executive Position** if any of the **Insured Persons**, as of such date, knew or could have reasonably foreseen that such **Wrongful Act** could lead to a **Claim** under this Policy; or
  2. by, on behalf of, or for the benefit of the **Outside Entity**, or one or more of the **Outside Entity’s** directors, officers, trustees or equivalent executives;
- E. based upon, arising out of, directly or indirectly in connection with, related to, or in any way involving lockout, strike, picket line, hiring of replacement workers or other similar action in connection with any labor dispute or labor negotiation or for or arising out of any alleged

violation or responsibilities, duties or obligations imposed on an **Insured** under the National Labor Relations Act or amendments thereto or regulations promulgated thereunder, or any similar or related federal, state or local law or regulation;

- F. based upon, arising out of, directly or indirectly in connection with, related to, or in any way involving the liability of others assumed by an **Insured** under any contract or agreement, oral or written, except to the extent that the **Insured** would have been liable in the absence of such contract or agreement;
- G. for an alleged violation of the responsibilities, duties or obligations imposed on an **Insured** under any **Wage and Hour Law**; provided, however, that in the event such **Claim** also alleges a **Wrongful Act** otherwise covered by this Policy and notwithstanding the provisions of Clause V. **Settlement and Defense** of the Policy Terms and Conditions and subject to all other terms, conditions and exclusions contained in this Policy, this exclusion does not apply to **Loss** solely applicable to that portion of the **Claim** alleging such **Wrongful Act**;
- H. for breach of an express written employment agreement other than a **Partnership Agreement**, or under any policy or procedure providing for payment in the event of separation from employment unless such liability would have attached in the absence of such contract or agreement; provided, that this Exclusion shall not apply to **Defense Costs** incurred in connection with such **Claim**;
- I. based upon, arising out of, directly or indirectly in connection with, related to, or in any way involving the actual or alleged breach of a **Partnership Agreement**; or
- J. based upon, arising out of, directly or indirectly in connection with, related to, or in any way involving any **Claim** alleging any act, error or omission in the performance of or failure to perform services as a lawyer.

#### IV. ALLOCATION

Notwithstanding Clause VII. **Allocation** of the Policy Terms and Conditions Clause, the **Insureds** and Underwriters agree to use their best efforts to determine a fair and proper allocation of all covered **Defense Costs** and non-covered defense costs associated with the defense of **Claims** alleging a violation of the responsibilities, duties, or obligations imposed under any **Wage and Hour Law**. In the event that an allocation cannot be agreed to, then Underwriters shall make an interim payment of the amount of **Defense Costs** that the parties agree is not in dispute until a final amount is agreed upon or determined by applicable law.

#### V. ADJUSTMENT

This Policy is issued and the premium computed on the basis of the information submitted to Underwriters as part of the **Application**. In the event the **Named Insured**, after the inception date of this Policy:

- a. merges with another entity such that the **Named Insured** is the surviving entity, or
- b. acquires assets of another entity or creates or acquires a **Subsidiary** whose employees exceed 25% of the total number of employees of the **Insured Organization** at the time of acquisition,

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coverage shall be afforded for a period of ninety (90) days for any **Loss** in any way involving the assets acquired or the assets, liabilities, directors, officers or employees of the entity acquired or merged with, or such **Subsidiary**. Coverage beyond such ninety (90) day period shall only be available if written notice of such transaction or event is given to Underwriters by the **Named Insured**; the **Named Insured** provides Underwriters with such information in connection therewith as Underwriters may deem necessary; the **Insureds** accept any special terms, conditions, exclusions or additional premium charge as may be required by Underwriters; and Underwriters, at their sole discretion, agree to provide such coverage.

## VI. OTHER INSURANCE

Notwithstanding Clause X.D. **Other Insurance** of the Policy Terms and Conditions, solely in respect of **Claims** for **Wrongful Act** other than a **Third Party Wrongful Act**, this Policy shall apply as primary insurance, except with respect to:

- a. **Claims** which include allegations covered under both a fiduciary liability policy and this Policy;  
or
- b. **Claims** brought by or on behalf of an **Independent Contractor** or leased or temporary **Employee**

in which case the provisions of Clause X.D. **Other Insurance** of the Common Terms and Conditions shall apply.

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## <INSURANCE POLICY> FIDUCIARY LIABILITY CLAUSE

### I. INSURING CLAUSES

- A. The Underwriters shall pay on behalf of the **Insureds** all **Loss** resulting from any **Claim** first made against any **Insured** and reported in writing to the Underwriters during the **Policy Period** or **Optional Extension Period**, if applicable, for a **Wrongful Act**.
- B. The Underwriters shall pay on behalf of the **Insureds** in an amount not to exceed \$100,000 any **Voluntary Compliance Fees** and **Defense Costs** incurred with respect to a **Voluntary Compliance Notice**. Such amount shall be subject to the Retention set forth in Item 5. of the Declarations and shall be part of and not in addition to the Limit of Liability set forth in Item 4. of the Declarations. This Insuring Clause shall not apply to any **Voluntary Compliance Fees** and **Defense Costs** incurred with respect to any **Insured's** participation in any **Voluntary Compliance Program** initiated prior to the Inception Date of this Policy.

### II. DEFINITIONS

The following terms whenever used in this Clause in boldface type shall have the meanings indicated. Terms not defined below, but appearing in boldface type shall have the meanings indicated in the Policy Terms and Conditions.

- A. **"Administration"** means one or more of the following administrative duties or activities with respect to a **Plan**:
  - 1. counseling or advising participants or beneficiaries;
  - 2. providing interpretations;
  - 3. handling of records; or
  - 4. affecting enrollment, notification, termination, amendment or cancellation of participants or beneficiaries.
- B. **"Administrator"** means a natural person with responsibility for **Administration** and any third party which is included in the definition of **Administrator** by written endorsement attached hereto, but only with respect to a **Plan**.
- C. **"Application"** means all applications, including all attachments and other materials submitted therewith or incorporated therein, and any other documents or information submitted in connection with the underwriting of this Policy including any endorsement or other part thereof, or any other fiduciary liability policy issued by the Underwriters, of which this Policy is a renewal, replacement or which succeed it in time; and any publicly available documents that are filed by the **Named Insured** or **Plan** prior to the inception date of this Policy with the Internal Revenue Service ("IRS"), Department of Labor or Pension Benefit Guaranty Corporation (or for any similar federal, state, local or foreign regulatory agency).
- D. **"Benefits"** means any obligation under a **Plan** to a participant or beneficiary of a **Plan**.

- E. **“Claim”** means:
1. a written demand or request for monetary damages or non-monetary relief against any of the **Insureds**, or to toll or waive a statute of limitations;
  2. a civil, criminal, arbitration, administrative, investigative or regulatory proceeding initiated against any of the **Insureds** commenced by:
    - a. the service of a complaint or similar pleading;
    - b. the filing of a notice of charge, investigative order or similar document; or
    - c. written notice or subpoena from an investigatory authority identifying such **Insured** as an entity or person against whom a formal proceeding may be commenced;
  3. any fact-finding investigation by the Department of Labor, the Pension Benefit Guaranty Corporation or similar governmental agency located outside the United States;
  4. solely for the purpose of coverage afforded under Insuring Clause I.B., a **Voluntary Compliance Notice**; or
  5. an arbitration or mediation or other alternative dispute resolution proceeding if the **Insured** is obligated to participate in such proceeding or if the **Insured** agrees to participate in such proceeding with Underwriters’ prior written consent, such consent not to be unreasonably withheld.
- F. **“Defense Costs”** means reasonable and necessary legal fees and expenses to which the Underwriters consent in advance and which are incurred by or on behalf of the **Insureds** in defending, settling, appealing or investigating any **Claim** and the cost of appeal, supersedeas, injunction, attachment or similar bonds (provided, however, the Underwriters shall have no obligation to apply for or furnish any bond for appeal, supersedeas, injunction, attachment or any similar purpose), but shall not include salaries, regular or overtime wages, fees or benefit expenses associated with **Insured Persons** or the **Insured Organization’s** overhead expenses.
- G. **“ERISA”** means the Employee Retirement Income Security Act of 1974 (including amendments relating to the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”), and any amendment or revision thereto, or any similar common or statutory law of the United States, Canada or any state, foreign or other jurisdiction to which a **Plan** is subject. **ERISA** shall not include any law concerning worker’s compensation, unemployment insurance, social security, government mandated disability benefits or similar law.
- H. **“ESOP”** means any employee stock ownership plan as defined in **ERISA** or any **Plan** under which investments are made primarily in securities of the **Insured Organization**.
- I. **“ESOP Administration”** means one or more of the following administrative duties or activities with respect to an **ESOP**:

1. giving notice to employees, participants or beneficiaries;
2. interpreting benefits;
3. handling records; or
4. effecting enrollment, termination or cancellation of employees, participants, or beneficiaries

Provided, however, that **ESOP Administration** does not include the giving of advice or counsel with respect to any matter relating to securities issued by the **Insured Organization**.

- J. **“Executive Officer”** means any duly elected officer, director, natural person partner, principal, **Manager**, in-house general counsel or member of the **Insured Organization’s** legal department, trustee or **Administrator** or individual acting in a similar capacity with the **Insured Organization**.
- K. **“Fiduciary”** means a fiduciary of a **Plan** as defined in **ERISA**.
- L. **“Insured”** means any **Insured Person**, the **Insured Organization** and any **Plan**.
- M. **“Insured Person”** means all persons who were, now are, or shall be employees of the **Insured Organization** or a **Plan**; or duly elected or appointed directors, officers, trustees or **Managers** of the **Insured Organization** or a **Plan** in his or her capacity as a **Fiduciary** or **Administrator** of a **Plan** including all persons outside the United States of America serving in a functionally equivalent role including their estates, heirs, legal representatives or assigns in the event of their death, incapacity or bankruptcy.
- N. **“Loss”** means money which an **Insured** is legally obligated to pay as a result of a **Claim**, other than a **Voluntary Compliance Notice**, including damages, judgments (including prejudgment or postjudgment interest awarded against an **Insured** on that part of any judgment paid by the Underwriters), settlements, statutory attorney’s fees, **Defense Costs** and punitive, exemplary and multiple damages where insurable by law in the applicable jurisdiction most favoring coverage for punitive, exemplary or multiple damages. However, **Loss** shall not include:
1. taxes or the loss of tax benefits, or civil or criminal fines or penalties imposed by law except for:
    - a. the five percent (5%) or less civil penalty imposed upon an **Insured** under Section 502(i) of **ERISA**;
    - b. the twenty percent (20%) or less civil penalty imposed upon an **Insured** under Section 502(l) of **ERISA**;
    - c. **Voluntary Compliance Fees**; or
    - d. penalties or other awards imposed by the Pension Ombudsman of England or Occupational Pensions Regulatory Authority of England pursuant to the English Pension Scheme Act 1993, the English Pensions Act 1995, the UK Pensions

Act 2004, as amended, and any rules and regulations promulgated thereunder, provided always that no part of the premium for this Policy attributable to this exception has been funded, paid or reimbursed from the funds or assets of any pension scheme insured under this Policy;

2. **Benefits**, which are or may become due except to the extent that such sums are payable as a personal obligation of a natural person **Insured** because of such natural person **Insured's Wrongful Act**;
  3. any amounts for which the **Insureds** are legally or financially absolved from payment;
  4. matters deemed uninsurable under the law pursuant to which this Policy shall be construed; or
  5. any amounts incurred in defense of any **Claim** for which any other Underwriter has a duty to defend.
- O. "**Plan**" means any plan, fund or program, regardless of whether it is subject to regulation under Title I of **ERISA** or any part thereof, or meets the requirements for qualification under Section 401 of the Internal Revenue Code of 1986, as amended, and which is:
1. a welfare plan as defined in **ERISA** sponsored solely by the **Insured Organization** or sponsored jointly by the **Insured Organization** and a labor organization, solely for the benefit of the employees of the **Insured Organization**, and which is so sponsored prior to the inception date of this Policy or becomes so sponsored after the inception date of this Policy pursuant to Clause IV.A.;
  2. a pension plan as defined in **ERISA** (subject to 7. below) sponsored solely by the **Insured Organization** or sponsored jointly by the **Insured Organization** and a labor organization, solely for the benefit of the employees of the **Insured Organization**, and which is so sponsored prior to the inception date of this Policy or becomes so sponsored after the inception date of this Policy pursuant to Clause IV.A.;
  3. a plan which is both a welfare plan and a pension plan as defined in **ERISA** (subject to 7. below) sponsored solely by the **Insured Organization** or sponsored jointly by the **Insured Organization** and a labor organization solely for the benefit of the employees of the **Insured Organization**, and which is so sponsored prior to the inception date of this Policy or becomes so sponsored after the inception date of this Policy pursuant to Clause IV.A.;
  4. a government-mandated program for unemployment insurance, workers compensation, social security or disability benefits for employees of the **Insured Organization**;
  5. any other plan, fund or program which is included in the definition of **Plan** by written endorsement attached hereto;
  6. any other employee benefit plan that is not subject to Title I of **ERISA**, including any fringe benefit or excess benefit plan, that was, is, or becomes sponsored solely by the

**Insured Organization** exclusively for the benefit of employees of the **Insured Organization**; or

7. an **ESOP** but solely with respect to **ESOP Administration**. No **ESOP** is included within the definition of **Plan** with respect to **Claims** for any **Wrongful Act** other than **ESOP Administration** unless that **ESOP** is specifically included within the definition of **Plan** by written endorsement attached hereto.
  
- P. **“Voluntary Compliance Fees”** means any costs of corrections, fees, penalties or sanctions imposed by law under a **Voluntary Compliance Program** that any **Insured** becomes legally obligated to pay as a result of **Wrongful Acts**, but shall not include any other costs, charges, expenses, fees, penalties, sanctions, assessments, damages, taxes or matters that may be deemed to be uninsurable under the law pursuant to which this Policy shall be construed.
  
- Q. **“Voluntary Compliance Notice”** means a written notice given to the Underwriters indicating an **Insured’s** intent to participate in a **Voluntary Compliance Program** during the **Policy Period**.
  
- R. **“Voluntary Compliance Program”** means any voluntary compliance resolution program or similar voluntary settlement program administered by the Internal Revenue Service or Department of Labor of the United States, including, but not limited to, the Employee Plans Compliance Resolution System, the Self Correction Program, the Audit Closing Agreement Plan, the Delinquent Filer Voluntary Compliance program and the Voluntary Fiduciary Correction program.
  
- S. **“Wrongful Act”** means:
  1. as respects a **Fiduciary**, a **Plan** or the **Insured Organization**:
    - a. any actual or alleged violation of any of the responsibilities, obligations or duties imposed on **Fiduciaries** by **ERISA** in connection with a **Plan**; or
    - b. any matter claimed against an **Insured** by reason of his, her or its status as a **Fiduciary** of a **Plan**;
  2. as respects an **Administrator**:
    - a. any actual or alleged act, error or omission in the performance of **Administration**; or
    - b. any matter claimed against an **Administrator** by reason of his or her status as such;
  3. as respects an **Insured Person**, any matter claimed against him or her arising out of his or her service as a **Fiduciary** or **Administrator** of any other plan, including a multi-employer plan, but only if such service is at the specific request of the **Insured Organization**; or

4. any actual or alleged act, error or omission by an **Insured Person** in the performance of **ESOP Administration**.

### III. EXCLUSIONS

The Underwriters shall not be liable to make any payment for **Loss** or **Voluntary Compliance Fees** in connection with or resulting from any **Claim**:

- A. for actual or alleged libel, slander, defamation, bodily injury, sickness, disease, death, false arrest, false imprisonment, assault, battery, mental anguish, emotional distress, invasion of privacy, or damage to or destruction of any tangible property (including loss of use thereof);
- B. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving:
  1. the actual, alleged or threatened discharge, release, escape, seepage, migration, dispersal or disposal of **Pollutants** into or on real or personal property, water or the atmosphere, or
  2. any direction or request that the **Insureds** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so, including, but not limited to, any **Claim** alleging damage to the **Insured Organization** or the **Plan** or any of their security holders, purchasers or sellers

provided, however, that this exclusion shall not apply to any **Claim** by or on behalf of a beneficiary of or a participant in any **Plan** relating to the diminution in value of any securities issued by an organization other than the **Insured Organization** which are owned by the **Plan**;

- C. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving discrimination in violation of any law other than **ERISA** or any similar act;
- D. for liability of others assumed by the **Insured** under any contract or agreement, either oral or written, except to the extent that the **Insured** would have been liable in the absence of the contract or agreement or unless the liability was assumed in accordance with or under the agreement or declaration of trust pursuant to which the **Plan** was established;
- E. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any act or omission in his, her or its capacity as a **Fiduciary** or **Administrator** of any plan, fund or program other than a **Plan** as defined in this Policy, or by reason of his, her or its status as a **Fiduciary** or **Administrator** of such other plan, fund or program;
- F. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any **Wrongful Act** as respects a **Plan** taking place at any time when the **Insured Organization** did not sponsor such **Plan**;
- G. for any actual or alleged violation of responsibilities, duties or obligations imposed on an **Insured** under any law concerning workers' compensation, unemployment insurance, Social Security, or disability insurance, the Worker Adjustment and Retraining Notification Act, the Fair Labor Standards Act, the Occupational Safety and Health Act, the National Labor Relations

Act, including amendments thereto and regulations promulgated thereunder, or any similar or related federal, state or local law other than COBRA;

- H. for the failure to collect contributions owed to any **Plan** from any employer unless such failure is due to the negligence of an **Insured**;
- I. for **Benefits**, which are or may become due except to the extent that such sums are payable as a personal obligation of an **Insured Person**; provided, however this exclusion shall not apply to **Defense Costs**; or
- J. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving:
  - 1. any deliberately dishonest, fraudulent or criminal act, or omission by any of the **Insureds**; or
  - 2. any personal profit or advantage gained by any of the **Insured Persons** to which they were not legally entitled

as determined by a judgment, settlement or a final adjudication; provided, however, this exclusion shall not apply to **Defense Costs** incurred up until such determination is made.

No **Wrongful Act** shall be imputed to any of the other **Insureds** for the purpose of determining the applicability of any of the Exclusions.

#### IV. ACQUISITIONS

##### A. Sponsorship of Another Plan

In the event the **Insured Organization** becomes a sponsor of a plan, other than an **ESOP**, after the inception date of this Policy, whether by acquisition of a **Subsidiary** or another entity, merger with another entity where the **Insured Organization** is the surviving entity or by its own creation, and the total assets of such newly sponsored plan do not exceed twenty-five percent (25%) of the total consolidated assets of the existing **Plans** as set forth in the most recent audited financial statements, coverage shall be afforded for such **Subsidiary** or entity, such **Subsidiary's** or entity's **Plan** and its **Insured Persons** until the end of the **Policy Period**, but only with respect to **Wrongful Acts** committed or allegedly committed after the effective date of such sponsorship by the **Insured Organization**. Coverage for such **Subsidiary** or entity, such **Subsidiary's** or entity's **Plan** and its **Insured Persons** for such **Plans** whose total assets do exceed twenty-five percent (25%) of the total consolidated assets of the existing **Plans** as set forth in the most recent audited financial statements shall be afforded for a period of ninety (90) days, but only with respect to **Wrongful Acts** committed or allegedly committed after the effective date of such sponsorship by the **Insured Organization**. Coverage beyond such ninety (90) days shall only be available if:

- 1. written notice of such sponsorship is given to the Underwriters by the **Insured Organization**;

2. the **Insured Organization** provides the Underwriters with such information in connection therewith as the Underwriters may deem necessary;
3. the **Insureds** accept any special terms, conditions, exclusions or additional premium as may be required by the Underwriters; and
4. the Underwriters, at its sole discretion, agrees to provide such coverage.

Notwithstanding the foregoing, with respect to an **ESOP**, coverage shall be granted pursuant to this Clause only for **Claims** relating to **ESOP Administration** and no coverage shall be granted for **Claims** alleging any other **Wrongful Acts** unless such **ESOP** is included in the definition of **Plan** by a written endorsement to this Policy and any related additional premium required by the Underwriters has been paid.

**B. Cessation of Plan Sponsorship and Termination, Sale or Spin-off of Plan**

In the event a **Plan** ceases to be sponsored by the **Insured Organization** or ceases to be sponsored jointly by the **Insured Organization** and a labor organization after the Inception Date of this Policy, or in the event the **Insured Organization** terminates, sells or spins off any **Plan** before or after the inception date of this Policy; or of any policy issued by the Underwriters of which this Policy is a renewal or replacement, coverage under this Policy with respect to such **Plan** and its **Insured Persons** shall continue until the end of the **Policy Period** for those who were **Insureds** at the time such **Plan** ceased to be sponsored by the **Insured Organization**, or jointly by the **Insured Organization** and a labor organization, or who were **Insureds** at the time of such **Plan** termination, sale or spin-off or who would have been **Insureds** at the time of **Plan** termination, sale or spin-off if this Policy had been in effect, but only with respect to **Wrongful Acts** committed or allegedly committed prior to the date such **Plan** ceased to be sponsored by the **Insured Organization**, or jointly by the **Insured Organization** and a labor organization, or such **Plan** termination, sale or spin-off. The **Insureds** shall give notice to the Underwriters of cessation of sponsorship as soon as practicable together with such information as the Underwriters may require.

**C. Merged Plans**

In the event a **Plan** is merged with another **Plan** during the **Policy Period**, this Policy shall continue to provide coverage for both **Plans** for as long as this Policy shall remain in effect and subject to all the terms and conditions of this Policy.

In the event a **Plan** is merged with another plan for which coverage is not provided under this Policy, this Policy shall continue to provide coverage only for the covered **Plan** for as long as this Policy shall remain in effect and subject to all the terms and conditions of this Policy for **Claims** with regard to **Wrongful Acts** which took place prior to the date the plans merged.

# <BEAZLEY NAME LOGO>

## <INSURANCE POLICY> POLICY TERMS AND CONDITIONS

In consideration of the payment of the premium, in reliance on all statements made in the **Application**, and subject to all of the provisions of this Policy, Underwriters and the **Named Insured**, on behalf of all **Insureds**, agree as follows:

### I. DEFINITIONS

The following terms whenever used in this Clause in boldface type shall have the meanings indicated. Terms not defined below, but appearing in boldface type shall have the meanings indicated in the applicable Clause.

- A. **“Change of Control”** means:
1. the acquisition by any person or entity of more than 50% of the outstanding securities or equity interest of the **Named Insured** representing the present right to vote for the election of directors or **Managers**; or
  2. the merger of the **Named Insured** into another entity such that the **Named Insured** is not the surviving entity.
- B. **“Financial Impairment”** means the appointment by any state or federal official, agency or court of any receiver, trustee, examiner, conservator, liquidator, rehabilitator or similar official to take control of, supervise, manage or liquidate the **Insured Organization**.
- C. **“Insured Organization”** means the **Named Insured** and its **Subsidiaries**, including any such organization as a debtor in possession within the meaning of the United States Bankruptcy Code or similar legal status under foreign law.
- D. **“Interrelated Wrongful Acts”** means any and all **Wrongful Acts** which have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of causally or logically connected facts, circumstances, situations, events, transactions or causes.
- E. **“Managers”** means all persons who were, now are, or shall be managers, managing members, members of the board of managers, managing partners, general partners of a limited partnership (including the board of directors of any such general partner that is a corporation) or equivalent executives of any **Insured Organization**.
- F. **“Named Insured”** means the entity designated in Item 1. of the Declarations.
- G. **“Optional Extension Period”** means the period described in Clause XI. of the Policy Terms and Conditions.
- H. **“Policy Period”** means the period from the effective date and hour of this Policy to the Policy expiration date and hour as set forth in Item 2. of the Declarations, or its earlier termination, if any.

- I. **“Pollutants”** means any substance located anywhere in the world exhibiting any hazardous characteristics as defined by or identified on a list of hazardous substances issued by the United States Environmental Protection Agency or any federal, state, county, municipality or locality counterpart thereof. Such substances shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, mold, spores, fungi, germs, chemicals or waste materials. **Pollutants** shall also mean any other air emission, odor, waste water, oil or oil product, infectious or medical waste, asbestos or asbestos product, lead or lead product, noise, and electric, magnetic or electromagnetic field.
- J. **“Subsidiary”** means:
1. any entity, while more than 50% of the outstanding voting securities representing the present right to vote for the election of such entity's directors are owned by the **Named Insured** directly or indirectly;
  2. any limited liability corporation while the right to elect or otherwise appoint or designate more than 50% of such limited liability corporation's **Managers** is owned or controlled by the **Named Insured** directly or indirectly; or
  3. any joint venture, which is a corporate entity, while the **Named Insured** has managerial control, or while the right to elect or otherwise appoint more than 50% of such entity's directors, trustees or other equivalent executive is owned or controlled by the **Named Insured** directly or indirectly

if such entity or corporation was so owned or controlled as of or prior to the inception date of this Policy.

## II. EXCLUSIONS

The Underwriters shall not be liable to make any payment for **Loss** in connection with or resulting from any **Claim**:

- A. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:
1. any demand, suit, or other proceeding pending, or order, decree or judgment entered, against any **Insured** on or prior to the applicable Pending or Prior Litigation Date set forth in Item 9. of the Declarations, or any **Wrongful Act**, fact, circumstance or situation underlying or alleged therein;
  2. any **Wrongful Act** or any fact, circumstance, transaction or situation which has been the subject of any notice of a **Claim** or notice of a potential **Claim** given prior to the **Policy Period** under any other policy;
  3. any other **Wrongful Act** whenever occurring, which, together with a **Wrongful Act** which has been the subject of such notice, would constitute **Interrelated Wrongful Acts**; or

- B. against any of the **Insured Persons** of any **Subsidiary** or against any **Subsidiary** subsequent to the date such entity ceased to be a **Subsidiary** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:
1. any **Wrongful Act** occurring prior to the date such entity became a **Subsidiary** or subsequent to the date such entity ceased to be a **Subsidiary**; or
  2. any **Wrongful Act** occurring while such entity was a **Subsidiary** which, together with a **Wrongful Act** occurring prior to the date such entity became a **Subsidiary**, would constitute **Interrelated Wrongful Acts**.

### III. LIMITS OF LIABILITY

A. Aggregate Limit(s) of Liability

The amount(s) shown in Item 4. of the Declarations shall be the Underwriters' maximum aggregate limit(s) of liability under the Policy.

B. Additional Defense Limit of Liability

If purchased as indicated in Item 4. of the Declarations, the applicable amount shown in Item 4. shall be the Additional Defense Limit of Underwriters applicable only to **Defense Costs** which Limit shall be separate and in addition to any other limit shown in Item 4. of the Declarations. Payment of **Defense Costs** shall erode the Additional Defense Limit first and will not erode any other limit shown in Item 4. until the Additional Defense Limit is exhausted.

C. If any **Claim** against the **Insureds** gives rise to an obligation both under this Policy and any other coverage, line slip or policy of insurance issued by Underwriters or any of its affiliates to any **Outside Entity**, Underwriters' maximum aggregate limit of liability under all such coverage, line slips or policies for all **Loss** from such **Claim** shall not exceed the greater of:

1. the applicable maximum aggregate limit(s) of liability of this Policy; or
2. the maximum aggregate limit of liability under any such other coverage, line slip or policy.

D. The payment of **Defense Costs** by Underwriters reduces and may totally exhaust the applicable Limit(s) of Liability.

E. More than one **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed to constitute a single **Claim** and shall be deemed to have been made at the earliest of the following times:

1. the time at which the earliest **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** is first made; or
2. the time at which the **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed to have been made pursuant to Clause IX.B.

- F. If all aggregate limit(s) of liability are exhausted, Underwriters' obligations under this Policy shall be completely fulfilled and extinguished.

#### IV. RETENTIONS

- A. Underwriters shall be liable for only that part of **Loss** arising from a **Claim** which is excess of the applicable Retention set forth in Item 5. of the Declarations, and such Retention shall be borne by the **Insureds** uninsured and at their own risk. Any payments made to satisfy the retention or deductible under another policy of insurance shall not satisfy or apply towards the applicable Retention, or any portion thereof, under this Policy. The Retention shall not apply, however, if indemnification by the **Insured Organization** is not permitted by law or if the **Insured Organization** is not able to indemnify solely by reason of its **Financial Impairment**.
- B. In the event more than one of the Insuring Clauses are applicable to a **Claim**, the Retentions set forth in Item 5. of the Declarations shall be applied separately to that part of the **Loss** resulting from such **Claim** covered by each Insuring Clause. The sum of the Retentions so applied shall constitute the Retention applicable to such **Claim**. The total Retention as finally determined shall in no event exceed the largest of the Retentions applicable to Insuring Clauses that are applicable to such **Claim**.

#### V. PRESUMPTIVE INDEMNIFICATION

For all purposes under this Policy, the **Insured Organization** is presumed to indemnify the **Insured Persons** to the fullest extent permitted by law or pursuant to the by-laws or other organizational documents of the **Insured Organization** for any **Loss**, or to advance any **Defense Costs** on their behalf, except to the extent that the **Insured Organization** cannot in fact do so for reasons of **Financial Impairment**.

#### VI. SETTLEMENT AND DEFENSE

- A. Underwriters shall have the right and duty to defend any **Claim**, including the right to select defense counsel, even if any of the allegations are groundless, false or fraudulent; provided, however, that Underwriters shall not be obligated to defend or to continue to defend any **Claim** after the applicable Limit of Liability set forth in Item 4. of the Declarations has been exhausted.
- B. The **Insureds** shall cooperate with Underwriters and, upon Underwriters' request, assist in the investigation, settlement and defense of **Claims** and in enforcing rights of contribution or indemnity against any person or entity which may be liable to the **Insureds**, shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.
- C. The **Insureds** shall not settle any **Claim**, select any defense counsel, incur any **Defense Costs**, admit or assume any liability, stipulate to any judgment or otherwise assume any contractual obligation without Underwriters' prior written consent, which shall not be unreasonably withheld. Underwriters shall not be liable for any settlement, **Defense Costs**, assumed obligation, admission or stipulated judgment to which it has not consented or for which the **Insureds** are not legally obligated as a result of a **Claim** for a **Wrongful Act**. Notwithstanding the foregoing, if all **Insureds** are able to fully and finally dispose of, with

prejudice, all **Claims** that are subject to one Retention for an amount not exceeding such Retention, including **Defense Costs**, then Underwriters' consent shall not be required for such disposition.

- D. Underwriters may, with the consent of the **Insureds**, settle or compromise any **Claim** as they deem expedient. If the **Insureds** withhold consent to a settlement or compromise acceptable to the claimant and Underwriters, then Underwriters' liability for such **Claim** shall not exceed:
1. the amount for which the **Claim** could have settled or compromised and the **Defense Costs** incurred as of the date such settlement or compromise was proposed to the **Insureds**; plus
  2. 70% of any **Loss** incurred after the date such settlement or compromise was proposed to the **Insureds**, with the remaining 30% of such **Loss** to be borne by the **Insureds** at their own risk and uninsured or the applicable limit of liability whichever is less.

## VII. ALLOCATION

If both **Loss** covered by this Policy and non-covered loss are incurred, either because the **Claim** made against the **Insured** includes both covered and non-covered matters, or because a **Claim** is made against both the **Insured** and others not insured under this Policy, then such covered **Loss** and non-covered loss shall be allocated as follows:

- a. one hundred percent (100%) of **Defense Costs** shall be allocated to covered **Loss**;
- b. Settlements, judgments, verdicts and awards shall be allocated between covered **Loss** and non-covered loss based upon the relative legal and financial exposures of, and the relative benefits obtained in connection with the resolution of the **Claim** as between the **Insureds**' or non-**Insureds**' exposure to non-covered loss, and the **Insureds**' exposure to covered **Loss**. In making such allocation determination, the **Insureds** and Underwriters agree to use their best efforts to determine a fair and proper allocation. In the event that an allocation cannot be agreed to, then Underwriters shall make an interim payment of the amount of **Loss** that the parties agree is not in dispute until a final amount is agreed upon or determined pursuant to the provisions of applicable law.

## VIII. SPOUSAL AND DOMESTIC PARTNER EXTENSION

Coverage under this Policy will apply to an **Insured Person's** lawful spouse, including any natural person qualifying as a domestic partner under the provisions of any applicable federal, state, or local law in the United States, but solely by reason of such spousal status or such spouse's ownership interest in property or assets that are sought as recovery for **Wrongful Acts**.

## IX. NOTIFICATION

- A. In the event any **Executive Officer** becomes aware that a **Claim** has been made against any of the **Insureds**, the **Insureds** shall, as a condition precedent to their rights to payment under this Policy, give to Underwriters notice in writing of such **Claim** as soon as practicable provided all **Claims** must be reported no later than the end of the **Policy Period**, in accordance the requirements of the **Optional Extension Period** (if applicable), or sixty (60) days after the

expiration date of the **Policy Period** in the case of **Claims** first made against the **Insured** during the last sixty (60) days of the **Policy Period**.

B. If during the **Policy Period**, except for the **Optional Extension Period**, the **Insureds** first become aware of a specific **Wrongful Act** and if the **Insureds** during the **Policy Period**, except for the **Optional Extension Period**, give written notice to Underwriters as soon as practicable of:

1. the specific **Wrongful Act**;
2. the consequences which have resulted or may result therefrom; and
3. the circumstances by which the **Insureds** first became aware thereof,

then any **Claim** made subsequently arising out of such **Wrongful Act** shall be deemed for the purposes of this Policy to have been made at the time such notice was first given.

Underwriters shall have no obligation to cover any amounts, including any legal fees or expenses, incurred prior to the time such circumstances result in a **Claim**.

C. Notice to Underwriters provided for in Clause IX.A. and B. shall be given to the firm shown in Item 8.(a) of the Declarations. All other notices to Underwriters under this Policy shall be given to the firm shown in Item 8.(b) of the Declarations. All notices under any provision of this Policy must be made in writing. Notices given as described above shall be deemed to be received and effective upon actual receipt thereof by the addressee.

## X. GENERAL CONDITIONS

A. Representations.

By acceptance of this Policy, the **Insureds** agree:

1. that the statements in the **Application** are their representations, and that this Policy is issued in reliance upon the truth of such representations;
2. that in the event that the **Application** contains misrepresentations made with the actual intent to deceive, or contains misrepresentations which materially affect either the acceptance of the risk or the hazard assumed by Underwriters under this Policy, this Policy shall not afford any coverage with respect to those **Insureds** who made or had knowledge of such misrepresentations; and
3. that this Policy shall not afford any coverage for amounts paid by the **Insured Organization** as indemnification of any of the **Insureds** who made or had knowledge of the misrepresentations set forth in Clause X.A.2.;

None of the foregoing provisions in Clause X.A. shall in any other way limit or void Underwriters' rights to rescind this Policy; provided, that the Underwriters shall not rescind this Policy where coverage is being provided to an **Insured Person** where indemnification by the

**Insured Organization** is not permitted by law or the **Insured Organization** is not able to indemnify solely by reason of its **Financial Impairment**.

B. Run-Off

1. In the event any entity ceases to be a **Subsidiary** as defined herein after the inception date of this Policy, or of any policy issued by Underwriters of which this Policy is a renewal or replacement, this Policy, subject to its terms including without limitation Exclusion B. above, shall continue to apply to any of the **Insured Persons** who were covered under this Policy because of their service with such entity and to such **Subsidiary**.
2. In the event of a **Change of Control** after the inception date of this Policy or of any policy issued by Underwriters of which this Policy is a renewal or replacement, this Policy, subject to its terms, shall continue to apply to the **Insureds** but only with respect to any **Wrongful Act** committed or allegedly committed prior to the **Change of Control**.

C. Cancellation/Nonrenewal

1. By acceptance of this Policy, the **Insureds** hereby confer the exclusive power and authority to cancel this Policy on their behalf to the **Named Insured**. Such entity may cancel this Policy by surrender thereof to Underwriters, or by mailing to Underwriters written notice stating when thereafter such cancellation shall be effective. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice shall be equivalent to mailing.
2. Underwriters may cancel this Policy only for nonpayment of premium by mailing to the **Named Insured** written notice stating when, not less than ten (10) days thereafter, such cancellation shall be effective. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice by Underwriters shall be equivalent to mailing.
3. If this Policy is cancelled pursuant to 1. hereinabove, Underwriters shall retain the customary short rate proportion of the premium hereon. If this Policy is cancelled pursuant to 2. hereinabove, Underwriters shall retain the pro rata proportion of the premium hereon. Payment or tender of any unearned premium by Underwriters shall not be a condition precedent to the effectiveness of cancellation.
4. Underwriters may nonrenew this Policy by mailing to the **Named Insured** written notice of nonrenewal not less than sixty (60) days before the end of the **Policy Period**. The mailing of such notice shall be sufficient notice. Delivery of such written notice by Underwriters shall be equivalent to mailing.

D. Other Insurance

This Policy shall apply in excess of any other existing valid policy including any self Insured retention or deductible portion thereof, whether such other insurance is stated to be primary,

contributory, excess, contingent or otherwise, and regardless of whether or not any **Loss** in connection with such **Claim** is collectible or recoverable under such other policy, unless such other policy is written only as specific excess insurance over the Limits of Liability of this Policy.

#### **XI. OPTIONAL EXTENSION PERIOD**

- A. If this Policy is cancelled by the **Named Insured** or if Underwriters nonrenew this Policy, then the **Named Insured** shall have the right, upon payment of an additional premium calculated at that percentage shown in Item 7.a. of the Declarations of the total annual premium for this Policy, to an extension of the coverage granted by this Policy with respect to any **Claim** first made during the period of time set forth in Item 7.b. of the Declarations after the end of the **Policy Period**, but only with respect to any **Wrongful Act** committed before the effective date of cancellation or nonrenewal.
- B. As a condition precedent to the right to purchase the **Optional Extension Period**, the total premium for this Policy must have been paid. The right to purchase the **Optional Extension Period** shall terminate unless written notice together with full payment of the premium for the **Optional Extension Period** is given to Underwriters within thirty (30) days after the effective date of cancellation or nonrenewal. If such notice and premium payment is not so given to Underwriters, there shall be no right to purchase the **Optional Extension Period**.
- C. In the event of the purchase of the **Optional Extension Period**, the entire premium for the **Optional Extension Period** shall be deemed earned at its commencement.
- D. The exercise of the **Optional Extension Period** shall not in any way increase the Limit(s) of Liability of Underwriters.
- E. The offer of renewal terms, conditions or premiums different from those in effect prior to renewal shall not constitute a refusal to renew for purposes of this Clause XI.

#### **XII. ASSISTANCE, COOPERATION AND SUBROGATION**

The **Insureds** agree to provide Underwriters with such information, assistance and cooperation as Underwriters or their counsel may reasonably request, and they further agree that they shall not take any action which in any way increases Underwriters' exposure under this Policy.

In the event of any payment under this Policy, Underwriters shall be subrogated to the **Insureds'** rights of recovery against any person or entity. The **Insureds** shall execute all papers required and shall do everything that may be necessary to secure and preserve such rights including the execution of such documents as are necessary to enable Underwriters effectively to bring suit in their name, and shall provide all other assistance and cooperation which Underwriters may reasonably require.

#### **XIII. ACTION AGAINST UNDERWRITERS**

No action shall lie against Underwriters unless, as a condition precedent thereto, the **Insureds** shall have fully complied with all of the terms of this Policy, and the amount of the **Insureds'** obligation to pay shall have been fully and finally determined either by judgment against them or by written agreement between them, the claimant and Underwriters. Nothing contained herein shall give any person or organization any right to join Underwriters as a party to any **Claim** against the **Insureds** to

determine their liability, nor shall Underwriters be impleaded by the **Insureds** or their legal representative in any **Claim**.

#### **XIV. ENTIRE AGREEMENT**

By acceptance of this Policy, the **Insureds** agree that this Policy embodies all agreements existing between them and Underwriters or any of their agents relating to this insurance. Notice to any agent or knowledge possessed by any agent or other person acting on behalf of Underwriters shall not effect a waiver or a change in any part of this Policy or estop Underwriters from asserting any right under the terms of this Policy, nor shall the terms be waived or changed except by written endorsement or rider issued by Underwriters to form a part of this Policy.

#### **XV. TERRITORY**

This Policy shall apply to **Claims** made against the **Insureds** anywhere in the world.

#### **XVI. VALUATION AND CURRENCY**

All premiums, limits, Retentions, **Loss** and other amounts under this Policy are expressed and payable in the currency of the United States. If judgment is rendered, settlement is denominated or another element of **Loss** under this Policy is stated in a currency other than United States dollars, payment under this Policy shall be made in United States dollars at the rate of exchange published in the *Wall Street Journal* on the date the judgment becomes final or payment of the settlement or other element of **Loss** is due.

#### **XVII. BANKRUPTCY**

Bankruptcy or insolvency of the **Insureds** shall not relieve Underwriters of their obligations nor deprive Underwriters of their rights or defenses under this Policy.

#### **XVIII. AUTHORIZATION**

By acceptance of this Policy, the **Named Insured** agrees to act on behalf of the **Insureds** with respect to the giving and receiving of any notice provided for in this Policy, the payment of premiums and the receipt of any return premiums that may become due under this Policy, and the agreement to and acceptance of endorsements, and the **Insureds** agree that the **Named Insured** shall act on their behalf.

#### **XIX. HEADINGS**

The descriptions in the headings and subheadings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

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## <INSURANCE POLICY> PRIVACY VIOLATION CLAUSE

- I. Clause II. Definitions H. “**Inappropriate Employment Conduct**” of the Employment Practices Liability Clause is amended to include any **Privacy Violation**.

### II. DEFINITIONS

The following terms whenever used in this Clause in boldface type shall have the meanings indicated. Terms not defined below, but appearing in boldface type shall have the meanings indicated in the applicable Clause.

- A. “**Breach Notice Law**” means any state, federal or foreign statute or regulation that requires notice to persons whose **Personally Identifiable Non-Public Information** was accessed or may reasonably have been accessed by an unauthorized person.
- B. “**Personally Identifiable Non-Public Information**” means an **Employee’s** name in combination with one or more of the following:
1. information concerning the individual that constitutes “non-public personal information” as defined in the Gramm-Leach Bliley Act of 1999, as amended, and regulations issued pursuant to the Act;
  2. medical or health care information concerning the individual, including “protected health information” as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and regulations issued pursuant to the Act; or
  3. the **Employee’s** social security number, drivers license or state identification number, credit, debit or other financial account numbers and associated security codes, access codes, passwords or pins that allows access to the **Employee’s** financial account information.
- C. “**Privacy Policy**” means the internal or publicly accessible written documents that set forth the **Insured Organization’s** policies, standards and procedures for collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to, **Personally Identifiable Non-Public Information**.
- D. “**Privacy Violation**” means:
1. theft of **Personally Identifiable Non-Public Information** that is in the care, custody or control of the **Insured Organization**, or an independent contractor that is holding or processing such information on behalf of the **Insured Organization**;
  2. the **Insured Organization’s** failure to timely disclose a incident or event triggering a violation of any **Breach Notice Law**;
  3. failure by the **Insured** to comply with that part of a **Privacy Policy** that specifically:

- a. prohibits or restricts the **Insured Organization's** disclosure, sharing or selling of an **Employee's Personally Identifiable Non-Public Information**;
- b. requires the **Insured Organization** to provide access to **Personally Identifiable Non-Public Information** or to correct incomplete or inaccurate **Personally Identifiable Non-Public Information** after a request is made by an **Employee**;  
or
- c. mandates procedures and requirements to prevent the loss of **Personally Identifiable Non-Public Information**.

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## <INSURANCE POLICY>

### PRIVATE ORGANIZATION DIRECTORS, OFFICERS AND ENTITY LIABILITY CLAUSE

#### I. INSURING CLAUSES

- A. The Underwriters shall pay on behalf of the **Insured Persons** all **Loss** which is not indemnified by the **Insured Organization** resulting from any **Claim** first made against the **Insured Persons** and reported in writing to the Underwriters during the **Policy Period** or **Optional Extension Period**, if applicable, for a **Wrongful Act**.
- B. The Underwriters shall pay on behalf of the **Insured Organization** all **Loss** which the **Insured Organization** is required or permitted to pay as indemnification to any of the **Insured Persons** resulting from any **Claim** first made against the **Insured Persons** and reported in writing to the Underwriters during the **Policy Period** or **Optional Extension Period**, if applicable, for a **Wrongful Act**.
- C. The Underwriters shall pay on behalf of the **Insured Organization** all **Loss** resulting from any **Claim** first made against the **Insured Organization** and reported in writing to the Underwriters during the **Policy Period** or **Optional Extension Period**, if applicable, for a **Wrongful Act**.
- D. The Underwriters shall pay on behalf of the **Insured Organization** all **Costs of Investigation** resulting from any **Derivative Demand** first made and reported in writing to the Underwriters during the **Policy Period** or **Optional Extension Period**, if applicable, for a **Wrongful Act**.
- E. The Underwriters shall pay on behalf of the **Insured Persons** all **Loss** resulting from any **Claim** first made against the **Insured Persons** and reported in writing to the Underwriters during the **Policy Period** or **Optional Extension Period**, if applicable, for a **Wrongful Act** committed while serving in an **Outside Executive Position**.

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

#### II. DEFINITIONS

The following terms whenever used in this Clause in boldface type shall have the meanings indicated. Terms not defined below, but appearing in boldface type shall have the meanings indicated in the Policy Terms and Conditions.

- A. **“Application”** means all applications, including all attachments and other materials submitted therewith or incorporated therein, and any other documents or information submitted in connection with the underwriting of this Policy, including any endorsement or other part thereof, or any other directors, officers or corporate liability policies issued by the Underwriter of which this Policy is a renewal, replacement or which it succeeds in time.
- B. **“Claim”** means:
  - 1. a written demand or request for monetary damages or non-monetary relief against any of the **Insureds**, or to toll or waive a statute of limitations;

2. a civil, criminal, administrative, investigative or regulatory proceeding initiated against any of the **Insureds** commenced by:
    - a. the service of a complaint or similar pleading;
    - b. the filing of a notice of charges, investigative order or similar document; or
    - c. written notice or subpoena from an investigatory authority identifying such **Insured** as an entity or person against whom a formal proceeding may be commenced;
  3. solely for the purpose of coverage afforded under Insuring Clause I.D., a **Derivative Demand**;
  4. an arbitration or mediation or other alternative dispute resolution proceeding if the **Insured Organization** is obligated to participate in such proceeding or if the **Insured Organization** agrees to participate in such proceeding with the Underwriter's prior written consent, such consent not to be unreasonably withheld.
- C. "**Costs of Investigation**" means reasonable and necessary legal fees (including but not limited to attorneys' fees and experts' fees) and expenses (other than regular or overtime wages, salaries, fees or benefits of the **Insured Persons** or the **Insured Organization's** overhead expenses) incurred by the **Insured Organization** (including its board of directors or any committee of its board of directors) in connection with the investigation or evaluation of any **Derivative Demand**.
- D. "**Defense Costs**" means reasonable and necessary legal fees and expenses to which the Underwriters consent in advance and which are incurred by or on behalf of the **Insureds** in defending, settling, appealing or investigating any **Claim** and the cost of appeal, supersedeas, injunction, attachment or similar bonds (provided, however, the Underwriters shall have no obligation to apply for or furnish any bond for appeal, supersedeas, injunction, attachment or any similar purpose), but shall not include salaries, regular or overtime wages, fees or benefit expenses associated with **Insured Persons** or the **Insured Organization's** overhead expenses. **Defense Costs** means only "**Costs of Investigation**" for the purpose of coverage afforded under Insuring Clause I.D.
- E. "**Derivative Demand**" means a written demand by one or more owners of voting securities of the **Insured Organization** upon the board of directors of the **Insured Organization** to bring a civil proceeding in a court of law against any of the **Insured Persons** for a **Wrongful Act**.
- F. "**Executive Officer**" means the chairperson, chief executive officer, chief operating officer, president, **Manager**, chief financial officer, in-house general counsel, risk manager, human resources staff or an individual acting in a similar capacity with the **Insured Organization**.
- G. "**Insureds**" means the **Insured Persons** and the **Insured Organization**.
- H. "**Insured Persons**" means all persons who were, now are, or shall be duly elected or appointed directors, officers, trustees or **Managers** of the **Insured Organization** including all persons outside the United States serving in a functionally equivalent role for the **Insured**

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

- I. **“Loss”** means money which an **Insured** is legally obligated to pay as a result of a **Claim** including compensatory damages, judgments (including prejudgment and post judgment interest awarded against an **Insured** on that part of any judgment paid by the Underwriters), settlements, statutory attorney fees, **Defense Costs** and punitive, exemplary and multiple damages where insurable by law in the applicable jurisdiction most favoring coverage for punitive, exemplary or multiple damages. However, **Loss** shall not include any of the following:
1. the cost of providing non-monetary relief (this provision does not apply to **Defense Costs** where non-monetary relief is sought);
  2. civil or criminal fines, penalties, sanctions, liquidated damages; payroll or other taxes or other matters that may be deemed uninsurable according to the law under which this Policy is construed;
  3. awards, costs, judgments, or orders resulting from contempt of court or violation of a court order or administrative decree;
  4. any investigative costs other than **Costs of Investigation** or **Defense Costs** in connection with a **Claim**; or
  5. any amounts incurred in defense of any **Claim** for which any other insurer has a duty to defend.
- J. **“Outside Entity”** means:
1. any non-profit corporation, community chest, fund or foundation that is not included in the definition of the **Insured Organization** and that is exempt from federal income tax; or
  2. any other entity, if specified in an endorsement to this Policy.
- K. **“Outside Executive Position”** means the position of director, officer, trustee or other equivalent executive position held by any of the **Insured Persons** in an **Outside Entity** if service in such position is at the specific request of the **Insured Organization**.
- L. **“Wrongful Act”** means:
1. any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, act or omission by:

- a. any of the **Insured Persons** solely in their capacity as such;
  - b. any of the **Insured Persons** while in an **Outside Executive Position** solely with respect to the coverage afforded under Insuring Clause I.E.;
  - c. the **Insured Organization** solely with respect to the coverage afforded under Insuring Clause I.C.;
2. any matter claimed against any of the **Insured Persons** solely by reason of their serving in such capacity or in an **Outside Executive Position** solely with respect to the coverage afforded under Insuring Clause I.E.

### III. EXCLUSIONS

The Underwriters shall not be liable to make any payment for **Loss** in connection with or resulting from any **Claim**:

- A. for actual or alleged libel, slander, defamation, bodily injury, sickness, disease, death, false arrest, false imprisonment, assault, battery, mental anguish, emotional distress, invasion of privacy, or damage to or destruction of tangible property (including loss of use thereof);
- B. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:
  1. the actual, alleged or threatened discharge, release, escape, seepage, migration, dispersal or disposal of **Pollutants** into or on real or personal property, water or the atmosphere; or
  2. any direction or request that the **Insureds** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so (such costs hereinafter "Clean Up Costs") including, but not limited to, any **Claim** alleging damage to the **Insured Organization** or its securities holders, purchasers or sellers;

provided, however, this exclusion shall not apply to the extent such **Claim** is otherwise covered under Insuring Clause I.A., other than Clean Up Costs; or **Loss** resulting from any **Claim** covered under Insuring Clauses I.B., I.C., I.D. or I.E., other than Clean Up Costs, to the extent such **Claim** is brought by any security holders of the **Insured Organization** solely in their capacity as such whether directly in their own name or right or derivatively on behalf of the **Insured Organization** and such **Claim** is instigated and continuously pursued totally independent of and totally without the solicitation, assistance, active participation or intervention of the **Insureds**;

- C. for any actual or alleged violation(s) of any of the responsibilities, obligations or duties imposed by any law concerning workers' compensation, disability benefits, unemployment compensation law, social security or other employment benefits law, the Fair Labor Standards Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act, the Occupational Safety and Health Act, including any similar federal, state or local law, regulations promulgated thereunder, or any amendments thereto, or any other law based on the same violations;

- D. for actual or alleged violation(s) of the Employee Retirement Income Security Act of 1974 (“ERISA”), or any violation of any federal, state, local or foreign statutory law or common law that governs the same topic or subject and any rules, regulations and amendments thereto or for an **Insured’s** failure or refusal to establish, contribute to, pay for, insure, maintain, provide benefits pursuant to, or enroll or maintain the enrollment of an **Insured Person** or dependent in, any employee benefit plan, fund or program, including contracts or agreements which are not subject to the provisions of ERISA;
- E. by, on behalf of, or at the direction of any of the **Insureds**, except and to the extent such **Claim**:
1. is a derivative action brought or maintained by or on behalf of a securities holder of the **Insured Organization** who, when such **Claim** is first made, is acting independently of and without the solicitation, assistance, participation or intervention of any **Insured**;
  2. is brought by any of the **Insureds** in the form of a crossclaim, third party claim or otherwise for contribution or indemnity which is part of and results directly from a **Claim** not otherwise excluded by the terms of this Policy;
  3. is a **Derivative Demand**;
  4. is brought by a receiver, liquidator, trustee or similar official of the **Insured Organization**; or
  5. is brought by any former **Insured Person** who has not served in such capacity or as a consultant to the **Insured Organization** for at least four (4) years prior to the date such **Claim** is first made and who brings and maintains such **Claim** without any active assistance or participation of, or solicitation by, the **Insured Organization** or any other **Insured Persons** or consultants to the **Insured Organization** who are serving or have served in such capacity within such four (4) year period;
- F. against any of the **Insured Persons** serving in an **Outside Executive Position**:
1. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any **Wrongful Act** occurring prior to the date such **Insured Persons** began serving in an **Outside Executive Position** if any of the **Insured Persons**, as of such date, knew or could have reasonably foreseen that such **Wrongful Act** could lead to a **Claim** under this Policy; or
  2. by, on behalf of, or for the benefit of the **Outside Entity**, or one or more of the **Outside Entity’s** directors, officers, trustees or equivalent executives;
- G. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:
1. the public offer, sale, solicitation or distribution of securities of the **Insured Organization** or an **Outside Entity**; or

2. the actual or alleged violation of any federal, state, local or provincial statute relating to securities, including but not limited to the Securities Act of 1933 and the Securities and Exchange Act of 1934, or any rules or regulations promulgated thereunder;

provided, however, this exclusion will not apply to any offer, purchase or sale of securities of the **Insured Organization**, whether debt or equity, in a transaction that is exempt from registration under the Securities Act of 1933 (an "Exempt Transaction").

If at least thirty (30) days prior to an offering of securities of the **Insured Organization**, other than pursuant to an Exempt Transaction, the Underwriters receive notice of the proposed transaction and any additional information requested by the Underwriters, the **Insured Organization** may request a proposal for coverage subject to any additional terms and conditions and payment of any additional premium the Underwriters may specify in such proposal. However, the Underwriters will not be obligated to provide such coverage;

- H. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving, the purchase by the **Insured Organization** of securities of any entity whose securities are traded on any public stock exchange which purchase results in the **Insured Organization** having the right to vote for the election of such entity's directors, either directly or indirectly;
- I. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:
  1. any deliberately dishonest, fraudulent or criminal act or omission by any of the **Insureds**; or
  2. any personal profit or advantage gained by any of the **Insured Persons** to which they were not legally entitled

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

- J. for the return by any of the **Insured Persons** of any remuneration paid to them without the previous approval of the appropriate governing body of the **Insured Organization** provided that this exclusion shall not apply to **Defense Costs** incurred in connection with any such **Claim** until such time as it is determined by a judgment, settlement or a final adjudication that such payment was unlawful;
- K. with respect to Insuring Clause C. only:
  1. for any actual or alleged plagiarism, misappropriation, infringement or violation of copyright, patent, trademark, service mark, trade name, trade secret, trade dress, or any other intellectual property rights;
  2. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged malfunction of any product or failure of any product to perform in any manner as a result of any defect, deficiency, inadequacy or dangerous condition in such product or in its design or manufacture;

3. for actual or alleged breach of written contract, agreement, warranty, or guarantee where such **Claim** is brought by or on behalf of a party to or beneficiary of such contract, agreement, warranty, or guarantee except to the extent that the **Insured** would have been liable in the absence of such contract, agreement warranty, or guarantee;
4. for the liability of others assumed by the **Insured Organization** under any contract or agreement, oral or written, except to the extent that the **Insured** would have been liable in the absence of such contract or agreement;
5. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving actual or alleged breach of duty, neglect, error, misstatement, misleading statement, act or omission in connection with the rendering of, or actual or alleged failure to render, professional services by or on behalf of the **Insured Organization** for the benefit of any other entity or person; or
6. by, on behalf of, or at the direction of any employee of or applicant for employment with the **Insured Organization** including without limitation any leased employee, seasonal employee or volunteer; provided that this exclusion shall not apply to a **Claim** brought by any such person in his or her capacity as a shareholder of the **Insured Organization**.

No **Wrongful Acts** shall be imputed to any other natural person for the purpose of determining the applicability of Exclusions I. and J.

#### IV. ADJUSTMENT

This Policy is issued and the premium computed on the basis of the information submitted to Underwriters as part of the **Application**. In the event the **Named Insured**, after the inception date of this Policy:

- a. merges with another entity such that the **Named Insured** is the surviving entity, or
- b. acquires assets of another entity or creates or acquires a **Subsidiary** whose assets exceed 25% of the total assets of the **Insured Organization** at the time of acquisition,

coverage shall be afforded for a period of ninety (90) days for any **Loss** in any way involving the assets acquired or the assets, liabilities, directors or officers of the entity acquired or merged with, or such **Subsidiary**. Coverage beyond such ninety (90) day period shall only be available if written notice of such transaction or event is given to Underwriters by the **Named Insured**; the **Named Insured** provides Underwriters with such information in connection therewith as Underwriters may deem necessary; the **Insureds** accept any special terms, conditions, exclusions or additional premium charge as may be required by Underwriters; and Underwriters, at their sole discretion, agree to provide such coverage.

#### V. ORDER OF PAYMENTS

The Underwriters shall pay **Loss** in the order in which **Loss** is incurred. If **Loss** payable under Insuring Clause I.A. and one or more of the other Insuring Clauses is incurred contemporaneously, the

Underwriters shall pay **Loss** payable under Insuring Clause I.A. The **Named Insured** may elect through its chief executive officer to decline or defer such payment under the other Insuring Clauses. The Underwriters shall have no obligation to pay **Loss** after exhaustion of the applicable Limits of Liability, regardless of whether the **Named Insured** has declined or deferred payment.

**VI. ADDITIONAL SIDE A D&O LIMIT**

If purchased as indicated in Item 4. of the Declarations, the applicable amount shown in Item 4. shall be the Additional Side A D&O Limit of Underwriters applicable only to **Claims** under Insuring Clause I.A. above, which Limit shall be separate and in addition to any other limit shown in Item 4. of the Declarations. The Additional Side A D&O Limit shall apply excess of the aggregate limit of liability applicable to the Private Organization Directors, Officers and Entity Liability Clause and all policies of insurance providing excess coverage.

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## **BEAZLEY ONE MANAGEMENT LIABILITY INSURANCE POLICY RENEWAL APPLICATION**

**NOTICE: THE POLICY FOR WHICH THIS APPLICATION IS MADE IS A CLAIMS MADE AND REPORTED POLICY SUBJECT TO ITS TERMS. THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSUREDS DURING THE POLICY PERIOD PROVIDED SUCH CLAIM IS REPORTED IN WRITING TO THE UNDERWRITERS AS SOON AS PRACTICABLE BUT IN NO EVENT LATER THAN THE END OF THE POLICY PERIOD, IN ACCORDANCE WITH THE APPLICABLE EXTENSION PERIOD, OR 60 DAYS AFTER THE POLICY PERIOD EXPIRATION DATE IN THE CASE OF A CLAIM FIRST MADE DURING THE LAST 60 DAYS OF THE POLICY PERIOD. AMOUNTS INCURRED AS DEFENSE COSTS SHALL REDUCE AND MAY EXHAUST THE APPLICABLE LIMIT(S) OF LIABILITY AND ARE SUBJECT TO THE APPLICABLE RETENTIONS. THE UNDERWRITERS HAVE NO OBLIGATION TO PAY DEFENSE COSTS OR ANY SETTLEMENTS OR JUDGMENTS ONCE THE APPLICABLE LIMIT OF LIABILITY IS EXHAUSTED. PLEASE READ THIS POLICY CAREFULLY.**

**NOTICE TO NEW YORK APPLICANTS: THE POLICY FOR WHICH THIS APPLICATION IS MADE IS A CLAIMS MADE POLICY. UPON TERMINATION OF COVERAGE FOR ANY REASON A 60-DAY AUTOMATIC EXTENSION PERIOD WILL APPLY. FOR AN ADDITIONAL PREMIUM, AN OPTIONAL EXTENSION PERIOD CAN BE PURCHASED AS INDICATED IN ITEM 7. OF THE DECLARATIONS. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY ONLY APPLIES TO CLAIMS FIRST MADE DURING THE POLICY PERIOD, THE AUTOMATIC EXTENSION PERIOD OR, IF APPLICABLE, THE OPTIONAL EXTENSION PERIOD. NO COVERAGE EXISTS FOR CLAIMS MADE AFTER THE END OF THE POLICY PERIOD AND THE AUTOMATIC EXTENSION PERIOD UNLESS, AND TO THE EXTENT, THE OPTIONAL EXTENSION PERIOD APPLIES. NO COVERAGE WILL EXIST AFTER THE EXPIRATION OF THE AUTOMATIC EXTENSION PERIOD OR, IF PURCHASED, THE OPTIONAL EXTENSION PERIOD, WHICH MAY RESULT IN A POTENTIAL COVERAGE GAP IF PRIOR ACTS COVERAGE IS NOT SUBSEQUENTLY PROVIDED BY ANOTHER INSURER. DURING THE FIRST SEVERAL YEARS OF A CLAIMS-MADE RELATIONSHIP, CLAIMS-MADE RATES ARE COMPARATIVELY LOWER THAN OCCURRENCE RATES, AND THE INSURED CAN EXPECT SUBSTANTIAL ANNUAL PREMIUM INCREASES, INDEPENDENT OF OVERALL RATE INCREASES, UNTIL THE CLAIMS-MADE RELATIONSHIP REACHES MATURITY. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS SHALL BE REDUCED AND MAY BE EXHAUSTED BY DEFENSE COSTS AND DEFENSE COSTS SHALL BE APPLIED TO THE RETENTION. THE UNDERWRITERS ARE NOT OBLIGATED TO PAY ANY LOSS AFTER THE LIMIT OF LIABILITY HAS BEEN EXHAUSTED BY PAYMENT OF LOSS. PLEASE READ THIS POLICY CAREFULLY.**

**NOTICE TO MINNESOTA APPLICANTS: THE POLICY FOR WHICH THIS APPLICATION IS MADE IS A CLAIMS MADE AND REPORTED POLICY SUBJECT TO ITS TERMS. THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSUREDS DURING THE POLICY PERIOD PROVIDED SUCH CLAIM IS REPORTED TO THE UNDERWRITERS OR THE UNDERWRITERS' AGENT OR BROKER AS SOON AS PRACTICABLE BUT IN NO EVENT LATER THAN THE END OF THE POLICY PERIOD, IN ACCORDANCE WITH THE OPTIONAL EXTENSION PERIOD, OR 60 DAYS AFTER THE POLICY PERIOD EXPIRATION DATE IN THE CASE OF A CLAIM FIRST MADE DURING THE LAST 60 DAYS OF THE POLICY PERIOD. THIS MEANS THAT ONLY CLAIMS ACTUALLY MADE DURING THE POLICY PERIOD ARE COVERED UNLESS COVERAGE FOR AN OPTIONAL EXTENSION PERIOD IS PURCHASED. IF AN OPTIONAL EXTENSION PERIOD IS NOT MADE AVAILABLE TO YOU, YOU RISK HAVING GAPS IN COVERAGE WHEN SWITCHING FROM ONE COMPANY TO ANOTHER. MOREOVER, EVEN IF SUCH A REPORTING PERIOD IS MADE AVAILABLE TO YOU, YOU MAY STILL BE PERSONALLY LIABLE FOR CLAIMS REPORTED AFTER THE PERIOD EXPIRES. CLAIMS MADE POLICIES MAY NOT PROVIDE COVERAGE FOR WRONGFUL ACTS COMMITTED BEFORE A FIXED RETROACTIVE DATE. RATES FOR CLAIMS MADE POLICIES ARE DISCOUNTED IN THE EARLY YEARS OF A POLICY, BUT INCREASE STEADILY OVER TIME. AMOUNTS INCURRED AS DEFENSE COSTS SHALL REDUCE AND MAY EXHAUST THE APPLICABLE LIMITS OF LIABILITY AND ARE SUBJECT TO THE RETENTIONS. PLEASE READ THIS POLICY CAREFULLY.**

Please fully answer all questions and submit all requested information. Terms appearing in bold face in this **Application** are defined in the Policy and have the same meaning in this **Application** as in the Policy. If you do not have a copy of the Policy, please request it from your agent or broker. This **Application**, including all materials submitted herewith, shall be held in confidence.

**ORGANIZATIONAL INFORMATION:**

**Insured Name:**

If any of the following information has changed since the inception of your current policy, please check here .

If checked please furnish the new information below:

Principal Address

City, State, Zip

Web Address

Primary Business Activity/NAICS Code (SIC Code if NAICS is unavailable)

Nature of Operations

If **Insured** is a subsidiary of another company (ies), please provide the name of the parent company (ies):

Business Organization: Corporation  Partnership  Limited Liability Corporation

**COVERAGE REQUESTED:**

If you are requesting a different limit or retention from your expiring policy please check here .

If checked, please indicate requested changes below:

1. Different Limit Requested \$ (Defense is included in the Limit)
2. Different Retention Requested \$

If you are requesting coverage in addition to your expiring policy, please check here .

If checked, please indicate additional coverages for which you are requesting coverage:

Directors & Officers Liability  Employment Practices Liability  Fiduciary Liability  Crime  Errors and Omissions  Technology Errors and Omissions  Architects and Engineers Errors and Omissions

**UNDERWRITING INFORMATION:**

**A. Private Company Directors and Officers Liability:**

1. Total Assets:
2. Total Revenue
3. Total Net Income:
4. Has a new shareholder acquired 10% or more interest in the **Insured's** company without having Board of Directors representation?  Yes  No
5. Have the **Insureds** been involved in any mergers or acquisitions during the past 12 months, or anticipate any mergers or acquisitions over the next 12 months?  Yes  No

***If yes was answered for any question above, please provide details on a separate sheet.***

**B. Employment Practices Liability:**

1. Total number of **Employees** currently employed by the **Insured**, including all **Subsidiaries** and all leased and seasonal employees and independent contractors:  
 Full Time:                      Part Time:                      Total:
2. **Employee** turnover rate for the most recent year:  
 Terminated (involuntarily):                      Resigned (voluntarily):                      Layoffs:

**Please provide details of lay offs including number of employees impacted and whether additional lay offs are anticipated.**

**C. Fiduciary Liability**

1. Insured Plans: Please either attach the most recent Form 5500 or provide the following information for all retirement **Plans** for which coverage is requested:

| <u>Plan Name</u> | <u>Total Assets</u> | <u>Number of Participants</u> | <u>Type of Plan*</u> |
|------------------|---------------------|-------------------------------|----------------------|
|                  |                     |                               |                      |
|                  |                     |                               |                      |
|                  |                     |                               |                      |

(List any additional **Plans** on an attachment.)

\*W = Welfare Benefit, DC = Defined Contribution, DB = Defined Benefit, ESOP= Employee Stock ownership Plan, O = Other

2. Plan Changes:
  - a. Since the last renewal, have there been, or is there now under consideration, any merger, termination, amendment, acquisition, restructuring or consolidation of any Plan or creation of a new Plan?  
 Yes  No  
 If Yes, attach complete details
  - b. Since the last renewal, has any Plan:
    - i. filed for exemption from a prohibited transaction?  Yes  No
    - ii. received an adverse opinion as to its financial condition?  Yes  No
    - iii. been the subject of any review or investigation by the DOL, or IRS or experienced an event reportable to the PBGC?  Yes  No
    - iv. fallen out of compliance with ERISA?  Yes  No
    - v. experienced a change in investment options or investment advisor?  Yes  No
  - c. Does any Plan currently have any delinquent plan contributions or declared any loans, leases or debt obligations in default or uncollectible?  Yes  No

***If yes was answered for any question above, please provide details on a separate sheet.***

**ATTACHMENTS:**

Attach the following materials regarding the **Insured**:

1. Latest audited financial statement;
2. Latest interim financial statement;
3. Copies of any registration statements filed with the SEC or any private placement memorandums within the last twelve (12) months.  Check if N/A

The undersigned declares that the statements set forth herein are true. For New Hampshire Applicants, the foregoing statement is limited to the best of the undersigned's knowledge, after reasonable inquiry. The undersigned agrees that if the information supplied on this Application changes between the date of this Application and the effective date of the insurance, he/she will, in order for the information to be accurate on the effective date of the insurance, immediately notify the Underwriters of such changes, and the Underwriters may withdraw or modify any outstanding quotations or authorizations or agreements to bind the insurance.

Signing of this Application does not bind the Applicant or the Underwriters to complete the insurance, but it is represented that the statements contained in this Application and the materials submitted herewith are the basis of the contract should a policy be issued and have been relied upon by the Underwriters in issuing any policy. The Underwriters are authorized to make any investigation and inquiry in connection with this application as it deems necessary.

All written statements and materials furnished to the Underwriters in conjunction with this Application are hereby incorporated by reference into this Application and made a part hereof. This Application and materials submitted with it shall be retained on file with the Underwriters and shall be deemed attached to and become part of the policy if issued. For Applicants in Utah and Wisconsin, this Application and the materials submitted with it shall become part of the policy, if issued, if attached to the policy at issuance.

**WARNING**

|  |
|--|
| <p><b>ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT (S)HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT MAY BE GUILTY OF INSURANCE FRAUD.</b></p> |
|--|

**NOTICE TO COLORADO APPLICANTS:** IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, AND DENIAL OF INSURANCE AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES.

**NOTICE TO FLORIDA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY IN THE THIRD DEGREE.

**NOTICE TO MAINE, TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE

COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

**NOTICE TO OKLAHOMA APPLICANTS:** ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

**NOTICE TO PENNSYLVANIA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

**NOTICE TO NEW YORK AND KENTUCKY APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIMS CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

Signed: \_\_\_\_\_  
Must be signed by Chief Executive Officer, President or other authorized Executive of Applicant

Date: \_\_\_\_\_  
(Day) (Month) (Year)

If this **Application** is completed in Florida, please provide the Insurance Agent's name and license number as designated. If this **Application** is completed in Iowa, please provide the Insurance Agent's name only.

\_\_\_\_\_  
Name of Insurance Agent License Identification No.  
\_\_\_\_\_  
Authorized Representative

If this **Application** is completed in Wisconsin, please note the following:

- If this Policy is cancelled by the **Named Insured**, the Underwriters shall retain the customary short rate portion of the premium hereon. If this Policy is cancelled by the Underwriters, the Underwriters shall retain the pro rata portion of the premium hereon. Payment or tender of any unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of cancellation.
- As a condition precedent to the right to purchase the **Optional Extension Period**, the total premium for this Policy must have been paid. The right to purchase the **Optional Extension Period** shall terminate unless written notice together with full payment of the premium for the **Optional Extension Period** is given to the Underwriters within thirty (30) days after the effective date of cancellation or nonrenewal. If such notice and premium payment is not so given to the Underwriters, there shall be no right to purchase the **Optional Extension Period**.
- In the event of the purchase of the **Optional Extension Period**, the entire premium for the **Optional Extension Period** shall be deemed earned at its commencement.

# <BEAZLEY NAME LOGO>

## **EMPLOYMENT PRACTICES LIABILITY INSURANCE RENEWAL APPLICATION**

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**NOTICE TO NEW YORK APPLICANTS: THE POLICY FOR WHICH THIS APPLICATION IS MADE IS A CLAIMS MADE POLICY. UPON TERMINATION OF COVERAGE FOR ANY REASON A 60-DAY AUTOMATIC EXTENSION PERIOD WILL APPLY. FOR AN ADDITIONAL PREMIUM, AN OPTIONAL EXTENSION PERIOD CAN BE PURCHASED AS INDICATED IN ITEM 7. OF THE DECLARATIONS. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY ONLY APPLIES TO CLAIMS FIRST MADE DURING THE POLICY PERIOD, THE AUTOMATIC EXTENSION PERIOD OR, IF APPLICABLE, THE OPTIONAL EXTENSION PERIOD. NO COVERAGE EXISTS FOR CLAIMS MADE AFTER THE END OF THE POLICY PERIOD AND THE AUTOMATIC EXTENSION PERIOD UNLESS, AND TO THE EXTENT, THE OPTIONAL EXTENSION PERIOD APPLIES. NO COVERAGE WILL EXIST AFTER THE EXPIRATION OF THE AUTOMATIC EXTENSION PERIOD OR, IF PURCHASED, THE OPTIONAL EXTENSION PERIOD, WHICH MAY RESULT IN A POTENTIAL COVERAGE GAP IF PRIOR ACTS COVERAGE IS NOT SUBSEQUENTLY PROVIDED BY ANOTHER INSURER. DURING THE FIRST SEVERAL YEARS OF A CLAIMS-MADE RELATIONSHIP, CLAIMS-MADE RATES ARE COMPARATIVELY LOWER THAN OCCURRENCE RATES, AND THE INSURED CAN EXPECT SUBSTANTIAL ANNUAL PREMIUM INCREASES, INDEPENDENT OF OVERALL RATE INCREASES, UNTIL THE CLAIMS-MADE RELATIONSHIP REACHES MATURITY. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS SHALL BE REDUCED AND MAY BE EXHAUSTED BY DEFENSE COSTS AND DEFENSE COSTS SHALL BE APPLIED TO THE RETENTION. THE UNDERWRITERS ARE NOT OBLIGATED TO PAY ANY LOSS AFTER THE LIMIT OF LIABILITY HAS BEEN EXHAUSTED BY PAYMENT OF LOSS. PLEASE READ THIS POLICY CAREFULLY.**

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Please fully answer all questions and submit all requested information. Terms appearing in bold face in this **Application** are defined in the Policy and have the same meaning in this **Application** as in the Policy. If you do not have a copy of the Policy, please request it from your agent or broker.

**ORGANIZATIONAL INFORMATION:**

**Insured Name:**

If any of the following information has changed since the inception of your current policy, please check here .  
If checked please furnish the new information below:

Principal Address

City, State, Zip

Web Address

Primary Business Activity/NAICS Code (SIC Code if NAICS is unavailable)

Nature of Operations

If **Insured** is a subsidiary of another company (ies), please provide the name of the parent company (ies):

Business Organization: Corporation  Partnership  Limited Liability Corporation

**COVERAGE REQUESTED:**

If you are requesting a different limit or retention from your expiring policy please check here .

If checked, please indicate requested changes below:

1. Different Limit Requested \$ (Defense is included in the Limit)
2. Different Retention Requested \$

If you are requesting coverage in addition to your expiring policy, please check here .

If checked, please indicate additional coverages for which you are requesting coverage:

Directors & Officers Liability  Employment Practices Liability  Fiduciary Liability  Crime  Errors and Omissions  Technology Errors and Omissions  Architects and Engineers Errors and Omissions

**A. Employment Practices Liability:**

1. Total number of **Employees** currently employed by the **Insured**, including all **Subsidiaries** and all leased and seasonal employees and independent contractors:  
Full Time:                      Part Time:                      Total:
2. **Employee** turnover rate for the most recent year:  
Terminated (involuntarily):                      Resigned (voluntarily):                      Layoffs:

**Please provide details of lay offs including number of employees impacted and whether additional lay offs are anticipated.**

The undersigned declares that the statements set forth herein are true. For New Hampshire Applicants, the foregoing statement is limited to the best of the undersigned's knowledge, after reasonable inquiry.. The undersigned agrees that if the information supplied on this Application changes between the date of this Application and the effective date of the insurance, he/she will, in order for the information to be accurate on the effective date of the insurance, immediately notify the Underwriters of such changes, and the Underwriters may withdraw or modify any outstanding quotations or authorizations or agreements to bind the insurance.

Signing of this Application does not bind the Applicant or the Underwriters to complete the insurance, but it is represented that the statements contained in this Application and the materials submitted herewith are the basis of the contract should a policy be issued and have been relied upon by the Underwriters in issuing any policy. The Underwriters are authorized to make any investigation and inquiry in connection with this Application as it deems necessary.

All written statements and materials furnished to the Underwriters in conjunction with this Application are hereby incorporated by reference into this Application and made a part hereof. This Application and materials submitted with it shall be retained on file with the Underwriters and shall be deemed attached to and become part of the policy if issued. For Applicants in Utah and Wisconsin, this Application and the materials submitted with it shall become part of the policy, if issued, if attached to the policy at issuance.

### **WARNING**

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THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

Signed: \_\_\_\_\_  
Must be signed by Chief Executive Officer, President or other authorized Executive of Applicant

Date: \_\_\_\_\_  
(Day) (Month) (Year)

If this **Application** is completed in Florida, please provide the Insurance Agent's name and license number as designated. If this **Application** is completed in Iowa, please provide the Insurance Agent's name only.

\_\_\_\_\_  
Name of Insurance Agent

\_\_\_\_\_  
License Identification No.

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

If this **Application** is completed in Wisconsin, please note the following:

- If this Policy is cancelled by the **Parent Company**, the Insurer shall retain the customary short rate portion of the premium hereon. If this Policy is cancelled by the Insurer, the Insurer shall retain the pro rata portion of the premium hereon. Payment or tender of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of cancellation.
- As a condition precedent to the right to purchase the **Optional Extension Period**, the total premium for this Policy must have been paid. The right to purchase the **Optional Extension Period** shall terminate unless written notice together with full payment of the premium for the **Optional Extension Period** is given to the Insurer within thirty (30) days after the effective date of cancellation or nonrenewal. If such notice and premium payment is not so given to the Insurer, there shall be no right to purchase the **Optional Extension Period**.
- In the event of the purchase of the **Optional Extension Period**, the entire premium for the **Optional Extension Period** shall be deemed earned at its commencement.

## <BEAZLEY NAME LOGO>

### PRIVACY EXTENSION SUPPLEMENTAL APPLICATION

**NOTICE: THE POLICY FOR WHICH THIS APPLICATION IS MADE IS A CLAIMS MADE AND REPORTED POLICY SUBJECT TO ITS TERMS. THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE OPTIONAL EXTENSION PERIOD, PROVIDED SUCH CLAIM IS REPORTED IN WRITING TO THE UNDERWRITERS AS SOON AS PRACTICABLE BUT IN NO EVENT LATER THAN THE END OF THE POLICY PERIOD, IN ACCORDANCE WITH THE REQUIREMENTS OF THE OPTIONAL EXTENSION PERIOD, OR 60 DAYS AFTER THE POLICY PERIOD EXPIRATION DATE IN THE CASE OF A CLAIM FIRST MADE DURING THE LAST 60 DAYS OF THE POLICY PERIOD. AMOUNTS INCURRED AS DEFENSE COSTS SHALL REDUCE AND MAY EXHAUST THE APPLICABLE LIMITS OF LIABILITY AND ARE SUBJECT TO THE APPLICABLE RETENTIONS. THE UNDERWRITERS HAVE NO OBLIGATION TO PAY DEFENSE COSTS OR ANY SETTLEMENTS OR JUDGMENTS ONCE THE APPLICABLE LIMIT OF LIABILITY IS EXHAUSTED. PLEASE READ THIS POLICY CAREFULLY.**

**NOTICE TO NEW YORK APPLICANTS: THE POLICY FOR WHICH THIS APPLICATION IS MADE, IS A CLAIMS MADE POLICY. UPON TERMINATION OF COVERAGE FOR ANY REASON, A 60-DAY AUTOMATIC EXTENSION PERIOD WILL APPLY. FOR AN ADDITIONAL PREMIUM, AN OPTIONAL EXTENSION PERIOD CAN BE PURCHASED AS INDICATED IN ITEM 7. OF THE DECLARATIONS. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY ONLY APPLIES TO CLAIMS FIRST MADE DURING THE POLICY PERIOD, THE AUTOMATIC EXTENSION PERIOD OR, IF APPLICABLE, THE OPTIONAL EXTENSION PERIOD. NO COVERAGE EXISTS FOR CLAIMS MADE AFTER THE END OF THE POLICY PERIOD AND THE AUTOMATIC EXTENSION PERIOD UNLESS, AND TO THE EXTENT, THE OPTIONAL EXTENSION PERIOD APPLIES. NO COVERAGE WILL EXIST AFTER THE EXPIRATION OF THE AUTOMATIC EXTENSION PERIOD OR, IF PURCHASED, THE OPTIONAL EXTENSION PERIOD, WHICH MAY RESULT IN A POTENTIAL COVERAGE GAP IF PRIOR ACTS COVERAGE IS NOT SUBSEQUENTLY PROVIDED BY ANOTHER INSURER. DURING THE FIRST SEVERAL YEARS OF A CLAIMS-MADE RELATIONSHIP, CLAIMS-MADE RATES ARE COMPARATIVELY LOWER THAN OCCURRENCE RATES, AND THE INSURED CAN EXPECT SUBSTANTIAL ANNUAL PREMIUM INCREASES, INDEPENDENT OF OVERALL RATE INCREASES, UNTIL THE CLAIMS-MADE RELATIONSHIP REACHES MATURITY. THE UNDERWRITERS ARE NOT OBLIGATED TO PAY ANY LOSS AFTER THE LIMIT OF LIABILITY HAS BEEN EXHAUSTED BY PAYMENT OF LOSS. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS SHALL BE REDUCED AND MAY BE EXHAUSTED BY DEFENSE COSTS AND DEFENSE COSTS SHALL BE APPLIED TO THE RETENTION. THE UNDERWRITERS HAVE NO OBLIGATION TO PAY DEFENSE COSTS OR ANY SETTLEMENTS OR JUDGMENTS ONCE THE APPLICABLE LIMIT OF LIABILITY IS EXHAUSTED. PLEASE READ THIS POLICY CAREFULLY.**

**NOTICE TO MINNESOTA APPLICANTS: THE POLICY FOR WHICH THIS APPLICATION IS MADE IS A CLAIMS MADE AND REPORTED POLICY SUBJECT TO ITS TERMS. THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD PROVIDED SUCH CLAIM IS REPORTED TO THE UNDERWRITERS OR THE UNDERWRITERS' AGENT OR BROKER AS SOON AS PRACTICABLE BUT IN NO EVENT LATER THAN THE END OF THE POLICY PERIOD, IN ACCORDANCE WITH THE REQUIREMENTS OF THE APPLICABLE EXTENSION PERIOD, OR 60 DAYS AFTER THE POLICY PERIOD EXPIRATION DATE IN THE CASE OF A CLAIM FIRST MADE DURING THE LAST 60 DAYS OF THE POLICY PERIOD. THIS MEANS THAT ONLY CLAIMS ACTUALLY MADE DURING THE POLICY PERIOD ARE COVERED UNLESS COVERAGE FOR AN OPTIONAL EXTENSION PERIOD IS PURCHASED. IF AN OPTIONAL EXTENSION PERIOD IS NOT MADE AVAILABLE TO YOU, YOU RISK HAVING GAPS IN COVERAGE WHEN SWITCHING FROM ONE COMPANY TO ANOTHER. MOREOVER, EVEN IF SUCH A REPORTING PERIOD IS MADE AVAILABLE TO YOU, YOU MAY STILL BE PERSONALLY LIABLE FOR CLAIMS REPORTED AFTER THE PERIOD EXPIRES. CLAIMS MADE POLICIES MAY NOT PROVIDE COVERAGE FOR WRONGFUL ACTS COMMITTED BEFORE A FIXED RETROACTIVE DATE. RATES FOR CLAIMS MADE POLICIES ARE DISCOUNTED IN THE EARLY YEARS OF A POLICY, BUT INCREASE STEADILY OVER TIME. AMOUNTS INCURRED AS DEFENSE COSTS SHALL REDUCE AND MAY EXHAUST**

**THE APPLICABLE LIMITS OF LIABILITY AND ARE SUBJECT TO THE RETENTIONS. PLEASE READ THIS POLICY CAREFULLY.**

1. Do you restrict employee access to employees' personal information such as social security numbers, account information and health care information?

Yes      No

2. Are you aware of any actual or alleged fact, circumstance, situation, error or omission or issue which might give rise to a claim against you for invasion or interference with rights of privacy, wrongful disclosure or personal information, or which might otherwise result in a claim against you with regard to the insurance sought? If yes, please give details.

Yes      No

Details:

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The undersigned is authorized by the Applicant and declares that the statements set forth herein are true. For New Hampshire Applicants, the foregoing statement is limited to the best of the undersigned's knowledge, after reasonable inquiry. The undersigned agrees that if the information supplied on this application changes between the date of this Application and the effective date of the insurance, he/she will, in order for the information to be accurate on the effective date of the insurance, immediately notify the Underwriters of such changes, and the Underwriters may withdraw or modify any outstanding quotations or authorizations or agreements to bind the insurance.

Signing of this Application does not bind the Applicant or the Underwriters to complete the insurance, but it is represented that the statements contained in this Application and the materials submitted herewith are the basis of the contract should a policy be issued, and have been relied upon by the Underwriters in issuing any policy. The Underwriters are authorized to make any investigation and inquiry in connection with this application as it deems necessary.

All written statements and materials furnished to the Underwriters in conjunction with this Application are hereby incorporated by reference into this Application and made a part hereof. This Application and the materials submitted with it shall be retained on file with the Underwriters and shall be deemed attached to and become part of the policy if issued. For Utah or Wisconsin Applicants, such Application and materials are part of the policy, if issued, only if attached at issuance.

**WARNING**

**ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT (S)HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT MAY BE GUILTY OF INSURANCE FRAUD.**

**NOTICE TO COLORADO APPLICANTS:** IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, AND DENIAL OF INSURANCE AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES.

**NOTICE TO FLORIDA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY IN THE THIRD DEGREE.

**NOTICE TO MAINE, TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

**NOTICE TO OKLAHOMA APPLICANTS:** ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

**NOTICE TO PENNSYLVANIA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

**NOTICE TO NEW YORK AND KENTUCKY APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIMS CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

Signed: \_\_\_\_\_  
Must be signed by Chief Executive Officer, President or other authorized Executive of Applicant

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_  
(Day) (Month) (Year)

If this **Application** is completed in Florida, please provide the Insurance Agent's name and license number as designated. If this **Application** is completed in Iowa, please provide the Insurance Agent's name only.

\_\_\_\_\_  
Name of Insurance Agent License Identification No.

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

If this **Application** is completed in Wisconsin, please note the following:

- If this Policy is cancelled by the **Named Insured**, the Underwriters shall retain the customary short rate portion of the premium hereon. If this Policy is cancelled by the Underwriters, the Underwriters shall retain the pro rata portion of the premium hereon. Payment or tender of any unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of cancellation.

- *As a condition precedent to the right to purchase the **Optional Extension Period**, the total premium for this Policy must have been paid. The right to purchase the **Optional Extension Period** shall terminate unless written notice together with full payment of the premium for the **Optional Extension Period** is given to the Underwriters within thirty (30) days after the effective date of cancellation or nonrenewal. If such notice and premium payment is not so given to the Underwriters, there shall be no right to purchase the **Optional Extension Period**.*
- *In the event of the purchase of the **Optional Extension Period**, the entire premium for the **Optional Extension Period** shall be deemed earned at its commencement.*

Effective date of this Endorsement: <Effective Date>  
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
Insurer: <Insurer>

**CANCELLATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**<Product Name> POLICY**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that this policy is cancelled effective <Effective Date>

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**  
**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>**  
**Insurer: <Insurer>**

**ADD/DELETE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

<Policy Name>

In consideration of the <Addtl or Return Premium>premium of <Premium>it is hereby understood and agreed that the following endorsement(s) is <Added (to)/Deleted (from)> the Policy:

<Endorsement Title>    <Endorsement Edition Number>

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

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

**RELIANCE ON ANOTHER INSURANCE COMPANY'S APPLICATION**

This endorsement modifies insurance provided under the Policy referenced above.

<PRODUCTNAME>

In consideration of the premium charged for this Policy, it is hereby understood and agreed that the Insurer has relied upon the statements in the following application(s):

<Application Title>  
<Application Title 2>

including materials attached thereto, completed by the entity designated in Item 1 of the Declarations and such application is made a part of this insurance Policy and operates as the Insurer's own **Application**.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

Effective date of this Endorsement: <Effective Date>  
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
Insurer: <Insurer>

**ANTI-STACKING ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**<POLICY TITLE>**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that notwithstanding anything to the contrary contained in this Policy, in the event a **Claim** triggers coverage under this Policy and under any other policy issued by the Insurer, the Insurer's liability under this Policy and such other policy combined shall not exceed the amount of the largest of the applicable Limits of Liability.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>**

**Insurer: <Insurer>**

**AMEND POLICY NUMBER ON DECLARATIONS PAGE**

This endorsement modifies insurance provided under the following:

**<POLICY TITLE>**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the policy number as it appears on the Declarations is deleted and replaced with the following:

Policy No.: **<Policy Number>**

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**  
**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>**  
**Insurer: <Insurer>**

**WAR AND CIVIL WAR EXCLUSION**

This endorsement modifies insurance provided under the following:

**<PRODUCT NAME>**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that notwithstanding anything to the contrary contained herein this Policy does not cover loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

All other terms and conditions of this Policy remain unchanged.

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

**Effective date of this Endorsement: <Effective Date>**  
**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>**  
**Insurer: <Insurer>**

**TERRORISM EXCLUSION**

This endorsement modifies insurance provided under the following:

**<POLICY NAME>**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, including without limitation, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the foregoing.

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

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

**Effective date of this Endorsement: <Effective Date>**  
**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>**  
**Insurer: <Insurer>**

### **NUCLEAR EXCLUSION**

This endorsement modifies insurance provided under the following:

#### **<Product Name>**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that this Policy does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
  - (a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
  - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

- IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel

component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means:

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

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

**INCONSISTENCY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

<Product Name>

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the regulatory requirements set forth in any state Amendatory Endorsement shall supersede and take precedence over any provisions of this Policy or any endorsement to this Policy, whenever added, that are inconsistent with or contrary to the provisions of such Amendatory Endorsement, unless such Policy or endorsement provisions comply with the applicable insurance laws of this state.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

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

**ADD/DELETE ENDORSEMENT WITHOUT ADDITIONAL RETURN PREMIUM**

This endorsement modifies insurance provided under the following:

<Policy Name>

It is hereby understood and agreed that the following endorsement(s) is <Added (to)/Deleted (from)> the Policy:

<Endorsement Title>

<Endorsement Edition Number>

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Authorized Representative

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

**AMEND INSURED TO INCLUDE SCHEDULED PERSON OR ENTITY AS CO-DEFENDANT  
(VICARIOUS LIABILITY ONLY)**

This endorsement modifies insurance provided under the following:

<bookmark>

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause I. **DEFINITIONS C. "Insured Organization"** of the **POLICY TERMS AND CONDITIONS** is amended to include the person(s) or entity(ies) scheduled below (each an "Additional Insured"), but only:

1. during such time that such Additional Insured is a co-defendant together with any other **Insured** other than an Additional Insured; and
2. for **Wrongful Acts** of any other **Insured** other than an Additional Insured.

**Person(s) or Entity(ies)**

**<Additional Insured(s)>**

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

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

**AMEND "PLAN" DEFINITION TO INCLUDE SPECIFIED ESOPS**

This endorsement modifies insurance provided under the following:

**FIDUCIARY LIABILITY INSURANCE CLAUSE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause II. **DEFINITIONS** O. "Plan" of the **FIDUCIARY LIABILITY CLAUSE** is amended by the addition of the following:

"Plan" also means any **ESOP** designated below:

<Response>

All other terms and conditions of this Policy remain unchanged.

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

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

**AMEND SETTLEMENT AND DEFENSE CLAUSE**

This endorsement modifies insurance provided under the following:

<Bookmark>

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

- (2) 80% of any **Loss** incurred after the date such settlement or compromise was proposed to the **Insureds** with the remaining 20% of such **Loss** to be borne by the **Insureds** at their own risk and uninsured or the applicable limit of liability whichever is less.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

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

**ANTITRUST ENDORSEMENT – ENTITY ONLY**

This endorsement modifies insurance provided under the following:

**PRIVATE ORGANIZATION DIRECTORS, OFFICERS AND ENTITY LIABILITY CLAUSE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the Underwriters shall not be liable to make any payment for **Loss** in connection with or resulting from any **Claim** made against the **Insured Organization** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving charges of price fixing, restraint of trade, monopolization or unfair trade, or any actual or alleged violations of:

1. the Federal Trade Commission Act, the Sherman Antitrust Act, the Clayton Act, or any other federal statutory provision involving antitrust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade activities;
2. any rules or regulations promulgated under or in connection with such statutes described in 1. above; or
3. any similar provision of any federal, state, or local or foreign statutory law or common law.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

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

**ANTITRUST EXCLUSION**

This endorsement modifies insurance provided under the following:

**PRIVATE ORGANIZATION DIRECTORS, OFFICERS AND ENTITY LIABILITY CLAUSE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the Underwriters shall not be liable to make any payment for **Loss** in connection with or resulting from any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving charges of price fixing, restraint of trade, monopolization or unfair trade, or any actual or alleged violations of:

1. the Federal Trade Commission Act, the Sherman Antitrust Act, the Clayton Act, or any other federal statutory provision involving antitrust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade activities;
2. any rules or regulations promulgated under or in connection with such statutes described in 1. above; or
3. any similar provision of any federal, state, or local or foreign statutory law or common law.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

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

**BROAD MEDIA ACTIVITIES EXCLUSION**

This endorsement modifies insurance provided under the following:

<Bookmark>

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the Underwriters shall not be liable to make any payment for **Loss** in connection with or resulting from any **Claim** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the display, broadcast, dissemination, distribution or release of information in the form of words, sounds, numbers, images or graphics in electronic, print or broadcast form, to the public by the **Insured Organization**.

All other terms and conditions of this Policy remain unchanged.

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

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

**CANCELLATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

<Bookmark>

It is hereby understood and agreed that in accordance with Clause **X. GENERAL CONDITIONS C. Cancellation**, of the **POLICY TERMS AND CONDITIONS** this Policy is cancelled effective <Cancellation Effective Date> at 12:01 a.m. Local Time at the Principal Address stated in Item 1. of the Declarations.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

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

**CLAIM REPORTING AND SETTLEMENT THRESHOLD**

This endorsement modifies insurance provided under the following:

<bookmark>

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

1. Solely with respect to any **Claim** (other than a **Claim** brought by or on behalf of a class of plaintiffs whether certified as such or not) for as long as the **Insureds** reasonably believes **Loss** plus **Defense Costs** resulting from such **Claim** will not exceed 50% of the Retention, the **Insureds** shall not be required to provide notice of such **Claim** to the Underwriters pursuant to the terms of the Policy except as set forth in paragraph 2. below.
2. With respect to any **Claim** to which paragraph 1. above applies, the **Insureds** will report such **Claims** with current details to the Underwriters on a semi-annual basis during the **Policy Period** 6 months after inception and with the renewal application.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

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

**COMPANY SECURITIES EXCLUSION**

This endorsement modifies insurance provided under the following:

**FIDUCIARY LIABILITY INSURANCE CLAUSE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause **III. EXCLUSIONS** of the **FIDUCIARY LIABILITY CLAUSE** is amended by the addition of the following:

based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the **Insured Organization's** securities.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

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

**CONVERT POLICY TO RUN-OFF ENDORSEMENT**

This endorsement modifies insurance provided under the following:

<Bookmark>

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

1. Item 2. of the Declarations is deleted and replaced with the following:

Item 2. **Policy Period**

From:<New Effective Date>

To:<New Expiration Date>

Both dates at 12:01 a.m. Local Time at the Principal Address stated in Item 1.

2. The Underwriters shall not be liable to make any payment for **Loss** in connection with or resulting from any **Claim** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any **Wrongful Act** committed or allegedly committed after **<Cutoff Date>**.
3. Clause **IX. NOTIFICATION B.** of the **POLICY TERMS AND CONDITIONS** is deleted.
4. Clause **X. GENERAL CONDITIONS C.1.** and **C.3.** of the **POLICY TERMS AND CONDITIONS** are deleted. The premium for this policy is deemed fully earned.
5. Clause **XI. OPTIONAL EXTENSION PERIOD** of the **POLICY TERMS AND CONDITIONS** is deleted.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

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

**DELETION OF ENTITY COVERAGE**

This endorsement modifies insurance provided under the following:

**PRIVATE ORGANIZATION DIRECTORS, OFFICERS AND ENTITY LIABILITY CLAUSE**

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

1. Clause I. Insuring Clauses C. and D. of the **PRIVATE ORGANIZATION DIRECTORS, OFFICERS AND ENTITY LIABILITY CLAUSE** are deleted in their entirety.
2. The Underwriters shall not be liable to make any payment for **Loss** in connection with or resulting from any **Claim** or **Derivative Demand** made against the **Insured Organization**.

All other terms and conditions of this Policy remain unchanged.

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

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

**DOWNSIZING EXCLUSION**

This endorsement modifies insurance provided under the following:

**EMPLOYMENT PRACTICES LIABILITY CLAUSE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the Underwriters shall not be liable to make any payment for **Loss** in connection with or resulting from any **Claim** brought by or on behalf of or in the name or right of any **Employee** terminated as part of reduction in force, plant, office or branch closing, consolidation, downsizing or layoff, reorganization or restructuring within sixty (60) days of such event.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

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

**PURCHASE OF OPTIONAL EXTENSION PERIOD ENDORSEMENT**

This endorsement modifies insurance provided under the following:

<Bookmark>

In consideration of an additional fully earned premium charged for the **Optional Extension Period**, it is hereby understood and agreed that the **Named Insured** has invoked the <Number of Months> month **Optional Extension Period** pursuant to Clause XI. **OPTIONAL EXTENSION PERIOD** of the **POLICY TERMS AND CONDITIONS**.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

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

**EXCLUDE CLAIMS BY SUBCONTRACTORS**

This endorsement modifies insurance provided under the following:

<Bookmark>

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the Underwriters shall not be liable to make any payment for **Loss** in connection with or resulting from any **Claim** brought by or on behalf of, or in the name or right of or at the direction of any subcontractor.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

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

**EXCLUDE CLAIMS AND WRONGFUL ACTS BY SCHEDULED PERSON OR ENTITY**

This endorsement modifies insurance provided under the following:

<bookmark>

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

1. brought by or on behalf of, or in the name or right of <ExcludedPerson1 >; or
2. involving any **Wrongful Act** by <ExcludedPerson1>.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

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

**FAMILY EXCLUSION**

This endorsement modifies insurance provided under the following:

**PRIVATE ORGANIZATION DIRECTORS, OFFICERS AND ENTITY LIABILITY CLAUSE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the Underwriters shall not be liable to make any payment for **Loss** in connection with or resulting from any **Claim** made against any **Insureds** brought by, on behalf of, with the rights of, or at the behest of, any member(s) of the <Family Name> family.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

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

**GENERAL PROFESSIONAL SERVICES EXCLUSION – ALL INSURING AGREEMENTS**

This endorsement modifies insurance provided under the following:

**PRIVATE ORGANIZATION DIRECTORS, OFFICERS AND ENTITY LIABILITY CLAUSE**

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

1. Clause **III. EXCLUSIONS** K.5. of the **PRIVATE ORGANIZATION DIRECTORS, OFFICERS AND ENTITY LIABILITY CLAUSE** is deleted.
2. The Underwriters shall not be liable to make any payment for **Loss** in connection with or resulting from any **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any **Wrongful Act** in the performance of or failure to perform professional services for others.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

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

### **HIPAA ENDORSEMENT**

This endorsement modifies insurance provided under the following:

#### **FIDUCIARY LIABILITY INSURANCE CLAUSE**

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

1. For purposes of this endorsement, the term "**HIPAA Wrongful Act**" means (a) a breach of fiduciary duty in the discharge of duties as respects any welfare plan; or (b) any **Wrongful Act** by an **Administrator**; in violation of the privacy provisions of Health Insurance Portability and Accountability Act (HIPAA).
2. Solely with respect to **Claims** for **HIPAA Wrongful Acts**:
  - a. Clause II. **DEFINITIONS** S. "**Wrongful Act**" of the **FIDUCIARY LIABILITY CLAUSE** is amended to include any **HIPAA Wrongful Act**; and
  - b. the Underwriters shall not be liable to make any payment for **Loss** or **Voluntary Compliance Fees** in connection with or resulting from any **Claim** for costs and expenses incurred or to be incurred to comply with an order, judgment or award of injunctive or equitable relief of any kind, or that portion of a settlement encompassing injunctive or other equitable relief, including but not limited to actual or anticipated costs and expenses associated with or arising from an **Insured's** obligation to comply with HIPAA.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

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

### **LABOR MANAGEMENT TRUST ENDORSEMENT**

This endorsement modifies insurance provided under the following:

#### **FIDUCIARY LIABILITY INSURANCE CLAUSE**

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

1. Clause I. **DEFINITIONS** C. "**Insured Organization**" of the **POLICY TERMS AND CONDITIONS** is deleted and replaced with the following:  
  
C. "**Insured Organization**" means the **Named Insured**.
2. Clause II. **DEFINITIONS** L. "**Insured**" of the **FIDUCIARY LIABILITY CLAUSE** is deleted and replaced with the following:  
  
L. "**Insured**" means any **Plan** and any **Insured Person**.
3. Clause II. **DEFINITIONS** M. "**Insured Person**" of the **FIDUCIARY LIABILITY CLAUSE** is deleted and replaced with the following:  
  
M. "**Insured Person**" means any one or more natural persons who are a past, present or future trustee or employee of a **Plan** in his or her capacity as such, including their estates, heirs, legal representatives or assigns in the event of their death, incapacity or bankruptcy.
4. Clause II. **DEFINITIONS** O. "**Plan**" of the **FIDUCIARY LIABILITY CLAUSE** is deleted and replaced with the following  
  
O. "**Plan**" means any trust or plan scheduled below:  
  
**<Trust or Plan>**
5. In the event of any payment under this Policy, the Underwriters shall be subrogated to the extent of such payment to all of the **Insureds'** rights of recovery, and the **Insured** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the Underwriters effectively to bring suit in the name of the **Insured**. The Underwriters shall have no right of recourse against any **Insured**, if this Policy was purchased other than with the assets of a **Plan** or trust.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

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

**MAJOR SHAREHOLDER EXCLUSION**

This endorsement modifies insurance provided under the following:

**PRIVATE ORGANIZATION DIRECTORS, OFFICERS AND ENTITY LIABILITY CLAUSE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the Underwriters shall not be liable to make any payment for **Loss** in connection with or resulting from any **Claim** brought by or at the behest of any person or entity who, at the time the **Claim** is first made owns or controls, directly or indirectly **<Ownership Threshold (percentage)>** or more of the outstanding securities representing the present right to vote for the directors of the **Insured Organization**.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

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

**MEDICAL MALPRACTICE EXCLUSION**

This endorsement modifies insurance provided under the following:

<Bookmark>

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the Underwriters shall not be liable to make any payment for **Loss** in connection with or resulting from any **Claim** alleging, arising out of, based upon or attributable to medical malpractice including, but not limited to, the rendering of or a failure to render medical professional services, treatment or advice.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

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

**NON-AGGREGATION OF LIMITS FOR ESOP CLAIMS**

This endorsement modifies insurance provided under the following:

<Bookmark>

In consideration of the premium charged for the Policy, it is hereby understood and agreed that if any **Claim** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any **Wrongful Act** in connection with an employee stock option purchase plan sponsored by the **Insured** gives rise to an obligation under more than one Clause of this Policy, the Underwriters' maximum aggregate limit of liability under all such coverage for all **Loss** from such **Claim** shall not exceed the greater of the limit of liability under any applicable Clause.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

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

**AMEND CANCELLATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

<bookmark>

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause **X. GENERAL CONDITIONS C. 2.** of the **POLICY TERMS AND CONDITIONS** is deleted and replaced with the following:

2. The Underwriters may cancel this Policy for non payment of premium by mailing to the **Named Insured** written notice stating when, not less than ten (10) days thereafter such cancellation shall be effective. For any other reason besides the non payment of premium, the Underwriters may cancel this policy by mailing to the **Named Insured** written notice stating when, not less than sixty (60) days thereafter such cancellation shall be effective. The notice of cancellation shall state the reason for such cancellation. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice by the Underwriters shall be equivalent to mailing.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

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

**PRODUCT LIABILITY EXCLUSION (ALL INSURING AGREEMENTS)**

This endorsement modifies insurance provided under the following:

**PRIVATE ORGANIZATION DIRECTORS, OFFICERS AND ENTITY LIABILITY CLAUSE**

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

1. Clause III. Exclusions K.2. of the **PRIVATE ORGANIZATION DIRECTORS, OFFICERS AND ENTITY LIABILITY CLAUSE** is deleted.
2. The Underwriters shall not be liable to make any payment for **Loss** in connection with or resulting from any **Claim** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged malfunction of any product or failure of any product to perform in any manner as a result of any defect, deficiency, inadequacy or dangerous condition in such product or in its design or manufacture.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

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

**PURCHASE OF OPTIONAL EXTENSION PERIOD ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**MANAGEMENT LIABILITY INSURANCE POLICY**

In consideration of an additional fully earned premium charged for the **Optional Extension Period**, it is hereby understood and agreed that the Parent Company has invoked the <Number of Months> month **Optional Extension Period** pursuant to Clause XI. **OPTIONAL EXTENSION PERIOD** of the **POLICY TERMS AND CONDITIONS**.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

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

**REGULATORY EXCLUSION**

This endorsement modifies insurance provided under the following:

**PRIVATE ORGANIZATION DIRECTORS, OFFICERS AND ENTITY LIABILITY CLAUSE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the Underwriters shall not be liable to make any payment for **Loss** in connection with or resulting from any **Claim** alleging, arising out of, based upon, or attributable to any violation(s) of any local, state or federal administrative or regulatory statute, code, rule or regulation or procedure or brought by any local, state or federal governmental body and/or any agency or subdivision thereof.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

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

**SEPARATE RETENTION APPLICABLE TO COMPANY SECURITIES**

This endorsement modifies insurance provided under the following:

**FIDUCIARY LIABILITY INSURANCE CLAUSE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that with respect to any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving a **Wrongful Act** in connection with any securities of the **Insured Organization**, the Retention applicable to the Fiduciary Liability Clause set forth in Item 5. of the Declarations is deleted and replaced with the following:

Item 5. **Retention(s):**

| Clause              | Retention each <b>Claim</b> : |
|---------------------|-------------------------------|
| Fiduciary Liability | \$(                    )      |

All other terms and conditions of this Policy remain unchanged.

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

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

**SEPARATE RETENTION APPLICABLE TO ESOP**

This endorsement modifies insurance provided under the following:

**FIDUCIARY LIABILITY INSURANCE CLAUSE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that with respect to any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving a **Wrongful Act** in connection with an **ESOP**, the Retention applicable to the Fiduciary Liability Clause set forth in Item 5. of the Declarations is deleted and replaced with the following:

Item 5. **Retention(s)**:

| Clause              | Retention each <b>Claim</b> : |
|---------------------|-------------------------------|
| Fiduciary Liability | \$( <Retention> )             |

All other terms and conditions of this Policy remain unchanged.

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

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

**SPECIFIC INVESTIGATION/CLAIM/LITIGATION/EVENT OR ACT EXCLUSION**

This endorsement modifies insurance provided under the following:

<Bookmark>

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

1. notices, events, investigations or actions scheduled below (hereinafter "**Events**"); the prosecution, adjudication, settlement, disposition, resolution or defense of: (a) any **Event**; or (b) any **Claim(s)** arising from any **Event**; or any **Wrongful Act**, underlying facts, circumstances, acts or omissions in any way relating to any **Event**.

**EVENTS**

<events>

2. Alleging, arising out of, based upon, attributable to or in any way related directly or indirectly, in part or in whole, to any such **Event(s)** or any **Interrelated Wrongful Act**, regardless of whether or not such **Claim** involved the same or different **Insureds**, the same or different legal causes of action or the same or different claimants or is brought in the same or different venue or resolved in the same or different forum.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

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

**SPECIFIED INVESTMENTS EXCLUSION WITH AMEND "PLAN" DEFINITION**

This endorsement modifies insurance provided under the following:

**FIDUCIARY LIABILITY INSURANCE CLAUSE**

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

1. Clause III. **EXCLUSIONS** of the Fiduciary Liability Clause is amended by the addition of the following:  
  
based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving **<Name of Plan's>** investment in **<identify investment>**.
2. Clause II. **DEFINITIONS** O. of the Fiduciary Liability Clause is amended by the addition of the following:  
  
"**Plan**" also means the plan, fund or program designated below; provided, however, that if a multi-employer plan is designated below, this Policy applies to a **Claim** for a **Wrongful Act** as set forth in Clause II. **DEFINITIONS** S. 3.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

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

**THIRD PARTY WRONGFUL ACT HOUSING DISCRIMINATION EXCLUSION**

This endorsement modifies insurance provided under the following:

**EMPLOYMENT PRACTICES LIABILITY CLAUSE**

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

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

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

**THIRD PARTY REDLINING EXCLUSION**

This endorsement modifies insurance provided under the following:

**EMPLOYMENT PRACTICES LIABILITY CLAUSE**

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

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

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

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

**WAGE AND HOUR ENHANCEMENT ENDORSEMENT**

**<Sublimit>**

This endorsement modifies insurance provided under the following:

**EMPLOYMENT PRACTICES LIABILITY CLAUSE**

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

1. Notwithstanding Clause III. **EXCLUSIONS H.** of the **EMPLOYMENT PRACTICES LIABILITY CLAUSE** the Underwriters agree to provide **Defense Costs** coverage for **Wage and Hour Claims**.

For purposes of this endorsement, **Wage and Hour Claim** shall mean any **Claim** solely alleging violations of any **Wage and Hour Law**.

The Underwriters maximum aggregate limit of liability pursuant to this endorsement shall be **<Sublimit>** and shall only apply to **Defense Costs** ("the Wage and Hour Limit"). The Wage and Hour Limit shall be part of, and not in addition to, the Limit of Liability applicable to the **Employment Practices Liability Clause** identified in Item 4. of the Declarations. In no event shall the Wage and Hour Limit apply to **Loss** other than **Defense Costs** incurred in connection with **Wage and Hour Claims** and in no event shall the Insurer be obligated to pay more than the Limits of Liability identified in Items 4. of the Declarations.

As respects coverage for **Claims** that allege violations of any **Wage and Hour Law** and also contain allegations of otherwise covered **Wrongful Acts**, the **<Sublimit>** Wage and Hour Limit shall apply to those **Defense Costs** attributable solely to that portion of the **Claim** alleging violations of any **Wage and Hour Law**. Notwithstanding the provision of Clause VI. **SETTLEMENT AND DEFENSE**, of the **GENERAL TERMS AND CONDITIONS** the limits of liability stated in Item 4. shall apply to **Loss**, including **Defense Costs**, attributable solely to that portion of such **Claim** alleging the covered **Wrongful Acts**.

2. Clause II. **DEFINITIONS R.** "**Wrongful Act**" of the **EMPLOYMENT PRACTICES LIABILITY CLAUSE** is amended with the addition of the following:

**Wrongful Act** shall not include violations of any **Wage and Hour Law**.

3. The Underwriters shall not be liable to make any payment for **Loss** in connection with or resulting from any **Wage and Hour Claim**, or for that portion of any **Claim** that alleges violations of any **Wage and Hour Law**, if any **Executive Officer** was made aware of such violations of the **Wage and Hour Law** prior to the inception date of the Policy.
4. In excess of the applicable **Retention** and subject to the Wage and Hour Limit, the **Insureds** shall bear uninsured and at their own risk **<Percentage>** of **Defense Costs** resulting from any **Wage and Hour Claim** brought as a class action (whether certified or not) or by multiple claimants or in multiple plaintiff suits arising out of related **Wrongful Acts**, and the Insurer's liability shall apply only to the remaining percentage of such **Defense Costs**.
5. Clause IV. **ALLOCATION** of the **Employment Practices Liability Clause** is deleted and replaced with the following:

#### IV. Allocation

Upon exhaustion of the Wage and Hour Limit, the **Insureds** and Underwriters agree to use their best efforts to determine a fair and proper allocation of all covered **Defense Costs** and non-covered defense costs associated with the defense of **Claims** alleging a violation of the responsibilities, duties, or obligations imposed under any **Wage and Hour Law**. In the event that an allocation cannot be agreed to, then Underwriters shall make an interim payment of the amount of **Defense Costs** that the parties agree is not in dispute until a final amount is agreed upon or determined by applicable law.

6. Clause **VII. ALLOCATION** (a) of the **POLICY TERMS AND CONDITIONS** Clause is deleted and replaced with the following:

(a). The **Insureds** and Underwriters agree that one hundred percent (100%) of **Defense Costs** shall be allocated to covered **Loss** except costs associated with the defense of actual or alleged violations of **Wage and Hour Laws** (after exhaustion of the Wage and Hour Limit); and

:

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

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

**WAGE AND HOUR ENHANCEMENT ENDORSEMENT**  
**(JOINT EMPLOYER EXCLUSION AND <SUBLIMIT>)**

This endorsement modifies insurance provided under the following:

**Conform to my comments in the other version.**

**EMPLOYMENT PRACTICES LIABILITY CLAUSE**

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

1. Notwithstanding Clause III. **EXCLUSIONS H.** of the **EMPLOYMENT PRACTICES LIABILITY CLAUSE** the Underwriters agree to provide **Defense Costs** coverage for **Wage and Hour Claims**.

For purposes of this endorsement, **Wage and Hour Claim** shall mean any **Claim** solely alleging violations of any **Wage and Hour Law**.

The Underwriters' maximum aggregate limit of liability pursuant to this endorsement shall be **<SUBLIMIT>** and shall only apply to **Defense Costs** ("the Wage and Hour Limit"). The Wage and Hour Limit shall be part of, and not in addition to, the Limit of Liability applicable to the Employment Practices Liability Clause identified in Item 4. of the Declarations. In no event shall the Wage and Hour Limit apply to **Loss** other than **Defense Costs** incurred in connection with **Wage and Hour Claims** and in no event shall the Insurer be obligated to pay more than the Limits of Liability identified in Items 4. of the Declarations.

As respects coverage for **Claims** that allege violations of any **Wage and Hour Law** and also contain allegations of otherwise covered **Wrongful Acts**, the **<SUBLIMIT>** Wage and Hour Limit shall apply to those **Defense Costs** attributable solely to that portion of the **Claim** alleging violations of any **Wage and Hour Law**. Notwithstanding the provision of Clause IV. **SETTLEMENT AND DEFENSE** the limits of liability stated in Item 4. shall apply to **Loss**, including **Defense Costs**, attributable solely to that portion of such **Claim** alleging the covered **Wrongful Acts**.

2. Clause II. **DEFINITIONS R. "Wrongful Act"** of the **EMPLOYMENT PRACTICES LIABILITY CLAUSE** is amended with the addition of the following:

**Wrongful Act** shall not include violations of any **Wage and Hour Law**.

3. The Underwriters' shall not be liable to make any payment for **Loss** in connection with or resulting from any **Wage and Hour Claim**, or for that portion of any **Claim** that alleges violations of any **Wage and Hour Law**, if any **Executive Officer** was made aware of such violations of the **Wage and Hour Law** prior to the inception date of the Policy.
4. The Underwriters' shall not be liable to make any payment for **Loss** in connection with or resulting from any **Claim** alleging violation of any **Wage and Hour Law** which also alleges that the **Insured** is a joint employer or responsible as an employer for an employee of another entity that is not an **Insured Organization**.
5. In excess of the applicable **Retention** and subject to the Wage and Hour Limit, the **Insureds** shall bear uninsured and at their own risk **<Percentage>**% of **Defense Costs** resulting from any **Wage and Hour Claim** brought as a class action (whether certified or not) or by multiple claimants or in

multiple plaintiff suits arising out of related **Wrongful Acts**, and the Underwriters' liability shall apply only to the remaining percentage of such **Defense Costs**.

6. Clause **IV. ALLOCATION** of the **Employment Practices Liability Clause** is deleted and replaced with the following:

IV. Allocation

Upon exhaustion of the Wage and Hour Limit, the **Insureds** and Underwriters agree to use their best efforts to determine a fair and proper allocation of all covered **Defense Costs** and non-covered defense costs associated with the defense of **Claims** alleging a violation of the responsibilities, duties, or obligations imposed under any **Wage and Hour Law**. In the event that an allocation cannot be agreed to, then Underwriters shall make an interim payment of the amount of **Defense Costs** that the parties agree is not in dispute until a final amount is agreed upon or determined by applicable law.

7. Clause **VII. ALLOCATION** (a) of the **POLICY TERMS AND CONDITIONS** Clause is deleted and replaced with the following:

(a). The **Insureds** and Underwriters agree that one hundred percent (100%) of **Defense Costs** shall be allocated to covered **Loss** except costs associated with the defense of actual or alleged violations of **Wage and Hour Laws** (after exhaustion of the Wage and Hour Limit); and

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

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

**WAIVER OF RECOURSE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**FIDUCIARY LIABILITY INSURANCE CLAUSE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that in consideration of the premium charged for the Policy, the Underwriters waive their right to recourse under Sec. 410 b. of ERISA.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

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

**DELETION OF ENTITY COVERAGE**

This endorsement modifies insurance provided under the following:

**EMPLOYMENT PRACTICES LIABILITY INSURANCE CLAUSE**

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

1. Clause I. Insuring Clauses A. is deleted and replaced with the following:
  - A. Underwriters shall pay on behalf of the **Insured Persons** all **Loss** resulting from any **Claim** first made against any **Insured Person** and reported in writing to the Underwriters during the **Policy Period** or **Optional Extension Period**, if applicable, for a **Wrongful Act**.
2. Clause I. Insuring Clauses C. is deleted and replaced with the following:
  - C. If indicated in Item 3. of the Declarations, Underwriters shall pay on behalf of the **Insured Persons** all **Loss** resulting from any **Claim** first made against any of the **Insured Persons** and reported in writing to the Underwriters during the **Policy Period** or **Optional Extension Period**, if applicable, for a **Third Party Wrongful Act**.
3. Clause **III. EXCLUSIONS** is amended by the addition of the following:

The Underwriters shall not be liable to make any payment for **Loss** in connection with or resulting from any **Claim** for any **Wrongful Act** by the **Insured Organization**.

All other terms and conditions of this Policy remain unchanged.

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

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

**LIMIT THIRD PARTY COVERAGE TO IN-HOUSE EMPLOYEES ONLY**

This endorsement modifies insurance provided under the following:

**EMPLOYMENT PRACTICES LIABILITY CLAUSE**

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

1. Clause II. **DEFINITIONS** K. "**Insured Person**" of the **EMPLOYMENT PRACTICES LIABILITY CLAUSE** is amended by the addition of the following:

To the extent any **Claim** is for a **Third Party Wrongful Act**, **Insured Person** is amended to include all persons who were, now are, or shall be **In House Employees**;

2. The Underwriters shall not be liable to make any payment for **Loss** in connection with or resulting from any **Claim** alleging a **Third Party Wrongful Act** by any **Employee** other than an **In House Employee**.
3. For the purposes of this endorsement the term "**In House Employee**" means an individual whose labor or service is currently or has formerly been engaged by and directed by the **Insured Organization**, or any covered entity and this labor was conducted at the **Insured Organization's** premises. This includes applicants for employment, volunteers, part time, seasonal and temporary employees as well as any individual employed in a supervisory, managerial or confidential position. **Employees** who are leased to another employer are not **In House Employees**.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

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

**ARKANSAS AMENDATORY ENDORSEMENT TO PRIVATE ORGANIZATION DIRECTORS, OFFICERS  
AND ENTITY LIABILITY CLAUSE**

This endorsement modifies insurance provided under the following:

**<INSURANCE POLICY >**

1. Clause I. **INSURING CLAUSES** A. through and including E. are amended to add the following before the words "or the last day of the **Optional Extension Period**" wherever they appear:  
  
    , the Automatic Extension Period
2. Clause II. **DEFINITIONS** I. is amended to add the following:  
  
    Punitive damages are damages that may be imposed to punish a wrongdoer and to deter others from similar conduct.

The regulatory requirements set forth in this Amendatory Endorsement shall supersede and take precedence over any provisions of this Policy or any endorsement to this Policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement, unless such Policy or endorsement provisions comply with the applicable insurance laws of this state.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

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

**ARKANSAS AMENDATORY ENDORSEMENT TO EMPLOYMENT PRACTICES LIABILITY CLAUSE**

This endorsement modifies insurance provided under the following:

<INSURANCE POLICY >

1. Clause I. **INSURING CLAUSES** A. through and including C. are amended to add the following before the words "or the last day of the **Optional Extension Period**" wherever they appear:  
  
    , the Automatic Extension Period
2. Clause II. **DEFINITIONS** L. is amended to add the following:  
  
    Punitive damages are damages that may be imposed to punish a wrongdoer and to deter others from similar conduct.
3. The last sentence of Clause **VI. OTHER INSURANCE** is deleted and replaced with the following:  
  
    In which case the provisions of Clause **X.D. OTHER INSURANCE** of the Policy Terms and Conditions, as amended by the Arkansas Amendatory Endorsement to the Policy Terms and Conditions, shall apply.

The regulatory requirements set forth in this Amendatory Endorsement shall supersede and take precedence over any provisions of this Policy or any endorsement to this Policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement, unless such Policy or endorsement provisions comply with the applicable insurance laws of this state.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

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

**ARKANSAS AMENDATORY ENDORSEMENT TO EMPLOYMENT PRACTICES LIABILITY CLAUSE  
FOR PROFESSIONAL FIRMS**

This endorsement modifies insurance provided under the following:

<INSURANCE POLICY >

1. Clause I. **INSURING CLAUSES** A. through and including C. are amended to add the following before the words “or the last day of the **Optional Extension Period**” wherever they appear:  
  
    , the Automatic Extension Period
2. Clause II. **DEFINITIONS** L. is amended to add the following:  
  
    Punitive damages are damages that may be imposed to punish a wrongdoer and to deter others from similar conduct.
3. The last sentence of Clause **VI. OTHER INSURANCE** is deleted and replaced with the following:  
  
    In which case the provisions of Clause **X.D. OTHER INSURANCE** of the Policy Terms and Conditions, as amended by the Arkansas Amendatory Endorsement to the Policy Terms and Conditions, shall apply.

The regulatory requirements set forth in this Amendatory Endorsement shall supersede and take precedence over any provisions of this Policy or any endorsement to this Policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement, unless such Policy or endorsement provisions comply with the applicable insurance laws of this state.

All other terms and conditions of this Policy remain unchanged.

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

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

**ARKANSAS AMENDATORY ENDORSEMENT TO THE FIDUCIARY LIABILITY CLAUSE**

This endorsement modifies insurance provided under the following:

<INSURANCE POLICY>

1. Clause I. **INSURING CLAUSES A.** is amended to add the following before the words "or the last day of the **Optional Extension Period**" wherever they appear:  
  
    , the Automatic Extension Period
2. Clause II. **DEFINITIONS N.** is amended to add the following:  
  
    Punitive damages are damages that may be imposed to punish a wrongdoer and to deter others from similar conduct.

The regulatory requirements set forth in this Amendatory Endorsement shall supersede and take precedence over any provisions of this Policy or any endorsement to this Policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement, unless such Policy or endorsement provisions comply with the applicable insurance laws of this state.

All other terms and conditions of this Policy remain unchanged.

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

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

### ARKANSAS AMENDATORY ENDORSEMENT TO POLICY TERMS AND CONDITIONS

This endorsement modifies insurance provided under the following:

#### <INSURANCE POLICY>

1. The term "**Optional Extension Period**," whenever it appears in Clause IX. **NOTIFICATION B**. shall be deemed to include "Automatic Extension Period".
2. The first sentence of Clause X. **GENERAL CONDITIONS C**. Cancellation/Nonrenewal 2. is amended to the extent necessary to require that a copy of notice of cancellation by the Underwriters will be provided to any lienholder or loss payee named in this Policy.
3. Clause XI. **OPTIONAL EXTENSION PERIOD A**. is deleted and replaced with the following:

If the Underwriters or the **Named Insured** cancels or nonrenews this Policy, then the **Named Insured** shall have an automatic sixty (60) day extension of the coverage granted hereunder, but only with respect to any **Wrongful Act**, or **Employment Event** if the Employment Event Clause is purchased, committed before the effective date of cancellation or nonrenewal. This period shall be referred to herein as the "Automatic Extension Period." The Automatic Extension Period shall run concurrently with the sixty (60) days after the end of the **Policy Period** allowed for the reporting of **Claims** under Clause IX. **NOTIFICATION A**.

If the Underwriters or the **Named Insured** cancels or nonrenews this Policy, then the **Named Insured** shall have the right, upon payment of an additional premium calculated at that percentage shown in Item 7.a. of the Declarations of the total premium for this Policy, to an extension of the coverage granted by this Policy with respect to any **Claim** first made during the period of time set forth in Item 7.b. of the Declarations after the end of the Automatic Extension Period, but only with respect to any **Wrongful Act**, or **Employment Event** if the Employment Event Clause is purchased, committed before the effective date of cancellation or nonrenewal. The premium for the **Optional Extension Period**, if purchased, shall be based upon the rates and rating rules in effect at the inception of the **Policy Period**.

The Underwriters will provide written notice to the **Named Insured** and its agent advising of the availability of, the premium for, and the importance of purchasing the **Optional Extension Period**.
4. Clause XI. **OPTIONAL EXTENSION PERIOD D**. is deleted and replaced with the following:
  - D. The Limit of Liability applicable to the Automatic Extension Period shall be part of, and not in addition to, the Limit of Liability for the immediately preceding **Policy Period**. However, the Limit of Liability for the **Optional Extension Period** shall not be less than the greater of the amount of coverage remaining in the expiring Policy aggregate or fifty percent (50%) of this Policy's Limit of Liability at the beginning of the **Policy Period**.
5. The second paragraph of Clause XII. **ASSISTANCE, COOPERATION AND SUBROGATION** is amended to add the following:

Provided, however, the Underwriters shall have no right to subrogation unless the **Insured** has been fully compensated for its **Loss** under this Policy.

6. Clause XIV. **ENTIRE AGREEMENT** is amended to add the following:

Notwithstanding anything to the contrary in this Policy, including the Declarations, written notice of **Claim** given by or on behalf of the **Named Insured** to an authorized agent of the Underwriters with specific information to identify the **Named Insured** is deemed notice of **Claim** to the Underwriters.

The regulatory requirements set forth in this Amendatory Endorsement shall supersede and take precedence over any provisions of this Policy or any endorsement to this Policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement, unless such Policy or endorsement provisions comply with the applicable insurance laws of this state.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

**ARKANSAS CONSENT FORM TO DEFENSE COSTS WITHIN THE LIMIT OF LIABILITY**

**<INSURANCE POLICY>**

This consent form must be executed as a requirement of the Arkansas Department of Insurance.

The undersigned has the authority to sign this Arkansas Consent Form on behalf of the **Named Insured** and all **Insureds**. In doing so, the undersigned hereby acknowledges understanding of and hereby consents to having **Defense Costs** be part of and not in addition to the applicable Limit(s) of Liability under the Policy.

**Defense Costs** reduce and may completely exhaust the Policy's applicable Limit(s) of Liability. To the extent that the Policy's Limit of Liability is thereby exceeded, the Underwriters shall not be liable for **Defense Costs** or the amount of any judgment or settlement.

**Named Insured**, on behalf of itself and all **Insureds**:

BY: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Policy Number: \_\_\_\_\_

**POLICYHOLDER NOTICE - ARKANSAS**

**IMPORTANT NOTICE TO ALL ARKANSAS POLICYHOLDERS:**

In the event of a complaint, please contact us at:

**Beazley Insurance Company, Inc.  
Compliance Department  
30 Batterson Park Road  
Farmington, CT 06032  
Tel: (860) 677-3700  
Fax: (860) 679-0247**

If you have been unable to contact or obtain satisfaction from the Insurer, you may contact the Arkansas Insurance Department to obtain information or make a complaint at:

**Arkansas Insurance Department  
Consumer Services Division  
1200 W. 3<sup>rd</sup> St.  
Little Rock, AR 72201-1904  
Telephone: (501) 371-2640 or (800) 852-5494**

*SERFF Tracking Number:* PERR-125642365 *State:* Arkansas  
*Filing Company:* Beazley Insurance Company, Inc. *State Tracking Number:* #102762 \$50  
*Company Tracking Number:* BICI0055-AR (F)  
*TOI:* 17.1 Other Liability - Claims Made Only *Sub-TOI:* 17.1010 Employment Practices Liability  
*Product Name:* Beazley One Management Liability Insurance Program  
*Project Name/Number:* Beazley One Management Liability Insurance Program/BICI0055-AR (F)

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: PERR-125642365 State: Arkansas  
Filing Company: Beazley Insurance Company, Inc. State Tracking Number: #102762 \$50  
Company Tracking Number: BICI0055-AR (F)  
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1010 Employment Practices Liability  
Product Name: Beazley One Management Liability Insurance Program  
Project Name/Number: Beazley One Management Liability Insurance Program/BICI0055-AR (F)

## Supporting Document Schedules

**Review Status:**  
**Bypassed -Name:** Uniform Transmittal Document- Property & Casualty **Approved** 05/29/2008  
**Bypass Reason:** 3/4/2008, these transmittals are no longer required  
**Comments:**

**Review Status:**  
**Satisfied -Name:** Memo and Letter of Authorization **Approved** 05/29/2008  
**Comments:**  
**Attachments:**  
Form Filing Memorandum.pdf  
Filing Authorization Letter.pdf

**Beazley Insurance Company, Inc.**  
Beazley One Management Liability Insurance Program

New Program  
Forms Filing Memorandum

With this filing Beazley Insurance Company, Inc. ("Beazley") proposes a new program, the Beazley One Management Liability Insurance Program ("Beazley One"). Beazley One offers privately held businesses the option of purchasing up to three management liability coverages under one policy. Depending on the applicant's or insured's insurance needs, it can purchase one, two, or all three of the coverages offered under this program.

From the feedback that Beazley has received, privately held businesses are looking for the convenience and efficiency afforded by a program that allows them to purchase their three most commonly needed management liability coverages in one program. The Beazley One program provides this convenience and efficiency, by giving insureds the ability to satisfy multiple business insurance needs in one product, have common renewal dates for the coverages purchased, and obtain a discount for the purchase of two or more coverages under the program.

The Beazley One program consists of a Policy Terms and Conditions section and the following four liability coverage sections:

- Employment Practices Liability Insurance
- Employment Practices Liability Insurance for Professional Firms
- Private Organization Directors, Officers and Entity Liability Insurance
- Fiduciary Liability Insurance

In addition, the Beazley One program contains the following two additional coverage clauses that an applicant can purchase in conjunction with employment practices liability insurance:

- Employment Event Insurance
- Privacy Violation Insurance

May 5, 2008

RE: Beazley Insurance Company, Inc.  
NAIC Company Code 37540  
Beazley One Management Liability Insurance Policy Form and Rate Filings  
Filing Number: BICI0055

To Whom It May Concern:

This letter will confirm that the firm of Perr & Knight is authorized to act on behalf of Beazley Insurance Company, Inc. (the "Company") in connection with the above filing.

The following individuals are authorized to act on behalf of the company with respect to this filing:

Corey Bilot  
Perr & Knight  
1200 N Federal Highway  
Suite 309  
Boca Raton, FL 33432

Neresa Torres  
Perr & Knight  
1200 N Federal Highway  
Suite 309  
Boca Raton, FL 33432

Please contact the undersigned if you have any questions.

Sincerely,



Marie A. Piccoli  
Assistant Secretary  
Regulatory and Compliance