

SERFF Tracking Number: PHLX-125628583 State: Arkansas
Filing Company: Philadelphia Indemnity Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: PR AR0035002F01
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
Product Name: Educators Liability
Project Name/Number: Educators Liability/PR AR0035002F01

Filing at a Glance

Company: Philadelphia Indemnity Insurance Company

Product Name: Educators Liability SERFF Tr Num: PHLX-125628583 State: Arkansas
TOI: 17.1 Other Liability - Claims Made Only SERFF Status: Closed State Tr Num: EFT \$50
Sub-TOI: 17.1019 Professional Errors & Omissions Liability Co Tr Num: PR AR0035002F01 State Status: Fees verified and received
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
Author: SPI PhiladelphiaIndemnity Disposition Date: 05/13/2008
Date Submitted: 04/30/2008 Disposition Status: Approved
Effective Date Requested (New): 06/15/2008 Effective Date (New):
Effective Date Requested (Renewal): Effective Date (Renewal):

State Filing Description:

General Information

Project Name: Educators Liability Status of Filing in Domicile:
Project Number: PR AR0035002F01 Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 05/13/2008
State Status Changed: 05/13/2008 Deemer Date:
Corresponding Filing Tracking Number:

Filing Description:

Enclosed are new additional forms for the Philadelphia Indemnity Insurance Company's Educators Protection Plus program for your review.

PI-EPP-03, Educators Protection Plus Coverage Form provides claims-made coverage of Professional Educational Legal Liability and Defense Reimbursement for any "Suit" Seeking Non-Monetary or Injunctive Relief for academic and educational institutions and schools. This form is almost identical to our currently filed Educators Protection policy PI-

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EPP-02 with the difference being the removal of Employment Practices Liability Coverage and a slight broadening of wording under 1.A.1.b (2). We currently write this coverage as a monoline professional liability policy. Our intent is for new PI-EPP-03 to be offered as part of a package, whereas current PI-EPP-02 will continue to be used as a separate stand-alone professional liability policy.

Also enclosed is PI-EPP-03D, Declaration for this Coverage Part. Our currently filed rating manual which provides rating for these coverages will apply.

Also for filing with our Educators Protection Plus program are the below referenced endorsements. There will be no rating associated with these endorsements.

PI-EPP-09, Guarantee/Warranty Exclusion Clarification Endorsement is to be used for clarification and will be attached when a risk shows evidence of making promises or representations regarding future achievement by students.

PI-EPP-10, Charter Schools Endorsement modifies the policy to address exposure to additional risk inherent in a charter school. It will be mandatory for all charter schools.

Also attached is our amendatory endorsement for use with this coverage part.

Company and Contact

Filing Contact Information

Kevin O'Brien, Compliance Analyst II	kobrien@phlyins.com
One Bala Plaza	(610) 617-7752 [Phone]
Bala Cynwyd, PA 19004	(866) 282-7495[FAX]

Filing Company Information

Philadelphia Indemnity Insurance Company	CoCode: 18058	State of Domicile: Pennsylvania
One Bala Plaza	Group Code: 677	Company Type:
Suite 100		
Bala Cynwyd, PA 19004	Group Name: Philadelphia Insurance Companies	State ID Number:
(610) 617-7900 ext. [Phone]	FEIN Number: 231738402	

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Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Philadelphia Indemnity Insurance Company	\$50.00	04/30/2008	20002760

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	05/13/2008	05/13/2008

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Disposition

Disposition Date: 05/13/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Educators Protection Plus Coverage Form	Approved	Yes
Form	Educators Protection Plus Declarations	Approved	Yes
Form	Guarantee/Warranty Exclusion Clarification Endorsement	Approved	Yes
Form	Charter Schools Endorsement	Approved	Yes
Form	Arkansas Amendatory Endorsement	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Approved	Educators Protection Plus Coverage Form	PI-EPP-0303/08		Policy/Cove	New		0.00	PI-EPP-03.PDF
Approved	Educators Protection Plus Declarations	PI-EPP-0303/08		Declaration	New		0.00	PI-EPP-03D.PDF
Approved	Guarantee/Warranty Exclusion Clarification Endorsement	PI-EPP-0903/08		Endorseme	New		0.00	PI-EPP-09.PDF
Approved	Charter Schools Endorsement	PI-EPP-1003/08		Endorseme	New		0.00	PI-EPP-10.PDF
Approved	Arkansas Amendatory Endorsement	PI-EPP-AR-1	5/05	Other	New		0.00	PI-EPP-AR-1.PDF

EDUCATORS PROTECTION PLUS COVERAGE FORM

THIS IS A CLAIMS MADE POLICY - PLEASE READ IT CAREFULLY

In consideration of the payment of the premium and in reliance upon all statements and information furnished to the insurance company shown in the Declarations (a stock insurance company, herein called the "Company"), including all statements made in the application form and its attachments and the material incorporated therein and made part hereof, the "Company" agrees as follows:

SECTION 1 – COVERAGES

The following coverages are provided in this coverage part if shown in the Declarations with a Limit of Insurance.

COVERAGE A. - PROFESSIONAL EDUCATIONAL LEGAL LIABILITY

1. Insuring Agreement

- a. We will pay only those sums that the "insured" becomes legally obligated to pay as "damages" because of injury to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" for injury to which this insurance does not apply. But:

- (1) The amount we will pay for "damages" is limited as described in **LIMITS OF INSURANCE AND DEDUCTIBLE (SECTION III)**; and
- (2) Our right and duty to defend end when the applicable limit of insurance has been exhausted by the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered under this Insuring Agreement unless explicitly provided for under **SUPPLEMENTARY PAYMENTS**.

- b. We may, at our discretion, investigate any "professional incident" that may result in "damages" and settle any "claim" which may result, provided:
- (1) We have your written consent to settle; and
 - (2) The settlement is within the applicable Limit of Insurance available.

In the event you refuse to consent to any settlement we recommend and such recommendation is acceptable to the claimant, our liability will be limited. Our liability for such "claim" shall not exceed the amount for which the "claim" could have been settled, including "defense costs" incurred, up to the date of such refusal, plus 50% of covered "damages" and "defense costs" in excess of such first settlement amount, it being a condition of this insurance that the remaining 50% of such "damages" and "defense costs" excess of the first settlement amount shall be borne by you at your own risk and be uninsured.

- c. This insurance applies to an injury only if:
- (1) The injury is caused by a "professional incident" that takes place in the "coverage territory"; and the original "claim" or "suit" is brought in the "coverage territory";
 - (2) The "professional incident" occurred after the Retroactive Date, if any, shown in the Declarations and before the end of the "coverage period"; and

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- (3) A "claim" for "damages" because of a "professional incident" is both:
- (a) First made against any insured, in accordance with paragraph d. below, during the "coverage period" or any Extended Reporting Period we provide under **SECTION V - EXTENDED REPORTING PERIODS**; and
 - (b) Reported to us either:
 - (i) during the "coverage period" or within sixty (60) days thereafter, or
 - (ii) with respect to any "claim" first made during any Extended Reporting Period we provide under **SECTION V - EXTENDED REPORTING PERIODS**, during such Extended Reporting Period.
- d. A "claim" by a person or organization seeking "damages" will be deemed to have been made at the earlier of the following times:
- (1) When notice of such "claim" is received and recorded by any insured or by us, whichever comes first; or
 - (2) When we make settlement in accordance with Paragraph 1.a. above.
- e. All "claims" for "damages" based on or arising out of or directly or indirectly resulting from, having a common nexus with, or in any way involving:
- (1) One "professional incident"; or
 - (2) A series of related "professional incidents", facts, circumstances, situations or events, involving one or more insureds shall be deemed to be one "claim" and shall be subject to the Professional Aggregate Limit. The Professional Aggregate Limit that applies to such "claim" shall be the limit that is in effect at the time the first such "claim" is made as described in 1c. above.

2. Exclusions

COVERAGE A. does not apply to:

- a. "Claims" arising directly or indirectly out of any obligation under or any violation of any of the following laws:
 - (1) Any unemployment compensation law, workers compensation, disability benefits or any similar law; and
 - (2) The Employee Retirement Income Security Act of 1974, as amended, any similar federal, state, local or common law, and any rules and regulations. This includes fiduciary liability, liability arising out of the administration of any employee benefit plan and any other liability under such laws.
- b. "Damages" because of injury covered under any other primary policy of insurance for that insured or which would have been covered but for the exhaustion of limits under that policy.
- c. "Damages" for any "professional incident" which the insured is obligated to pay by reason of the assumption of the liability in a written contract or agreement. This exclusion does not apply to liability for "damages" that the insured would have in the absence of a contract or agreement.
- d. Injury arising out of the breach of a written, oral or implied contract or agreement, including any employment contract.
- e. Any "claim" or "suit" arising out of or resulting from, caused or contributed to by asbestos or exposure to asbestos; or the costs of abatement, mitigation, removal or disposal of asbestos. This exclusion also includes:
 - (1) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; and

- (2) Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage.
- f. Any "claim" or "suit" arising out of or resulting from, caused or contributed to by lead. This exclusion also includes:
- (1) Any legal obligation of yours for indemnification or contribution due to "damages" arising out of injury caused by lead, paint containing lead, or any other substance or material containing lead; and
 - (2) Any loss, cost or expense arising out of any governmental direction or request that you test for, monitor, clean up, remove or abate, contain, treat or neutralize lead, paint containing lead, or any other material containing lead.
- g. Injury to:
- (1) Any person arising out of:
 - (a) Refusal or failure to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions including, but not limited to, coercion, demotion, evaluation, reassignment, discipline, defamation, "harassment", humiliation or "discrimination" directed at that person; or
 - (2) The spouse, child, parent, brother, sister of that person as a consequence of (1) above.
- This exclusion applies:
- (1) Whether the insured may be liable as an employer or in any other capacity; and
 - (2) To any obligation to share "damages" with or repay another entity who must pay "damages" because of the injury.
- h. Injury arising out of the rendering of or failure to render professional services by any person or organization acting in the capacity of a physician, psychologist, surgeon, dentist, psychiatrist, anesthesiologist, nurse, nurse anesthetist, nurse midwife, x-ray therapist, radiologist, chiropractor, chiropractor, optometrist, veterinarian, accountant, attorney, architect, engineer, real estate manager or investment manager.
- i. Injury arising out of services performed by any insured while acting on behalf of any organization other than an entity named in Item 1 of the Declarations.
- j. Injury arising out of any "claim" or "suit" where the injury causing act(s) was dishonest, fraudulent, malicious, criminal, or was a willful failure to comply with any law or statute, or involved actual or threatened abuse, molestation or sexual misconduct,
- Exclusion j. does not apply until such time as the insured has admitted to or has been:
- (1) Determined to have acted in a dishonest, fraudulent, malicious, or criminal manner; or
 - (2) Determined to have willfully failed to comply with any law or statute; or
 - (3) Determined to have committed actual or threatened abuse, molestation or sexual misconduct,
- by a court, jury or arbitrator(s). Any such determination with respect to one insured shall not be imputed to any other insured.
- k. Injury arising out of the ownership, maintenance, use or entrustment to others of any auto, watercraft or aircraft owned or operated by, or rented or loaned to, any insured. Use includes operation and loading or unloading of any persons or property.
- l. Injury that would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

- m. Any loss, cost or expense arising out of any:
- (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (2) "Claim" or "suit" by or on behalf of a government authority or any other entity, for "damages" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".
- n. Injury arising out of nuclear projects, nuclear reaction, radiation, or radioactive contamination or any consequence thereof, regardless of any other cause.
- o. Injury due to war, whether, or not declared, or any act or condition incident to war. War includes, but is not limited to, civil war, insurrection, rebellion or revolution.
- p. Any "claim":
- (1) That was reported under any policy or coverage part for which this coverage part is a replacement or renewal; or
 - (2) That was made to an insured's human resources department, internal legal division or department, or any department that provides a human resource function, or to the Superintendent of Schools, Assistant Superintendent of Schools, Principal or Vice Principal of a school before the inception date of this coverage part.
 - (3) Arising from all pending or prior litigation or hearings as well as future "claims" arising out of said pending or prior litigation or hearing. If this coverage part is a renewal of a policy or coverage part issued by the Company, this exclusion shall only apply with respect to a pending or prior litigation or hearing prior to the effective date of the first policy or coverage part issued and continuously renewed by the Company.
- q. Any "claim" or "suit" arising out of or resulting from, bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.
- r. Any "claim or "suit" arising out of or resulting from:
- (1) false arrest, detention, imprisonment or malicious prosecution; or
 - (2) the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord, or lessor; or
 - (3) oral or written publication of material that violates a person's right of privacy; or
 - (4) copying any idea or style in the dissemination of information or images for the purpose of the sale of goods, products, or services through radio, television, billboard, magazine, newspaper or any other publication that is given widespread public distribution ; or
 - (5) infringement of copyright, slogan, or title of any literary or artistic work in your dissemination of information or images for the purpose of the sale of goods, products, or services through radio, television, billboard, magazine, newspaper or any other publication that is given widespread public distribution; or
 - (6) "Discrimination" or humiliation that results in injury to the feelings or reputation of a natural person.
- s. Any "claim" or "suit" arising out of or resulting from:
- (1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - (2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the physical injury that caused it.

- t. Any "professional incident" committed on or before the effective date of this coverage part if the insured knew or could have reasonably foreseen that such "professional incident" could give rise to a claim.

COVERAGE B. - DEFENSE REIMBURSEMENT FOR ANY "SUIT" SEEKING NON-MONETARY OR INJUNCTIVE RELIEF

1. Insuring Agreement

- a. We will reimburse you for reasonable "defense costs" that you incur because of "suits" seeking non-monetary or injunctive relief to which **COVERAGE B.** applies. We will not reimburse you for "defense costs" you incur for any "suit" seeking non-monetary or injunctive relief to which **COVERAGE B.** does not apply. The amount we will reimburse for "defense costs" is limited as described in **LIMITS OF INSURANCE AND DEDUCTIBLE (SECTION III).**
- b. This insurance applies only if:
- (1) The "suit" seeking non-monetary or injunctive relief is caused by a "professional incident" that takes place within the "coverage territory", and the original "suit" is brought within the "coverage territory";
 - (2) The "professional incident" occurred after the Retroactive Date, if any, shown in the Declarations and before the end of the "coverage period"; and
 - (3) The "suit" seeking non-monetary or injunctive relief is both:
 - (a) First served against any insured during the "coverage period" or any Extended Reporting Period we provide under **SECTION V – EXTENDED REPORTING PERIODS**; and
 - (b) Reported to us either:
 - (i) during the "coverage period" or within sixty (60) days thereafter, or
 - (ii) with respect to any "suit" first served during any Extended Reporting Period we provide under **SECTION V - EXTENDED REPORTING PERIODS**, during such Extended Reporting Period.

We will have no obligation or liability under **COVERAGE B.** in the event a defense is provided or will be provided to the insured under any policy or coverage part, including **COVERAGE A.** of this coverage part, otherwise issued to the insured.

We will have no other obligation or liability to pay any sums or perform any acts or services other than as described in 1.a. and 1.b. above.

SUPPLEMENTARY PAYMENTS

We will pay, with respect to any "claim" we investigate or settle, or any "suit" against an insured we defend under **COVERAGE A.:**

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit", including actual loss of earnings up to \$750 a day because of time of from work.
4. All costs taxed against the insured in the "suit."
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we deposit in court or make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest accruing during that period of time after the deposit or offer.

6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the Limits of Insurance.

If we defend you under a reservation of rights, both you and our counsel(s) will be required to maintain records pertinent to your defense expenses. These records will be used to determine the allocation of any defense expenses, for which you may be solely responsible, including defense of an allegation not covered by this insurance.

SECTION II - WHO IS AN INSURED

Throughout this coverage part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this coverage part. The words "we", "us", and "our" refer to the "Company" providing this insurance.

The word insured means any person or organization qualifying as such under **WHO IS AN INSURED (SECTION II)**.

Other words and phrases that appear in quotation marks have special meaning Refer to **DEFINITIONS (SECTION VI)**.

1. The entity named in Item 1 of the Declarations.
2. Your past or present school board, its trustees, directors or members, and your past or present elected or appointed official(s), but only while acting within the scope of their duties or obligations on your behalf or otherwise authorized by you.
3. Your past or present employees but only for acts within the scope of their employment by you or otherwise authorized by you.
4. Your past or present "volunteers" or student teachers but only while acting within the scope of their duties or obligations on your behalf or otherwise authorized by you.
5. Any PTA, PTO or other affiliated entity but only within the scope of their duties or obligations on your behalf or otherwise authorized by you.
6. The heirs, executors and assigns of each of the above insureds in the event of death, incapacity or bankruptcy.
7. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization.

However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the "coverage period", whichever is earlier; and
- b. Professional Liability Coverage does not apply to a "professional incident" that occurred before you acquired or formed the organization.
- c. No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. **Insureds;**
 - b. "Claims" made or "suits" brought; or
 - c. Persons or organizations making "claims" or bringing "suits".
2. The Professional Aggregate Limit stated in the Declarations is the most we will pay for the sum of all "damages" because of all injuries arising out of all "professional incidents" under **COVERAGE A**.
 3. The Injunctive Defense Reimbursement Limit stated in the Declarations is the most we will reimburse you for "defense costs" under **COVERAGE B**, arising out of any one "suit". The Injunctive Defense Reimbursement Aggregate Limit stated in the Declarations is the most we will reimburse you for "defense costs" under **COVERAGE B**. For purposes of the application of the limit of insurance, one "suit" means all "claims" and claimants listed under one court docket number.
 4. The Limits of Insurance apply separately to each consecutive "coverage period" and to any remaining period of less than 12 months, starting with the beginning of the "coverage period" shown in the Declarations, unless the "coverage period" is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.
 6. Subject to all applicable terms, limitations, conditions, definitions, exclusions and other provisions of this coverage part, we shall only be liable for those "damages" and payments made under Supplementary Payments and or "defense costs" which are in excess of the "deductible" where a deductible amount is listed on the Declarations. We shall be reimbursed by the insured for any payment we make for such "damages" and expenses up to the amount of the "deductible." The "deductible" shall apply to each "claim" for a "professional incident" or reimbursement of "defense costs". Your duties in the event of a "professional incident" or when you seek reimbursement of "defense costs" apply irrespective of the application of the deductible amount.

SECTION IV - CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve us of our obligations under this coverage part.

2. Duties in the Event of a "Professional Incident", "Claim" or "Suit"

- a. You must see to it that we are notified as soon as practicable of any specific "professional incident" which you believe may result in an actual "claim". Your belief must be reasonably certain as the result of specific allegations made by the potential claimant or such potential claimant's representative, or as the result of specifically identifiable injury sustained by a potential claimant. To the extent possible, notice should include:
 - (1) How, when and where such "professional incident" took place;
 - (2) The names and addresses of any potential claimants and witnesses; and
 - (3) The nature of any injury arising out of such "professional incident".

Notice of such "professional incident" is not notice of a "claim", but preserves any insured's rights to future coverage for subsequent "claims" arising out of such "professional incident".

- b. If a "claim" is received by any insured you must:
 - (1) Immediately record the specifics of the "claim" or "suit" and the date received;
 - (2) Notify us in writing as soon as practicable, but in any event we must receive written notice either:
 - (a) During the "coverage period" or within sixty (60) days thereafter; or

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- (b) With respect to any "claim" first made during any Extended Reporting Period we provide under SECTION V - EXTENDED REPORTING PERIOD, during such Extended Reporting Period,

as a condition precedent for coverage under this insurance. Such notice must provide us with the same information as is required in paragraph a. above.

- c. You and any other involved insured must:
- (1) Immediately send us copies of any charges, demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, settlement or defense of the "claim" or "suit"; and
 - (4) Assist us in the enforcement of any right against any person or organization which may be liable to any insured because of loss or damage to which this insurance may also apply.
- d. No insured will, except at its own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this coverage part:

- a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
- b. To sue us on this coverage part unless it has fully complied with all of its terms.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after the actual trial; but we will not be liable for "damages" that are not payable under the terms of this coverage part or in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

The insurance afforded by this coverage part is excess over any valid and collectible insurance available to the insured. However:

- a. This insurance shall be primary to any insurance specifically arranged by you to apply in excess of this insurance; and
- b. When this coverage part and any other coverage part or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all coverage parts and policies covering on the same basis.

5. Two Or More Coverage Parts/Policies Issued By Us

If this coverage part and any other coverage part or policy issued to you by us or any company affiliated with us apply to the same injury, the aggregate Limit of Insurance under all the coverage parts or policies shall not exceed the highest applicable Limit of Insurance under any one coverage part or policy. This condition does not apply to any coverage part or policy issued by us or an affiliated company specifically to apply as excess insurance.

6. Representations

By accepting this coverage part, you agree that the particulars and statements contained in the application are true, accurate and complete, and agree that this coverage part is issued in reliance on the truth of those representations, and that such particulars and statements, which are deemed to be incorporated into and constitute a part of this coverage part, are the basis of issuance of this coverage

part and are material to acceptance of this risk This coverage part shall not, however, be voided as to any particular insured on account of the falsity of particulars and statements contained in the application unless:

- a. Such insured knew of the falsity of any particular or statement, in which event such knowledge shall be imputed only to such insured; or
- b. The person(s) signing the application knew of the falsity of any particular or statement, in which event such knowledge shall be imputed to all insureds.

7. Subrogation

- a. In the event of any payment under this coverage part, we shall be subrogated to all of your rights of recovery against any person or organization and you agree not to prejudice such rights and that you will execute and deliver instruments and papers and do everything necessary to secure such rights. No rights of subrogation shall accrue against any past or present employee of the insured unless such employee shall have acted with actual fraudulent or dishonest purpose and intent in relation to matters which are the subjects of the "claim" or "suit".
- b. Your obligations under this **CONDITION 7.** will survive the coverage part.

8. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this coverage part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only named insured; and
- b. Separately to each insured against whom "claim" is made or "suit" is brought.

9. Transfer of Your Rights and Duties Under This Coverage Part.

Your rights and duties under this coverage part may not be transferred without our written consent.

10. Cancellation and Non-renewal

- a. Cancellation by you:

You may cancel this coverage part by mailing to us advance written notice stating when the cancellation shall be effective. If you cancel this coverage part, any premium returned to you will be computed on a pro rata basis. This refund will be paid to you within thirty (30) days after the effective date of cancellation.

- b. Cancellation by us:

(1) Cancellation of Policies in Effect for Less Than Sixty (60) Days-

If this coverage part has been in effect less than sixty (60) days, and this coverage part is not a renewal of a policy or coverage part we issued, we may cancel this coverage part by mailing or delivering to the insured named in Item 1. of the Declarations written notice of cancellation at least thirty (30) days before the effective date of cancellation.

(2) Cancellation of Policies in Effect for Sixty (60) or More Days-

If this coverage part has been in effect for sixty (60) days or more, or if this coverage part is a renewal of a coverage part or policy we issued, we may cancel this coverage part only for one or more of the following reasons:

- (a) You have made a material misrepresentation, which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least fifteen (15) days before the effective date of cancellation.
- (b) You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least fifteen (15) days before the effective date of cancellation.

- (c) A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known to us during the "coverage period". Notice of cancellation will be mailed or delivered at least sixty (60) days before the effective date of cancellation.
- (d) Loss of reinsurance or substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least sixty (60) days before the effective date of cancellation.
- (f) Material failure to comply with coverage part terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least sixty (60) days before the effective date of cancellation.
- (f) Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least sixty (60) days before the effective date of cancellation.

This coverage part may also be canceled effective as of the date of inception upon discovery that the coverage part was obtained through fraudulent statement, or omission or concealment of facts material to the acceptance of the risk or to the hazard assumed by us.

We will mail or deliver our notice of cancellation to the insured named in Item 1. of the Declarations at the last mailing address known to us. The notice of cancellation will state the specific reasons for cancellation.

The Notice of Cancellation will state the effective date of cancellation. The "coverage period" will end on that date.

If this coverage part is canceled, we will send the insured named in Item 1. of the Declarations any premium refund due. If we cancel, the refund will be pro rated and will be returned within ten (10) business days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.

If notice is mailed, it will be sent by registered or first-class mail. Proof of mailing will be sufficient proof of notice.

(3) Notice of Non-renewal

If we elect not to renew this coverage part, we will mail to the insured named in Item 1. of the Declarations written notice of non-renewal. We will mail this notice to the last mailing address known to us at least sixty (60) days prior to the expiration of this coverage part.

SECTION V - EXTENDED REPORTING PERIODS

1. We will provide one or more Extended Reporting Periods, as described below, if:
 - a. This coverage part is canceled or not renewed; or
 - b. We renew or replace this coverage part with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Declarations of this coverage part; or
 - (2) Does not apply on a claims-made basis.
2. Extended Reporting Periods do not extend the "coverage period" or change the scope of coverage provided. They apply only to "claims" for "professional incident(s)" or reimbursement of "defense costs" that occur after the Retroactive Date, if any, shown on the Declarations and before the end of the "coverage period". Once in effect, Extended Reporting Periods may not be canceled.
3. Extended Reporting Periods do not reinstate or increase the Limits of Insurance.

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4. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the "coverage period" and lasts for:
 - a. Ninety (90) days with respect to "claims" because of a "professional incident" properly reported to us, during the "coverage period", in accordance with Paragraph 2.a. of SECTION IV - CONDITIONS, Duties In The Event Of a "Professional Incident" or "Claim" or "Suit"; and
 - b. Sixty (60) days with respect to "claims" arising from a "professional incident" not previously reported to us.

The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".

5. Upon expiration of the Basic Extended Reporting Period, you shall have the right, upon payment of an additional 75% of this Coverage Part's annual premium to an extension of the coverage granted by this Coverage Part for any Claim first made against the Insured during the twelve (12) months after the expiration of the Basic Extended Reporting Period.

You must give us a written request for the extension within 60 days after the end of the "coverage period". At the commencement of this Extended Reporting Period, the entire premium shall be deemed fully earned and non-refundable.

SECTION VI – DEFINITIONS

1. "Claim" means:
 - a. Any civil proceeding in which "damages" are alleged; and
 - b. Any written notice that was made to an insured's human resources department, internal legal division or department, or any department that provides a human resource function, or to the Superintendent of Schools, Assistant Superintendent of Schools, Principal or Vice Principal of a school that the insured is responsible for "damages" as a result of injury arising out of a "professional incident".
2. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. All parts of the world if:
 - (1) The injury arises out of activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
 - (2) The "Insured's" responsibility to pay "damages" is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
3. "Common Law Violations" mean defamation, negligent infliction of emotional distress, invasion of privacy, misrepresentation, or other torts arising out of acts or omissions by an insured in the course of an employment relationship, or by a person for whom the insured is legally responsible in the course of an employment relationship.
4. "Damages" means monetary amounts to which this insurance applies and which the insured is legally obligated to pay as judgments or awards, or as settlements to which we have agreed in writing. "Damages" shall include punitive or exemplary "damages" where insurable by law. "Damages" does not mean:
 - a. Any civil, criminal, or administrative fines or penalties;
 - b. Any non-monetary or injunctive relief; or
 - c. Any "damages" that are uninsurable according to the law or public policy of the jurisdiction

where the Named Insured is domiciled as stated in item 1. of the Declarations; or

5. "Deductible" means the amount the insured must reimburse us for "damages" and expenses paid by us as stated on the Declarations.
6. "Defense costs" means reasonable and necessary outside attorneys fees and expenses, court costs, the cost of appeal bonds and the costs incurred as a result of a covered "suit," However, "defense costs" does not include salaries of the insured's regular employees.
7. "Discrimination" means to fail or refuse to hire any individual, to discharge, to retaliate, to demote, or to otherwise take any action against any "employee" with respect to his or her compensation, benefits, terms, conditions, or privileges of employment, or to limit, segregate, or classify any "employee" in any way which would deprive, or tend to deprive, him or her of employment opportunities or otherwise adversely affect his or her status as an "employee", because of such "employee's" race, color, religion, sex, sexual orientation, national origin, pregnancy, disability, age, veteran's status, marital status, exercise of his or her protected rights under law, regulation or public policy, or other protected category, characteristic, or right established pursuant to any applicable federal, state or local statute or ordinance or common law.
8. "Educational services" means:
 - a. Education or teaching;
 - b. Other activities authorized by you; or
 - c. The administration of the Named Insured.
9. "Employee" means an individual whose labor or service is engaged by and directed by an insured or who is paid through the payroll of an insured or who is an applicant with the insured. This includes past, present, or prospective "employees" as well as part-time, seasonal, temporary, contract and leased "employees". Individuals classified by an insured as independent contractors, or the employees of independent contractors, are not "employees" for the purposes of this definition regardless of any adjudicated employment status.
10. "Employment incident" means an act of "discrimination", "harassment", or "wrongful termination". "Employment incident" also includes "common law violations" only if such violations are committed with an act of "discrimination", "harassment", or "wrongful termination".
11. "Harassment" means conduct by an insured, or a person for whom the insured is legally responsible, towards an "employee" which is based upon a characteristic or status protected under law and which is offensive, unwelcome, and has the purpose or effect of unreasonably interfering with the "employee's" work performance or which creates an intimidating, offensive or hostile work environment.

"Harassment" includes "Sexual Harassment", which is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature when:

 - a. submission to such conduct is made either explicitly or implicitly a term and condition of employment; or
 - b. submission to or rejection of such conduct by an "employee" is used as the basis for employment decisions affecting such individual; or
 - c. such conduct has the purpose or effect of unreasonably interfering with an "employee's" work performance or creating an intimidating, hostile, or offensive work environment.
12. "Coverage Period" means the period from the coverage part Inception Date to the coverage part Expiration Date as set forth in Item 3 of the Declarations or such earlier termination date, if any.

13. "Pollutants" means any solid, liquid, gaseous, thermal or electromagnetic irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, bio-hazardous waste, biomedical waste, and other wastes. Wastes include materials to be recycled, reconditioned or reclaimed.
14. "Professional incident" means any actual or alleged act, error or omission by the insured in the rendering of or failure to render "educational services" "Professional incident" does not mean or include any type of "employment incident".
15. "Suit" means a civil proceeding instituted in any state or federal court of original jurisdiction or foreign equivalent within the "coverage territory" in which "damages" because of injury to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such "damages" are claimed and to which the insured must submit as mandated by law or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which the insured submits as mandated by law or with our consent.

A "suit" does not include any administrative proceeding(s).
16. "Volunteer," means a person performing services for the entity named in Item 1. of the Declarations, including a director, officer, trustee or director or service volunteer, who does not receive:
 - a. Compensation (other than reasonable reimbursement or allowance for expenses actually incurred); or
 - b. Any other thing of value in lieu of compensation in excess of \$500 per year.
17. "Wrongful termination" means the actual or constructive termination of an employment relationship which is alleged to be an unlawful violation of public policy or is in breach of an implied agreement relating to employment, or is alleged to be in retaliation of the exercise of protected rights by an "employee", including allegations relating to the reporting of alleged misconduct.

PHILADELPHIA INDEMNITY INSURANCE COMPANY
EDUCATORS PROTECTION PLUS PROFESSIONAL LIABILITY COVERAGE PART
DECLARATIONS
CLAIMS MADE COVERAGE

POLICY NO.

Effective date:

12:01 A.M. Standard Time

Item 1. Educational Entity:		
Item 2. Address:		
Item 3. Policy Period:	Inception Date:	Expiration Date:
(12:01 A.M. at the address stated in Item 2.)		
Item 4. Retroactive Date:	_____	
(Enter Date or "None" if No Retroactive Date Applies)		
Item 5. Limits of Liability:		
COVERAGE A.	\$ _____	Professional Aggregate Limit
COVERAGE B.	\$ _____	Defense Reimbursement
	\$ _____	Defense Reimbursement Aggregate
Item 6. Deductible:	COVERAGE A.	\$ _____
	COVERAGE B.	\$ _____
Item 7. Policy Premium:	\$ _____	
Item 8. Additional Premium for Supplemental Extended Reporting Period:	\$ _____	
Item 9. Forms and Endorsements Applying to this Coverage Part and Made Part of this Policy at Time of Issue:		

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF

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THE INSURED AND THE POLICY PERIOD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

GUARANTEE/WARRANTY EXCLUSION CLARIFICATION ENDORSEMENT

This endorsement modifies the policy and is subject to the insurance provided under the following coverage parts:

EDUCATORS PROTECTION PLUS

This Policy is amended as follows:

This policy does not cover any **claim** alleging, arising out of or resulting, directly or indirectly, from any guarantee or express warranty; or any representation that a client will attain a grade level or acquire a skill within a specified time period or by a deadline; or liquidated damages; or the collection of or seeking the return of fees or other compensation paid to an **insured**; or **your** cost of providing, correcting or re-performing or completing any **professional services**; or any **insured's** fees, cost or profit guarantees, cost representations, contract price, or estimates of probable costs or cost estimates being exceeded.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHARTER SCHOOLS ENDORSEMENT

This endorsement modifies and is subject to the insurance provided under the following:

EDUCATORS PROTECTION PLUS

Coverage A. - Professional Educational Legal Liability, Subsection 2, Exclusions is amended by adding the following paragraphs to the end thereof:

COVERAGE A. does not apply to:

CH-1. Any "claim" or "suit" alleging, arising out of, based upon, or in connection with the grant or denial of a charter to any charter school, including, but not limited to, the maintenance, issuance, renewal or revocation of any charter; or

CH-2. Any "claim" or "suit" alleging, arising out of, based upon, or in connection with any charter school that is not established in full compliance with all applicable laws, rules or regulations or does not remain established in full compliance with all applicable laws, rules or regulations as a chartered entity of the school district or county office of education that granted such charter.

All other terms and conditions of this Policy remain the unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ARKANSAS AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided by the following:

EDUCATORS PROFESSIONAL LIABILITY

- A. Any provision to the contrary within Subsection 3, **SECTION V – EXTENDED REPORTING PERIODS** is deleted and replaced with the following:
3. The Limits of Liability for the supplemental extended reporting period offered shall be no less than the greater of the amount of coverage remaining in the expiring policy Aggregate Limit or fifty percent (50%) of the Aggregate Limit at policy inception
- B. Any provision to the contrary within Item b. of Section **IV – CONDITIONS**, Subsection **10. Cancellation and Non-renewal**, is deleted and replaced with the following:
1. The Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
 2. We may cancel this policy by mailing or delivering to the Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
 3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
 4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
 5.
 - a. If this policy is cancelled, we will send the Insured any premium refund due.
 - b. We will refund the pro rata unearned premium if the policy is:
 - (1) Cancelled by us or at our request;
 - (2) Cancelled but rewritten with us or in our company group;
 - (3) Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or
 - (4) Cancelled after the first year of a prepaid policy that was written for a term of more than one year.
 - c. If the policy is cancelled at the request of the Insured, other than a cancellation described in b.(2), (3) or (4) above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.
 - d. The cancellation will be effective even if we have not made or offered a refund.

PI-EPP-AR-1(5/05)

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6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. Cancellation of Policies In Effect for Sixty (60) or more days:
 - a. If this policy has been in effect for Sixty (60) or more days or is a renewal policy, we may cancel only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
 - (3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
 - (4) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;
 - (5) Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
 - (6) A material violation of a material provision of the policy.
 - b. Subject to paragraph 7.c., if we cancel for:
 - (1) Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the Insured and any lienholder or loss payee named in the policy at least 10 days before the effective date of cancellation.
 - (2) Any other reason, we will mail or deliver notice of cancellation to the Insured and any lienholder or loss payee named in the policy at least 20 days before the effective date of cancellation.

SERFF Tracking Number: *PHLX-125628583* *State:* *Arkansas*
Filing Company: *Philadelphia Indemnity Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *PR AR0035002F01*
TOI: *17.1 Other Liability - Claims Made Only* *Sub-TOI:* *17.1019 Professional Errors & Omissions*
Product Name: *Educators Liability*
Project Name/Number: *Educators Liability/PR AR0035002F01*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PHLX-125628583 State: Arkansas
Filing Company: Philadelphia Indemnity Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: PR AR0035002F01
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions
Liability
Product Name: Educators Liability
Project Name/Number: Educators Liability/PR AR0035002F01

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 05/13/2008

Comments:

Attachments:

AR - NAIC P&C TRANSMITTAL DOCUMENT.PDF
AR - NAIC FORM FILING SCHEDULE.PDF

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only

2. Insurance Department Use only	
a. Date the filing is received:	
b. Analyst:	
c. Disposition:	
d. Date of disposition of the filing:	
e. Effective date of filing:	
New Business	
Renewal Business	
f. State Filing #:	
g. SERFF Filing #:	
h. Subject Codes	

3. Group Name	Group NAIC #
Philadelphia Insurance Companies	0677

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Philadelphia Indemnity Insurance Company	PA	18058	231738402	

5. Company Tracking Number	PR AR0035002F01
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Kevin W. O'Brien One Bala Plaza, Suite 100 Bala Cynwyd PA 19004	Compliance Analyst II	877-438-7459	866-282-7495	kobrien@phlyins.com

7. Signature of authorized filer	<i>Kevin O'Brien</i>
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8. Please print name of authorized filer	Kevin W. O'Brien
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Filing Information (see General Instructions for descriptions of these fields)

9.	Type of Insurance (TOI)	17.1 Other Liability - Claims Made Only
10.	Sub-Type of Insurance (Sub-TOI)	17.1019 Professional Errors & Omissions Liability
11.	State Specific Product code(s) (if applicable) [See State Specific Requirements]	
12.	Company Program Title (Marketing Title)	
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14.	Effective Date(s) Requested	New: 6/15/08 Renewal: 6/15/08
15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	
17.	Reference Organization # & Title	
18.	Company's Date of Filing	4/30/08
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document

20.	This filing transmittal is part of Company Tracking #	PR AR0035002F01
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Enclosed are new additional forms for the Philadelphia Indemnity Insurance Company's Educators Protection Plus program for your review.

PI-EPP-03, Educators Protection Plus Coverage Form provides claims-made coverage of Professional Educational Legal Liability and Defense Reimbursement for any "Suit" Seeking Non-Monetary or Injunctive Relief for academic and educational institutions and schools. This form is almost identical to our currently filed Educators Protection policy PI-EPP-02 with the difference being the removal of Employment Practices Liability Coverage and a slight broadening of wording under 1.A.1.b (2). We currently write this coverage as a monoline professional liability policy. Our intent is for new PI-EPP-03 to be offered as part of a package, whereas current PI-EPP-02 will continue to be used as a separate stand-alone professional liability policy.

Also enclosed is PI-EPP-03D, Declaration for this Coverage Part. Our currently filed rating manual which provides rating for these coverages will apply.

Also for filing with our Educators Protection Plus program are the below referenced endorsements. There will be no rating associated with these endorsements.

PI-EPP-09, Guarantee/Warranty Exclusion Clarification Endorsement is to be used for clarification and will be attached when a risk shows evidence of making promises or representations regarding future achievement by students.

PI-EPP-10, Charter Schools Endorsement modifies the policy to address exposure to additional risk inherent in a charter school. It will be mandatory for all charter schools.

22.	<p>Filing Fees (Filer must provide check # and fee amount if applicable.) [If a state requires you to show how you calculated your filing fees, place that calculation below]</p> <p>Check #: n/a EFT Amount:</p> <p style="text-align: center;">Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>
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***Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

FORM FILING SCHEDULE

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

1.	This filing transmittal is part of Company Tracking #	PR AR0035002F01
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	n/a
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Educators Protection Plus Coverage Form	PI-EPP-03 03/08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Educators Protection Plus Declarations	PI-EPP-03D 03/08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Guarantee/Warranty Exclusion Clarification Endorsement	PI-EPP-09 03/08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Charter Schools Endorsement	PI-EPP-10 03/08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Arkansas Amendatory Endorsement	PI-EPP-AR-1 5/05	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		