

SERFF Tracking Number: ACEH-125749679 State: Arkansas  
Filing Company: Westchester Fire Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: 08-PR-2007800  
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1015 Municipal Liability  
Product Name: 08-PR-2007800  
Project Name/Number: Public Entity Liability - Reference Filing/08-PR-2007800

## Filing at a Glance

Company: Westchester Fire Insurance Company

Product Name: 08-PR-2007800 SERFF Tr Num: ACEH-125749679 State: Arkansas  
TOI: 17.1 Other Liability - Claims Made Only SERFF Status: Closed State Tr Num: EFT \$50  
Sub-TOI: 17.1015 Municipal Liability Co Tr Num: 08-PR-2007800 State Status: Fees verified and received  
Filing Type: Form Co Status: Reviewer(s): Edith Roberts  
Authors: Connie McFarlane, Bob Wolfrom, Sharon Yacuzzo Disposition Date: 08/12/2008  
Date Submitted: 07/28/2008 Disposition Status: Approved  
Effective Date Requested (New): On Approval Effective Date (New):  
Effective Date Requested (Renewal): On Approval Effective Date (Renewal):

State Filing Description:

## General Information

Project Name: Public Entity Liability - Reference Filing Status of Filing in Domicile: Pending  
Project Number: 08-PR-2007800 Domicile Status Comments:  
Reference Organization: ACE American Ins. Co. Reference Number: 02-22-08  
Reference Title: Public Entity Liability Program Advisory Org. Circular:  
Filing Status Changed: 08/12/2008  
State Status Changed: 08/12/2008 Deemer Date:  
Corresponding Filing Tracking Number:  
Filing Description:

ACE American Insurance Company currently has forms, rates and rules on file with your department which are applicable to our Public Entity Liability program. The purpose of this filing is to add Westchester Fire Insurance Company to the original filing. This new program was filed earlier this year under company filing number 08-PR-2007499. Please refer to the attached Reference Filing Numbers exhibit for prior state filing numbers, if applicable. We wish to implement this filing for all new and renewal policies effective upon your approval.

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## Company and Contact

### Filing Contact Information

Robert Wolfrom, CPCU, Regulatory Specialist robert.wolfrom@ace-ina.com  
 436 Walnut Street (215) 640-5123 [Phone]  
 Philadelphia, PA 19106 (215) 640-4986[FAX]

### Filing Company Information

Westchester Fire Insurance Company	CoCode: 21121	State of Domicile: New York
1133 Avenue of the Americas	Group Code: 626	Company Type:
New York, NY 10036	Group Name:	State ID Number:
(215) 640-2324 ext. [Phone]	FEIN Number: 13-5481330	

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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 #
Westchester Fire Insurance Company	\$50.00	07/28/2008	21625927

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	08/12/2008	08/12/2008

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## **Disposition**

Disposition Date: 08/12/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment: "Me, too" filing of sister company filing #08-PR-2007499 ACE American.

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	FILE MEMO	Approved	Yes
Form	ACE Municipal Advantage Public Entity Application	Approved	Yes
Form	ACE Municipal Advantage Public Entity Liability Renewal Application	Approved	Yes
Form	ACE Municipal Advantage Public Entity Liability Limited Sexual Abuse Application	Approved	Yes
Form	ACE Municipal Advantage Public Entity Liability Policy Declarations	Approved	Yes
Form	ACE Municipal Advantage Public Entity Liability Policy	Approved	Yes
Form	Additional Insured Endorsement	Approved	Yes
Form	Additional Public Entity Endorsement	Approved	Yes
Form	Automatic Extended Reporting Period Amended (Variable Days)	Approved	Yes
Form	Bond Exclusion	Approved	Yes
Form	Claims Mediation Endorsement	Approved	Yes
Form	Coinsurance -Loss Version	Approved	Yes
Form	Contingent Bodily Injury and Property Damage	Approved	Yes
Form	Derivatives Exclusion	Approved	Yes
Form	Employee Benefit Liability Exclusion - Claims Expense Coverage	Approved	Yes
Form	Employment Practices Liability Coverage - Law Enforcement Agencies & Fire Fighting Authorities	Approved	Yes
Form	Employment Practices Liability Exclusion	Approved	Yes
Form	Endorsement Deletion	Approved	Yes
Form	Exclusion Removal Endorsement	Approved	Yes
Form	Extended Reporting Period - One, Two or Three Years	Approved	Yes
Form	Insured Choice of Defense Counsel Endorsement	Approved	Yes

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<b>Form</b>	Insuring Agreement A.1 Non-Rescindable	Approved	Yes
<b>Form</b>	Invetsment Exclusion	Approved	Yes
<b>Form</b>	Named Insured and Address Endorsement	Approved	Yes
<b>Form</b>	Non-Monetary Damages - Variable Sublimit Endorsement	Approved	Yes
<b>Form</b>	Notice of Cancellation - Non-Cancellable Except for Non-Payment of Premium Endorsement	Approved	Yes
<b>Form</b>	Notice - Risk Manager, Legal Counsel Endorsement	Approved	Yes
<b>Form</b>	Outside Directorship - For-Profit - Triple Excess	Approved	Yes
<b>Form</b>	Personal Profit Exclusion	Approved	Yes
<b>Form</b>	Policy Period Endorsement (Non- Premium Bearing)	Approved	Yes
<b>Form</b>	Policy Period Endorsement (Premium Bearing)	Approved	Yes
<b>Form</b>	Prior Acts Exclusion - Specified Date Endorsement	Approved	Yes
<b>Form</b>	Securities Exclusion	Approved	Yes
<b>Form</b>	Specific Matter (Claim Type) Exclusion	Approved	Yes
<b>Form</b>	Specific Services Exclusion	Approved	Yes
<b>Form</b>	Tax Assessment Exclusion	Approved	Yes
<b>Form</b>	Third-Party Claims Exclusion	Approved	Yes
<b>Form</b>	Third-Party Claim Retention Endorsement	Approved	Yes
<b>Form</b>	Waiver of Application	Approved	Yes
<b>Form</b>	Disclosure Pursuant to Terrorism Risk Insurance Act	Approved	Yes
<b>Form</b>	Cap on Losses From Certified Acts of Terrorism	Approved	Yes
<b>Form</b>	Signatures	Approved	Yes
<b>Form</b>	U.S. Treasury Department's OFAC Advisory Notice to Policyholders	Approved	Yes
<b>Form</b>	Limited Sexual Abuse Liability Coverage	Approved	Yes

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<b>Form</b>	Arkansas Notice to Policyholders	Approved	Yes
<b>Form</b>	Amendatory Endorsement - 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	ACE Municipal Advantage Public Entity Application	PF-23704	(01/08)	Application/ New Binder/Enrollment		0.00	POL Application (Warrants)_PF23704.pdf
Approved	ACE Municipal Advantage Public Entity Liability Renewal Application	PF-23706	(01/08)	Application/ New Binder/Enrollment		0.00	POL Renewal Application (Warrants)_PF23706.pdf
Approved	ACE Municipal Advantage Public Entity Liability Limited Sexual Abuse Application	PF-23702	(01/08)	Application/ New Binder/Enrollment		0.00	POL Sexual Abuse Application (Warrants)_PF23702.pdf
Approved	ACE Municipal Advantage Public Entity Liability Policy Declarations	PF-23535	(01/08)	Declaration News/Schedule		0.00	Public Entity Declarations _PF23535.pdf
Approved	ACE Municipal Advantage Public Entity Liability Policy	PF-23536	(01/08)	Policy/Coverage New Form		0.00	Public Entity Policy_PF23536.pdf
Approved	Additional Insured Endorsement	PF-23537	(01/08)	Endorsement/Amendment/Conditions		0.00	Additional Insured_PF23537.pdf
Approved	Additional Public Entity Endorsement	PF-23538	(01/08)	Endorsement/Amendment/Conditions		0.00	Additional Public Entity Endorsement_PF23538.pdf

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Approved	Automatic Extended Reporting Period Amended (Variable Days)	PF-23540 (01/08)	Endorseme New nt/Amendm ent/Condi ons	0.00	Automatic ERP Amended (Variable Days)_PF23 540.pdf
Approved	Bond Exclusion	PF-23541 (01/08)	Endorseme New nt/Amendm ent/Condi ons	0.00	Bond Excl_PF235 41.pdf
Approved	Claims Mediation Endorsement	PF-23542 (01/08)	Endorseme New nt/Amendm ent/Condi ons	0.00	Claims Mediation_P F23542.pdf
Approved	Coinsurance - Loss Version	PF-23543 (01/08)	Endorseme New nt/Amendm ent/Condi ons	0.00	Coinsurance -Loss Version_P F23543.pdf
Approved	Contingent Bodily Injury and Property Damage	PF-23544 (01/08)	Endorseme New nt/Amendm ent/Condi ons	0.00	Contingent BI PD_P F23544.pdf
Approved	Derivatives Exclusion	PF-23545 (01/08)	Endorseme New nt/Amendm ent/Condi ons	0.00	Derivatives Excl_P F23545.pdf
Approved	Employee Benefit Liability Exclusion - Claims Expense Coverage	PF-23546 (01/08)	Endorseme New nt/Amendm ent/Condi ons	0.00	EBL Coverage Extension_P F23546.pdf
Approved	Employment Practices Liability Coverage - Law Enforcement Agencies & Fire Fighting Authorities	PF-23547 (01/08)	Endorseme New nt/Amendm ent/Condi ons	0.00	Employment Liab Cov- Law Enforcement + Fire Fighting Authorites_P F23547.pdf

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Approved	Employment Practices Liability Exclusion	PF-23548 (01/08)	Endorsement/Amendment/Conditions	0.00	EPL Exclusion_P F23548.pdf
Approved	Endorsement Deletion	PF-23549 (01/08)	Endorsement/Amendment/Conditions	0.00	Endorsement Deletion_PF 23549.pdf
Approved	Exclusion Removal Endorsement	PF-23550 (01/08)	Endorsement/Amendment/Conditions	0.00	Exclusion Removal_PF 23550.pdf
Approved	Extended Reporting Period - One, Two or Three Years	PF-23551 (01/08)	Endorsement/Amendment/Conditions	0.00	Extended Reporting Period-One, Two or Three Years_PF23 551.pdf
Approved	Insured Choice of Defense Counsel Endorsement	PF-23552 (01/08)	Endorsement/Amendment/Conditions	0.00	Insured Choice of Defense Counsel_PF 23552.pdf
Approved	Insuring Agreement A.1 Non-Rescindable	PF-23553 (01/08)	Endorsement/Amendment/Conditions	0.00	Insuring Agreement A1 Non-Rescindable _PF23553.p df
Approved	Investment Exclusion	PF-23554 (01/08)	Endorsement/Amendment/Conditions	0.00	Investment Excl_PF235 54.pdf
Approved	Named Insured and Address Endorsement	PF-23555 (01/08)	Endorsement/Amendment/Conditions	0.00	Named Insured and Address_PF 23555.pdf

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Approved	Non-Monetary Damages - Variable Sublimit Endorsement	PF-23556 (01/08)	Endorsement/Amendment/Conditions	0.00	Non-Monetary Damages-Variable Sublimit_PF 23556.pdf
Approved	Notice of Cancellation - Non-Cancellable Except for Non-Payment of Premium Endorsement	PF-23557 (01/08)	Endorsement/Amendment/Conditions	0.00	Notice of Cancellation-Non Cancelable except for NonPay_PF 23557.pdf
Approved	Notice - Risk Manager, Legal Counsel Endorsement	PF-23558 (01/08)	Endorsement/Amendment/Conditions	0.00	Notice-General Counsel, Risk Mgr_PF23558.pdf
Approved	Outside Directorship - For-Profit - Triple Excess	PF-23559 (01/08)	Endorsement/Amendment/Conditions	0.00	Outside Directorship-For-Profit-3x_PF23559.pdf
Approved	Personal Profit Exclusion	PF-23560 (01/08)	Endorsement/Amendment/Conditions	0.00	Personal Profit Exclusion-Final Adj_PF23560.pdf
Approved	Policy Period Endorsement (Non-Premium Bearing)	PF-23561 (01/08)	Endorsement/Amendment/Conditions	0.00	Policy Period (Non-Premium Bearing)_PF 23561.pdf
Approved	Policy Period Endorsement (Premium Bearing)	PF-23562 (01/08)	Endorsement/Amendment/Conditions	0.00	Policy Period (Premium Bearing)_PF

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	Bearing)		ons		23562.pdf
Approved	Prior Acts Exclusion - Specified Date Endorsement	PF-23563 (01/08)	Endorsement/Amendment/Conditions	0.00	Prior Acts Excl-Specific Date_PF23563.pdf
Approved	Securities Exclusion	PF-23564 (01/08)	Endorsement/Amendment/Conditions	0.00	Securities Excl_PF23564.pdf
Approved	Specific Matter (Claim Type) Exclusion	PF-23566 (01/08)	Endorsement/Amendment/Conditions	0.00	Specific Matter (Claim Type) Excl_PF23566.pdf
Approved	Specific Services Exclusion	PF-23567 (01/08)	Endorsement/Amendment/Conditions	0.00	Specific Services Excl_PF23567.pdf
Approved	Tax Assessment Exclusion	PF-23568 (01/08)	Endorsement/Amendment/Conditions	0.00	Tax Assessment Excl_PF23568.pdf
Approved	Third-Party Claims Exclusion	PF-23569 (01/08)	Endorsement/Amendment/Conditions	0.00	Third-Party EPL Claims Exclusion_P F23569.pdf
Approved	Third-Party Claim Retention Endorsement	PF-23570 (01/08)	Endorsement/Amendment/Conditions	0.00	Third-Party EPL Claim Retention Endt_PF23570.pdf
Approved	Waiver of Application	PF-23571 (01/08)	Endorsement/Amendment/Conditions	0.00	Waiver of Application_ PF23571.pdf
Approved	Disclosure Pursuant to Terrorism Risk	TRIA12b (01/08)	Endorsement/Amendment/Conditions	0.00	TRIA12b.pdf

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Insurance Act		ons				
Approved	Cap on Losses From Certified Acts of Terrorism	PF-17705a	(01/08)	Endorsement/Amendment/Conditions	0.00	Cap On Losses From Certified Acts Of Terrorism_P F17705a.pdf
Approved	Signatures	CC-1K11e	(02/06)	Endorsement/Amendment/Conditions	0.00	Signatures (Admitted)_ CC1K11e.pdf
Approved	U.S. Treasury Department's OFAC Advisory Notice to Policyholders	PF-17914	(02/05)	Disclosure/ New Notice	0.00	OFAC Notice_PF17914.pdf
Approved	Limited Sexual Abuse Liability Coverage	PF-23782	(01/08)	Endorsement/Amendment/Conditions	0.00	Limited Sexual Abuse_PF23782.pdf
Approved	Arkansas Notice to Policyholders	ALL-2Y31A	(02/06)	Disclosure/ New Notice		AR Notice to Policyholders_ALL2Y31a .pdf
Approved	Amendatory Endorsement - Arkansas	PF-23574	(01/08)	Endorsement/Amendment/Conditions		AR Amendatory _PF23574.pdf





# ACE Municipal Advantage<sup>SM</sup> Public Entity Liability Application

## NOTICE

The Policy for which you are applying is written on a claims-made and reported basis. Only claims first made against the Insured and reported to the Company during the Policy Period are covered subject to the Policy Provisions.

The Limits of Liability stated in the Policy are reduced, and may be exhausted, by Claims Expenses. Claims Expenses are also applied against your Retention, if any. If you have any questions about coverage, please discuss them with your insurance agent.

## INSTRUCTIONS

Please type or print all answers clearly. Answer all questions completely, leaving no blanks. If there is insufficient space to complete an answer, please continue on a separate sheet indicating the question number. If any questions, or any part thereof, do not apply, print N/A in the space. Insert checks in Yes or No answer boxes, if any. This application must be completed, signed, and dated by an authorized officer of your firm. Underwriters will rely on all statements made in this application.

The information requested in this application is for underwriting purposes only and does not constitute notice to the Company under any Policy of a claim or potential claim. All such notices must be submitted to the Company pursuant to the terms of the Policy, if and when issued.

### Please attach copies of the following:

- Audited Financial Statement or Budget for the most recent available fiscal year, if the applicant has more than \$500,000,000 in Annual Budget
- Minimum of last 3 years of liability claim loss runs (5 years desired)
- Current Employee Handbook including procedures on sexual harassment, discrimination and employee grievances, if the applicant has more than 1,500 full-time and part-time employees
- Copy of the **Public Entity's** Employment Termination procedures, if the applicant has more than 1,500 full-time and part-time employees

1. Name of **Public Entity**: \_\_\_\_\_ Year Established: \_\_\_\_\_

2. Principal Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Public Entity's Website** www. \_\_\_\_\_

3. Do you have a Full Time Risk Manager?  Yes  No

Name of Risk Manager: \_\_\_\_\_ Phone Number: \_\_\_\_\_

## GENERAL INFORMATION:

4. Type of **Public Entity**:  Town  City  County  State

Special District Authority or Commission (Please indicate):

Water/Sewer  Utility (Gas/Electric/Cable)  Development/Finance Authority

Port Authority  Transit Authority  Housing Authority

Airport  Sports/Convention Center  Parks Department

5. Population Trends: Please provide Population information:

	CURRENT YEAR	PRIOR YEAR	2 <sup>ND</sup> PRIOR YEAR
Population of Municipality			

Seasonal increase in population?  Yes  No \_\_\_\_%

6. Budget and Employment information for the **Public Entity**.

a. Please provide the annual budget and employee count of the **Public Entity**.

**Please do not include that portion of the Annual Budget that is allocated to any of the following entities:** schools, hospitals, clinics, nursing homes or other health care operations, jails or detention facilities, law enforcement agencies or fire fighting authorities.

Public Entity	Current Annual Revenue/Budget	Number of Employees	
		Full Time	Part Time
	\$		

b. If coverage is desired for any of the operations listed below, please provide the Budget and Employment information as requested.

**Please note: Coverage for any of these operations is subject to the review and acceptance by the underwriter and will be provided by endorsement only**

Public Entity	Current Annual Revenue/Budget	Number of Employees	
		Full Time	Part Time
Schools	\$		
Health Care Operations (hospitals, clinics, nursing homes, etc.)	\$		
Jails or detention facilities	\$		
Law enforcement agencies	\$		
Fire fighting authorities	\$		

7. Does the **Public Entity** employ any of the following professional staff:

Lawyers  Yes  No Total Number \_\_\_\_\_  
 Accountants  Yes  No Total Number \_\_\_\_\_  
 Architects/Engineers  Yes  No Total Number \_\_\_\_\_

**FINANCIAL INFORMATION:**

Please provide the following information. *If "Yes" to any question below, or if the applicant has budget deficits in the past three years, please explain on a separate attachment.*

8. a) Indicate fiscal year end date: \_\_\_\_\_  
 b) Please provide a budget figure for the current and prior two fiscal years:

	CURRENT YEAR	PRIOR YEAR	2 <sup>ND</sup> PRIOR YEAR
Revenues			
Expenditures			
Outstanding Bond Issues			
Budget Surplus (Deficit)			

c) Has any State or Federal funding (aid) been eliminated in the past year?  Yes  No  
 d) Does the Public Entity anticipate any special projects which will result in a substantial budget increase or decrease in the next 3 years?  Yes  No  
 e) Has the Public Entity been in default on principal or interest on any bond?  Yes  No

9. Please indicate if the **Public Entity's** bonds are rated (check all that apply) and their ratings from each agency:

<b>Rating</b>	<b>Rating</b>	<b>Rating</b>
<input type="checkbox"/> Moody's	<input type="checkbox"/> Standard & Poor's	<input type="checkbox"/> Fitch

**PUBLIC ENTITY OPERATIONS**

*If the answer is "Yes" to any question below, please attach details on a separate piece of paper*

10. Are the **Public Entity's** board, council or commission members elected or appointed?  Elected  
 Appointed
- a) If ELECTED, are they elected via:  Single Member District  At Large  Combination of Both
- b) If APPOINTED, by whom? \_\_\_\_\_
- 
11. Have any of the following occurred within the past five years:
- a) Strike, slowdown or other disruption by employees?  Yes  No
- b) Protests or civil commotion related to **Public Entity's** operations or activities?  Yes  No
- c) Disputes involving integration, segregation, discrimination, or violation of civil rights?  Yes  No
- d) Grand jury investigations, recall proceedings or indictments of any elected or appointed officials?  Yes  No
12. Does the **Public Entity**:
- a) Have zoning provisions that require a public hearing for zoning changes?  Yes  No
- b) Have a policy and process which prohibits zoning board members from voting on actions which may conflict with their own business or investment interests?  Yes  No
- c) Have a disaster planning document in place for both natural disasters and terrorist acts?  Yes  No
- d) Award any jobs or projects under sole source or "no-bid" contracts?  Yes  No
- e) Operate, license and/or regulate any child or elder care facilities, family child care or foster care homes, child adoption services, child welfare services or public housing?  Yes  No
13. Does the **Public Entity's** vendor contracting review process include the following:
- a) Use of hold harmless provisions in all contracts?  Yes  No
- b) Use of Indemnification provisions?  Yes  No
- c) Transfer of liability to services provider under contract with the applicant  Yes  No
- d) Attorney attendance and written documentation of meetings  Yes  No
- e) Minority vendor hiring policy  Yes  No

**EMPLOYMENT PRACTICES**

*If the answer is "No" to any question below, please attach details on a separate piece of paper*

Does the **Public Entity**:

- 14. Have a Human Resources or Personnel Department?  Yes  No
- 15. Use a uniform employment application for all applicants at all locations?  Yes  No
- 16. Have a formal orientation program for all new **Employees**?  Yes  No
- 17. Regularly conduct sensitivity training or other discrimination or sexual harassment prevention education?  Yes  No
- 18. Provide regular written performance evaluations for all **Employees**?  Yes  No
- 19. Use an "800" number, intranet or similar method for the reporting of allegations of employment practices violations?  Yes  No
- 20. Have a formal out-placement program which assists terminated or laid off employees in finding other jobs?  Yes  No
- 21. Require mandatory arbitration of employment and labor related claims?  Yes  No
- 22. Require terminations to be reviewed by the following:
  - Human Resources Department?  Yes  No
  - Legal Department?  Yes  No
  - Outside Counsel?  Yes  No
- 23. Publish and distribute a uniform employment handbook?  Yes  No

Please indicate whether the **Public Entity** has adopted the following policies and if the policy is in the Employee Handbook:

	<u>Adopted</u>	<u>In Employee Handbook</u>
EEO Statement	<input type="checkbox"/>	<input type="checkbox"/>
At-will Statement	<input type="checkbox"/>	<input type="checkbox"/>
Sexual Harassment Policy/Procedure	<input type="checkbox"/>	<input type="checkbox"/>
Progressive Discipline	<input type="checkbox"/>	<input type="checkbox"/>
FMLA Policy	<input type="checkbox"/>	<input type="checkbox"/>
Pregnancy Leave Policy	<input type="checkbox"/>	<input type="checkbox"/>
Grievance Procedures	<input type="checkbox"/>	<input type="checkbox"/>
ADA Policy Requiring Reasonable Accommodation	<input type="checkbox"/>	<input type="checkbox"/>
Minority Hiring Policy	<input type="checkbox"/>	<input type="checkbox"/>
Union Hiring Policy	<input type="checkbox"/>	<input type="checkbox"/>
Email and Voicemail Use	<input type="checkbox"/>	<input type="checkbox"/>
Retention of Computer Data, Emails and Voicemail	<input type="checkbox"/>	<input type="checkbox"/>

- 24. If a *California Public Entity*, does the **Public Entity** Provide to its supervisory employees in that location(s), two hours of classroom or other interactive training and education regarding sexual harassment at least once every two years?  Yes  No

Regarding Third Party Liability exposure, does the **Public Entity**:

- 25. Have policies or procedures outlining **Employee** conduct when interacting with customers, clients, the general public or other third parties?  Yes  No
- 26. Have policies or procedures for dealing with complaints from customers, clients or third parties for issues involving harassment or discrimination?  Yes  No
- 27. Provide formal diversity or cultural sensitivity training for employees who interact with customers, clients or the general public?  Yes  No

28. Has a customer, client or third party ever submitted a written complaint or brought a civil proceeding against a proposed Insured alleging harassment, discrimination, or civil rights violations?  Yes  No

If "Yes", please attach details on a separate piece of paper

**CLAIMS INFORMATION:**

29. Has there been, or is there now pending, any **Claim(s)** against any proposed **Insured**?  Yes  No
30. Does any proposed **Insured** have knowledge or information of any act, error, omission, fact, circumstance, inquiry or formal or in-formal investigation which might give rise to a **Claim** under the proposed **Policy**?  Yes  No
31. Does any proposed **Insured** have knowledge or information of any threatened claim which might give rise to a **Claim** under the proposed **Policy**?  Yes  No
32. During the last 3 years have any of the **Insureds** been involved in any administrative proceedings before the Equal Employment Opportunity Commission, the U.S. Department of Labor, including the Office of Federal Contract Compliance Programs, or any state or local government agency whose purpose is to address employment-related claims?  Yes  No
33. Have any **Insureds** ever been the subject of a disciplinary action or required to comply with any judicial or administrative agreement, order, decree or judgment?  Yes  No

**If "Yes" to any of Questions 29-33 please attach a detailed explanation including date of event, claimant, nature of matter, defense costs, indemnity amount, reserve amount and current status for each claim, matter, event, notice or circumstance.**

It is agreed that with respect to questions 29-33 above, if such **Claim**, knowledge, information, proceeding, agreement, investigation, matter, order, decree or judgment exists, any **Claim** arising therefrom is excluded from the proposed coverage and will not be covered for **Claims Expenses**, indemnity, or **Loss** under any **Policy** issued.

**CURRENT INSURANCE INFORMATION**

34. Please provide Public Officials Liability and Employment Practices Liability policy information:

LAST 5 YEARS	PROFESSIONAL LIABILITY CARRIER	LIMITS	DEDUCTIBLE / RETENTION	PREMIUM
Current Year				
Prior Year				
2 <sup>nd</sup> Prior Yr				
3 <sup>rd</sup> Prior Yr				
4 <sup>th</sup> Prior Yr				

35. Current general liability carrier and limits: \_\_\_\_\_
36. Current Law Enforcement/Police Professional Liability insurance carrier and limits: \_\_\_\_\_

## **FRAUD WARNING STATEMENTS**

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

**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, 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 DISTRICT OF COLUMBIA APPLICANTS:** WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

**NOTICE TO NEW JERSEY APPLICANTS:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**NOTICE TO NEW MEXICO APPLICANTS:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

**NOTICE TO 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 claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty cont to exceed five thousand dollars and the stated value of the claim for each such violation.

**NOTICE TO OHIO APPLICANTS:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**NOTICE TO OKLAHOMA APPLICANTS:** WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**NOTICE TO TENNESSEE 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 ALL APPLICANTS:**

**ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON, FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS INFORMATION FOR THE PURPOSE OF MISLEADING, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.**

NOTICE TO APPLICANTS. PLEASE READ CAREFULLY

BY SIGNING THIS APPLICATION, THE APPLICANT, ON BEHALF OF ALL PROPOSED INSURED, WARRANTS TO THE COMPANY THAT ALL STATEMENTS MADE IN THIS APPLICATION AND ATTACHMENTS HERETO ABOUT THE APPLICANT, ITS SUBSIDIARIES, AND THEIR OPERATIONS ARE TRUE AND COMPLETE, AND THAT NO MATERIAL FACTS HAVE BEEN MISSTATED, OMITTED, SUPPRESSED, CONCEALED, OR MISREPRESENTED IN THIS APPLICATION OR ITS ATTACHMENTS . THE APPLICANT UNDERSTANDS AND AGREES THAT IF, AFTER THE DATE OF THIS APPLICATION AND PRIOR TO THE EFFECTIVE DATE OF ANY POLICY BASED ON THIS APPLICATION AND ATTACHMENTS, ANY OCCURRENCE, EVENT OR OTHER CIRCUMSTANCE SHOULD RENDER ANY OF THE INFORMATION CONTAINED IN THIS APPLICATION INACCURATE OR INCOMPLETE, THEN THE APPLICANT SHALL NOTIFY THE COMPANY OF SUCH OCCURRENCE, EVENT OR CIRCUMSTANCE AND SHALL PROVIDE THE COMPANY WITH INFORMATION THAT WOULD COMPLETE, UPDATE OR CORRECT SUCH INFORMATION. ANY OUTSTANDING QUOTATIONS MAY BE MODIFIED OR WITHDRAWN AT THE SOLE DISCRETION OF THE COMPANY.

COMPLETION OF THIS FORM DOES NOT BIND COVERAGE. THE APPLICANT'S ACCEPTANCE OF THE COMPANY'S QUOTATION IS REQUIRED BEFORE THE INSURANCE MAY BE BOUND AND A POLICY ISSUED. THE APPLICANT UNDERSTANDS AND AGREES THAT THE COMPANY, IN PROPOSING TO PROVIDE INSURANCE, HAS RELIED ON THIS APPLICATION AND ALL ATTACHMENTS, AND THAT THIS APPLICATION AND ALL ATTACHMENTS ,ARE (1) MATERIAL AND THE BASIS OF THE CONTRACT WITH THE COMPANY, AND (2) DEEMED TO BE A PART OF THE POLICY TO BE ISSUED AS IF PHYSICALLY ATTACHED THERETO. THE APPLICANT HEREBY AUTHORIZES THE RELEASE OF CLAIMS INFORMATION FROM ANY PRIOR INSURERS TO THE COMPANY.

THE UNDERSIGNED OFFICER OF THE APPLICANT CERTIFIES AND WARRANTS THAT HE/SHE IS DULY AUTHORIZED TO EXECUTE THIS APPLICATION ON BEHALF OF THE APPLICANT AND ITS SUBSIDIARIES.

Applicant's Signature:

\_\_\_\_\_  
(Must be signed by an Officer of the Applicant)

\_\_\_\_\_  
Print Name and Title

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date (Mo./Day/Yr.)

**FOR IOWA APPLICANTS ONLY:**

Broker: \_\_\_\_\_

Address: \_\_\_\_\_

**FOR MISSOURI APPLICANTS ONLY:**

**PLEASE ACKNOWLEDGE AND SIGN THE FOLLOWING DISCLOSURE TO YOUR APPLICATION FOR INSURANCE:**

**THE APPLICANT UNDERSTANDS AND ACKNOWLEDGES THAT THE POLICY FOR WHICH IT IS APPLYING CONTAINS A DEFENSE WITHIN LIMITS PROVISION WHICH MEANS THAT CLAIMS EXPENSES WILL REDUCE THE POLICY'S LIMITS OF LIABILITY AND MAY EXHAUST THEM COMPLETELY. SHOULD THAT OCCUR, THE APPLICANT SHALL BE LIABLE FOR ANY FURTHER CLAIMS EXPENSES AND DAMAGES.**

Applicant's Signature:

\_\_\_\_\_

(Must be signed by an Officer of the Applicant)

\_\_\_\_\_

Print Name and Title

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date (Mo./Day/Yr.)



# ACE Municipal Advantage<sup>SM</sup> Public Entity Liability Renewal Application

### NOTICE

The Policy for which you are applying is written on a claims-made and reported basis. Only claims first made against the Insured and reported to the Company during the Policy Period are covered subject to the Policy Provisions.

The Limits of Liability stated in the Policy are reduced, and may be exhausted, by Claims Expenses. Claims Expenses are also applied against your Retention, if any. If you have any questions about coverage, please discuss them with your insurance agent.

### INSTRUCTIONS

Please type or print all answers clearly. Answer all questions completely, leaving no blanks. If there is insufficient space to complete an answer, please continue on a separate sheet indicating the question number. If any questions, or any part thereof, do not apply, print N/A in the space. Insert checks in Yes or No answer boxes, if any. This application must be completed, signed, and dated by an authorized officer of your firm. Underwriters will rely on all statements made in this application.

The information requested in this application is for underwriting purposes only and does not constitute notice to the Company under any Policy of a claim or potential claim. All such notices must be submitted to the Company pursuant to the terms of the Policy, if and when issued.

**Please attach copies of the following:**

- Audited Financial Statement or Budget for the most recent available fiscal year, if the applicant has more than \$500,000,000 in Annual Budget
- Minimum of last 3 years of liability claim loss runs (5 years desired)

1. Name of **Public Entity**: \_\_\_\_\_ Year Established: \_\_\_\_\_

2. Principal Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Public Entity's Website** www. \_\_\_\_\_

3. Do you have a Full Time Risk Manager?  Yes  No

Name of Risk Manager: \_\_\_\_\_ Phone Number: \_\_\_\_\_

### GENERAL INFORMATION:

4. Population Trends: Please provide Population information:

	CURRENT YEAR	PRIOR YEAR	2 <sup>ND</sup> PRIOR YEAR
Population of Municipality			

Seasonal increase in population?  Yes  No \_\_\_\_\_%

6. Budget and Employment information for the Public Entity.

a. Please provide the annual budget and employee count of the Public Entity.

**Please do not include that portion of the Annual Budget that is allocated to any of the following entities:** schools, hospitals, clinics, nursing homes or other health care operations, jails or detention facilities, law enforcement agencies or fire fighting authorities.

Public Entity	Current Annual Revenue/Budget	Number of Employees	
		Full Time	Part Time
	\$		

b. If coverage is desired for any of the operations listed below, please provide the Budget and Employment information as requested.

**Please note: Coverage for any of these operations is subject to the review and acceptance by the underwriter and will be provided by endorsement only**

Public Entity	Current Annual Revenue/Budget	Number of Employees	
		Full Time	Part Time
Schools	\$		
Health Care Operations (hospitals, clinics, nursing homes, etc.)	\$		
Jails or detention facilities	\$		
Law enforcement agencies	\$		
Fire fighting authorities.	\$		

7. Does the **Public Entity** employ any of the following professional staff:

- |                      |  |                    |
|----------------------|--|--------------------|
| Lawyers              | <input type="checkbox"/> Yes <input type="checkbox"/> No | Total Number _____ |
| Accountants          | <input type="checkbox"/> Yes <input type="checkbox"/> No | Total Number _____ |
| Architects/Engineers | <input type="checkbox"/> Yes <input type="checkbox"/> No | Total Number _____ |

**FINANCIAL INFORMATION:**

Please provide the following information. *If "Yes" to any question below, or if the applicant has budget deficits in the past three years, please explain on a separate attachment.*

8. a) Indicate fiscal year end date: \_\_\_\_\_

b) Please provide a budget figure for the current and prior two fiscal years:

	CURRENT YEAR	PRIOR YEAR	2 <sup>ND</sup> PRIOR YEAR
Revenues			
Expenditures			
Outstanding Bond Issues			
Budget Surplus (Deficit)			

- c) Has any State or Federal funding (aid) been eliminated in the past year?  Yes  No
- d) Does the Public Entity anticipate any special projects which will result in a substantial budget increase or decrease in the next 3 years?  Yes  No
- e) Has the Public Entity been in default on principal or interest on any bond?  Yes  No

9. Have there been any changes in the **Public Entity's** bond rating(s) over the past year?  Yes  No

## **PUBLIC ENTITY OPERATIONS**

*If the answer is "YES" to any question below, please attach details on a separate piece of paper*

Over the past year have there been any changes to the **Public Entity's**:

- Public Officials election or appointment process?  Yes  No
- Zoning provisions, policies and processes?  Yes  No
- Vendor contract bidding process and contract review process?  Yes  No
- Disaster planning document in place for both natural disasters and terrorist acts?  Yes  No

Over the past year has the **Public Entity** begun to operate, license and/or regulate any child or elder care facilities, family child care or foster care homes, child adoption services, child welfare services, or public housing?  Yes  No

## **EMPLOYMENT PRACTICES**

*If the answer is "YES" to any question below, please attach details on a separate piece of paper*

Over the past year have there been any changes to the **Public Entity's**:

10. Human Resources or Personnel Department?  Yes  No
11. **Employee** orientation program?  Yes  No
12. Sensitivity training or discrimination/harassment prevention education?  Yes  No
13. **Employee** Performance evaluations procedures/process?  Yes  No
14. Out-placement program for laid off or disassociated **Employees**?  Yes  No
15. **Employee** termination review process?  Yes  No
16. Employment handbook?  Yes  No

Regarding Third Party Liability exposure, does the **Public Entity**:

17. Over the past year has there been any changes to the **Public Entity's** policies or procedures:
- a. Regarding **Employee** conduct when interacting with customers, clients, the general public or other third parties,
  - b. Dealing with complaints from customers, clients or third parties for issues involving harassment or discrimination, or  Yes  No
  - c. Regarding Diversity or cultural sensitivity training for employees who interact with customers, clients or the general public

*If "Yes", please attach details on a separate piece of paper*

## **CURRENT INSURANCE INFORMATION**

18. Over the past year have there been any changes to the **Public Entity's** General Liability coverage or insurer?  Yes  No
19. Over the past year have there been any changes to the **Public Entity's** Law Enforcement Liability coverage or insurer?  Yes  No

## **FRAUD WARNING STATEMENTS**

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THE UNDERSIGNED OFFICER OF THE APPLICANT CERTIFIES AND WARRANTS THAT HE/SHE IS DULY AUTHORIZED TO EXECUTE THIS APPLICATION ON BEHALF OF THE APPLICANT AND ITS SUBSIDIARIES.

Applicant's Signature:

\_\_\_\_\_

(Must be signed by an Officer of the Applicant)

\_\_\_\_\_  
Print Name and Title

\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
Date (Mo./Day/Yr.)

**FOR IOWA APPLICANTS ONLY:**

Broker: \_\_\_\_\_

Address: \_\_\_\_\_

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Applicant's Signature:

\_\_\_\_\_  
(Must be signed by an Officer of the Applicant)

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date (Mo./Day/Yr.)



# ACE Municipal Advantage<sup>SM</sup> Public Entity Liability Limited Sexual Abuse Application

## INSTRUCTIONS

Completion of this application may require input from your organization's risk management, human resources or legal departments. Additional space may be needed to provide complete answers.

- Please type or print answers clearly. (Type in shaded boxes or print on lines provided)
- Answer **ALL** questions completely, leaving no blanks. If any questions, or part thereof, do not apply, print "N/A" in the space.
- Provide any supporting information on a separate sheet using your letterhead and reference the applicable question number.
- Check Yes or No answers.
- This form must be completed, dated and signed by an authorized officer of your company.

**Underwriters will rely on all statements made in this application.**

Please submit a copy of the following with this completed supplemental application:

- Policy and procedure documents related to your **Sexual Abuse** prevention program.
- Notification and incident response documentation related to your **Sexual Abuse** prevention program.
- **Sexual Abuse** awareness training program materials and training schedule.
- Details of all **Sexual Abuse Claims** and litigation for the past five years.
- **Claims** handling procedures for sexual abuse claims.

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

1. Is a **Sexual Abuse** prevention program currently in effect and active?  Yes  No
2. Are written policies clearly expressing management's commitment to **Sexual Abuse** prevention currently in place?  Yes  No
3. Are **Sexual Abuse** prevention programs actively implemented and enforced throughout the organization?  Yes  No
4. Please provide the name and title of the individual responsible for the coordination of the **Sexual Abuse** prevention program:  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_
5. Do your procedures restrict the amount of one-on-one contact with minors, or require that more than one employee or volunteer is present at all times when a client or student is in your care?  Yes  No
6. Do your **Sexual Abuse** prevention programs include rules for conduct along with established disciplinary measures for non compliance applicable to all employees, vendors and volunteers?  Yes  No
7. Are parents/custodians made aware of the child abuse program information and prevention policies and procedures?  Yes  No

8. Please identify which individuals in your organization receive **Sexual Abuse** awareness and prevention training:

Management	Times per year:	_____
Staff	Times per year:	_____
Volunteers	Times per year:	_____

9. Please describe the type and extent of the training your new employees, vendors and volunteers receive:

10. What is your assessment of the effectiveness of your training program and what improvements do you believe to be necessary?

11. Are background checks conducted for prospective employees?  Yes  No  
If so, is documentation maintained in personnel files?  Yes  No

12. Are background checks conducted on vendors and volunteers who may have any contact with minors?  Yes  No  
If so, is documentation maintained in personnel files?  Yes  No

13. Please indicate if background checks include a review of:

- a. National or state sex offender hotlines  Yes  No
- b. State Police Records  Yes  No
- c. FBI Records  Yes  No
- d. State Department of Social Services Records  Yes  No
- e. Records on file with other similar public agencies  Yes  No
- f. Personal References  Yes  No
- g. Education Verification  Yes  No
- h. Employment History Verification  Yes  No

If background checks are outsourced, please provide name and organization that performs this work:

Name:

Company:

14. In the past five years has any officer, employee or volunteer been terminated for cause related to sexually abusive behavior?  Yes  No

If so, please provide detail on separate sheet.

15. In the past five years, has any officer, employee or volunteer been transferred or placed in a different position due to allegations of **Sexual Abuse**?  Yes  No

If so, please provide detail on separate sheet.

16. Are persons who are not officers, employees or volunteers in your care overnight?  Yes  No

If so, please provide detail on separate sheet on the category of persons and circumstance.

17. Do policies and procedures include an incident reporting and follow-up mechanism?  Yes  No

18. Are incident reporting and follow up procedures related to allegations of potential **Sexual Abuse** documented and maintained in personnel or other files?  Yes  No

19. Does your organization have a mechanism in place to ensure that any allegations of potential **Sexual Abuse** can be reported anonymously and are employees, vendors, volunteers, clients and students instructed to report possible instances of **Sexual Abuse**?  Yes  No

20. Are there written procedures for investigating anonymous and confidential allegations; and is the person receiving these reports specifically trained in addressing sensitive claims?  Yes  No
21. Do you report known or suspected incidents of abuse to proper police authorities?  Yes  No

**SEXUAL ABUSE CLAIMS INFORMATION:**

22. Is there now pending any **Sexual Abuse Claim(s)** against any proposed **Insured**?  Yes  No
23. Has any proposed **Insured** been the subject of any past **Sexual Abuse Claim(s)**?  Yes  No
24. Does any proposed **Insured** have knowledge or information of any act, error, omission, fact, circumstance, inquiry or formal or in-formal investigation which might give rise to a **Sexual Abuse Claim** under the proposed **Policy**?  Yes  No
25. Does any proposed **Insured** have knowledge or information of any threatened claim which might give rise to a **Sexual Abuse Claim** under the proposed **Policy**?  Yes  No

**If “Yes” to any of Questions 22-25 please attach a detailed explanation including date of event, claimant, nature of matter, defense costs, indemnity amount, reserve amount and current status for each claim, matter, event, notice or circumstance.**

It is agreed that with respect to questions 22-25 above, if such **Sexual Abuse Claim**, knowledge, information, proceeding, agreement, investigation, matter, order, decree or judgment exists, any **Sexual Abuse Claim** arising therefrom is excluded from the proposed coverage and will not be covered for **Claims Expenses**, indemnity or **Loss** under any **Policy** issued.

**FRAUD WARNING STATEMENTS**

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**NOTICE TO OHIO APPLICANTS:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**NOTICE TO OKLAHOMA APPLICANTS:** WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**NOTICE TO TENNESSEE 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 ALL APPLICANTS:**

**ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON, FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS INFORMATION FOR THE PURPOSE OF MISLEADING, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.**

NOTICE TO APPLICANTS. PLEASE READ CAREFULLY

BY SIGNING THIS APPLICATION, THE APPLICANT, ON BEHALF OF ALL PROPOSED INSUREDS, WARRANTS TO THE COMPANY THAT ALL STATEMENTS MADE IN THIS APPLICATION AND ATTACHMENTS HERETO ABOUT THE APPLICANT, ITS SUBSIDIARIES, AND THEIR OPERATIONS ARE TRUE AND COMPLETE, AND THAT NO MATERIAL FACTS HAVE BEEN MISSTATED, OMITTED, SUPPRESSED, CONCEALED, OR MISREPRESENTED IN THIS APPLICATION OR ITS ATTACHMENTS . THE APPLICANT UNDERSTANDS AND AGREES THAT IF, AFTER THE DATE OF THIS APPLICATION AND PRIOR TO THE EFFECTIVE DATE OF ANY POLICY BASED ON THIS APPLICATION AND ATTACHMENTS, ANY OCCURRENCE, EVENT OR OTHER CIRCUMSTANCE SHOULD RENDER ANY OF THE INFORMATION CONTAINED IN THIS APPLICATION INACCURATE OR INCOMPLETE, THEN THE APPLICANT SHALL NOTIFY THE COMPANY OF SUCH OCCURRENCE, EVENT OR CIRCUMSTANCE AND SHALL PROVIDE THE COMPANY WITH INFORMATION THAT WOULD COMPLETE, UPDATE OR CORRECT SUCH INFORMATION. ANY OUTSTANDING QUOTATIONS MAY BE MODIFIED OR WITHDRAWN AT THE SOLE DISCRETION OF THE COMPANY.

COMPLETION OF THIS FORM DOES NOT BIND COVERAGE. THE APPLICANT'S ACCEPTANCE OF THE COMPANY'S QUOTATION IS REQUIRED BEFORE THE INSURANCE MAY BE BOUND AND A POLICY ISSUED. THE APPLICANT UNDERSTANDS AND AGREES THAT THE COMPANY, IN PROPOSING TO PROVIDE INSURANCE, HAS RELIED ON THIS APPLICATION AND ALL ATTACHMENTS, AND THAT THIS APPLICATION AND ALL ATTACHMENTS ,ARE (1) MATERIAL AND THE BASIS OF THE CONTRACT WITH THE COMPANY, AND (2) DEEMED TO BE A PART OF THE POLICY TO BE ISSUED AS IF PHYSICALLY ATTACHED THERETO. THE APPLICANT HEREBY AUTHORIZES THE RELEASE OF CLAIMS INFORMATION FROM ANY PRIOR INSURERS TO THE COMPANY.

THE UNDERSIGNED OFFICER OF THE APPLICANT CERTIFIES AND WARRANTS THAT HE/SHE IS DULY AUTHORIZED TO EXECUTE THIS APPLICATION ON BEHALF OF THE APPLICANT AND ITS SUBSIDIARIES.

Applicant's Signature:

\_\_\_\_\_  
(Must be signed by an Officer of the Applicant)

\_\_\_\_\_  
Print Name and Title

\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
Date (Mo./Day/Yr.)

**FOR IOWA APPLICANTS ONLY:**

Broker: \_\_\_\_\_

Address: \_\_\_\_\_

**FOR MISSOURI APPLICANTS ONLY:**

**PLEASE ACKNOWLEDGE AND SIGN THE FOLLOWING DISCLOSURE TO YOUR APPLICATION FOR INSURANCE:**

**THE APPLICANT UNDERSTANDS AND ACKNOWLEDGES THAT THE POLICY FOR WHICH IT IS APPLYING CONTAINS A DEFENSE WITHIN LIMITS PROVISION WHICH MEANS THAT CLAIMS EXPENSES WILL REDUCE THE POLICY'S LIMITS OF LIABILITY AND MAY EXHAUST THEM COMPLETELY. SHOULD THAT OCCUR, THE APPLICANT SHALL BE LIABLE FOR ANY FURTHER CLAIMS EXPENSES AND DAMAGES.**

Applicant's Signature:

\_\_\_\_\_  
(Must be signed by an Officer of the Applicant)

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date (Mo./Day/Yr.)



ACE American Insurance Company  
 Illinois Union Insurance Company  
 Westchester Surplus Lines Insurance Company  
 [LIST ONLY THE COMPANY THAT APPLIES]

# ACE Municipal Advantage<sup>SM</sup> Public Entity Liability Policy Declarations

This Policy is issued by the stock insurance company listed above.

THIS POLICY IS A CLAIMS MADE AND REPORTED POLICY. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE, AND WHICH ARE THE RESULT OF WRONGFUL ACTS COMMITTED BEFORE THE END OF THE POLICY PERIOD. PLEASE READ THIS POLICY CAREFULLY.

THE LIMITS OF LIABILITY AVAILABLE TO PAY INSURED DAMAGES SHALL BE REDUCED BY AMOUNTS INCURRED FOR CLAIMS EXPENSES. FURTHER NOTE THAT AMOUNTS INCURRED FOR DAMAGES AND CLAIMS EXPENSES SHALL ALSO BE APPLIED AGAINST THE RETENTION AMOUNT.

TERMS THAT APPEAR IN BOLD FACE TYPE HAVE SPECIAL MEANING. PLEASE REFER TO SECTION II, DEFINITIONS.

<b>Policy No.</b>	
Item 1. <b>Public Entity:</b>	Principal Address:
Item 2. <b>Policy Period:</b>	From 12:01 a.m. To 12:01 a.m. (Local time at the address shown in Item 1)
Item 3. Limits of Liability Each <b>Claim</b> and in the Aggregate for all <b>Claims</b> including <b>Claims Expenses:</b>	\$
Item 4. Retention	
A. For <b>Damages</b> and <b>Claims Expenses</b> under Insuring Agreement IA.1:	\$ Zero each <b>Claim</b>
B. For <b>Damages</b> and <b>Claims Expenses</b> under Insuring Agreement IA.2 and IB:	\$ each <b>Claim</b>
C. For <b>Damages</b> and <b>Claims Expenses</b> under Insuring Agreement IC:	\$ each <b>Claim</b>

<p>Item 5. <b>Notice to Insurer:</b></p> <p style="margin-left: 40px;">A. Notice of <b>Claim</b> or <b>Wrongful Act:</b></p> <p style="margin-left: 80px;">Director of Professional Liability Claims  [Company]  [Address]  [Address]</p> <p style="margin-left: 40px;">B. All other notices:</p> <p style="margin-left: 80px;">Chief Underwriting Officer  [Company]  [Address]  [Address]</p>
<p>Item 6. <b>Policy Premium:</b>            \$</p>
<p>Item 7. <b>Extended Reporting Period:</b></p> <p style="margin-left: 40px;">A. Additional Premium:    ____% of Annual Premium</p> <p style="margin-left: 40px;">B. Additional Period:       _____</p>
<p>Item 8. <b>Crisis Management Fund:</b></p> <p style="margin-left: 40px;">\$25,000</p>

IN WITNESS WHEREOF, the **Insurer** has caused this **Policy** to be countersigned by a duly authorized representative of the **Insurer**.

DATE: \_\_\_\_\_

\_\_\_\_\_

Authorized Representative



In consideration of the payment of the premium, in reliance upon the **Application**, and subject to the Declarations and the terms and conditions, limit of liability and other provisions of this **Policy**, the **Insureds** and the **Insurer** agree as follows:

## I. INSURING AGREEMENTS

### A. Public Entity Management Liability

#### 1. Public Officials' Liability

The **Insurer** will pay on behalf of the **Insured Persons** all **Damages** and **Claims Expenses** for which the **Insured Persons** are not indemnified by the **Public Entity** and which the **Insured Persons** become legally obligated to pay by reason of a **Claim** first made against the **Insured Persons** and reported to the **Insurer** during the **Policy Period** or, if elected, the **Extended Reporting Period**, for any **Wrongful Act** taking place prior to the end of the **Policy Period**.

#### 2. Public Entity Reimbursement

The **Insurer** will pay on behalf of the **Public Entity** all **Damages** and **Claims Expenses** for which the **Public Entity** has indemnified the **Insured Persons** and which the **Insured Persons** become legally obligated to pay by reason of a **Claim** first made against the **Insured Persons** and reported to the **Insurer** during the **Policy Period** or, if elected, the **Extended Reporting Period**, for any **Wrongful Act** taking place prior to the end of the **Policy Period**.

### B. Public Entity Liability

The **Insurer** will pay on behalf of the **Public Entity** all **Damages** and **Claims Expenses** for which the **Public Entity** becomes legally obligated to pay by reason of a **Claim** first made against the **Public Entity** and reported to the **Insurer** during the **Policy Period** or, if elected, the **Extended Reporting Period**, for any **Wrongful Act** taking place prior to the end of the **Policy Period**.

### C. Employment Practices Liability

The **Insurer** will pay on behalf of the **Insureds** all **Damages** and **Claims Expenses** for which the **Insureds** becomes legally obligated to pay by reason of a **Claim** first made against them and reported to the **Insurer** during the **Policy Period** or, if elected, the **Extended Reporting Period**, for any **Wrongful Act** taking place prior to the end of the **Policy Period**.

### D. Public Entity Crisis Management Coverage

The **Insurer** will pay on behalf of the **Public Entity** the **Crisis Management Expense** for which the **Public Entity** becomes legally obligated to pay by reason of a **Crisis Event** first occurring during the **Policy Period**, but only up to the limit of liability for the **Crisis Management Fund**.

## II. DEFENSE

- A. The **Insurer** shall have the right and duty to defend any covered **Claim** made against the **Insured** and reported to the **Insurer** during the **Policy Period** or, if elected, the **Extended Reporting Period**, for any **Wrongful Act** taking place prior to the end of the **Policy Period**, even if such **Claim** is groundless, false or fraudulent. The **Insured** shall not admit or assume liability or settle or negotiate to settle any **Claim** or incur any **Claims Expenses** without the prior written consent of the **Insurer**, and the **Insurer** shall have

the right to appoint counsel and to make such investigation and defense of a covered **Claim** as it deems necessary.

- B. Solely with respect to Insuring Agreements I.A.2, **Public Entity** Reimbursement, and I.B, **Public Entity** Liability, the **Insurer** shall not settle any **Claim** without the written consent of the **Public Entity**. The **Insurer** shall have the right to settle any **Claim** at its sole discretion with respect to all other Insuring Agreements. If the **Public Entity** refuses to consent to a settlement or a compromise recommended by the **Insurer** and acceptable to the claimant, then the **Insurer's** Limit of Liability under this **Policy** with respect to such **Claim** shall be reduced to (1) the amount of **Damages** for which the **Claim** could have been settled plus all **Claims Expenses** incurred until the date of such refusal, and (2) 50% of all subsequent covered **Claims Expenses** in excess of such amount, which sum shall not exceed the unexhausted Limits of Liability specified in Item 3 of the Declarations. The remaining 50% of **Claims Expenses** and all subsequent **Damages** shall be borne uninsured by the **Insureds** and at their own risk. In such event, the **Insurer** shall tender a check to the **Insured** for the recommended settlement amount, and shall be relieved of any further duty or obligation, except as otherwise stated in this subsection B.
- C. The **Insurer** shall not be obligated to investigate, defend, pay or settle, or continue to investigate, defend, pay or settle, any **Claim** after any applicable Limit of Liability specified in Item 3 of the Declarations has been exhausted by payment of **Damages** and **Claims Expenses**, or by any combination thereof, or after the **Insurer** has deposited the remainder of any unexhausted applicable Limit of Liability into a court of competent jurisdiction. In such case, the **Insurer** shall withdraw from the investigation, defense, payment or settlement of such **Claim** and shall tender the investigation, defense and control of such **Claim** to the **Insured**.
- D. The **Insureds** shall cooperate with the **Insurer**, and provide to the **Insurer** all information and assistance which the **Insurer** reasonably requests including but not limited to attending hearings, depositions and trials and assistance in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and conducting the defense of any **Claim** covered by this **Policy**. The **Insureds** shall do nothing that may prejudice the **Insurer's** position. The **Insureds** shall immediately forward to the **Insurer**, at the address indicated in Item 5A of the Declarations, every demand, notice, summons, or other process or pleadings received by the **Insured** or its representatives.

### III. DEFINITIONS

When used in this **Policy**:

- A. **Adverse Publicity** means the publication of unfavorable information regarding the **Public Entity** which can reasonably be considered to materially reduce public confidence in the competence, integrity or viability of the **Public Entity** to conduct business. Such publication must occur in a report about an **Insured** appearing in:
  - 1. a daily newspaper of general circulation; or
  - 2. a radio or television news program.
- B. **Application** means all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the **Insureds** to the **Insurer** in connection with the **Insurer** underwriting this **Policy** or any **Policy** of which this **Policy** is a direct or indirect renewal or replacement or which it succeeds in time. All such applications, attachments, information and materials are deemed attached to and incorporated in this **Policy**.
- C. **Bodily Injury** means physical injury to the body, physical pain, sickness, disease, and death. **Bodily Injury** also means mental distress, mental injury, mental anguish, mental tension, pain and suffering, shock and humiliation (collectively "**Mental Distress**"), but only if such **Mental Distress** arises from and is accompanied by injury to the claimant's body, sickness, disease or death.

D. **Claim** means:

1. a written demand against any **Insured** for monetary **Damages** or non-monetary or injunctive relief;
2. a civil proceeding against any **Insured** seeking monetary **Damages** or non-monetary or injunctive relief, commenced by the service of a complaint or similar pleading;
3. a binding arbitration proceeding, only if the **Insurer** has provided its prior written consent to such proceeding, against any **Insured** seeking monetary **Damages** or non-monetary or injunctive relief;
4. a civil, administrative or regulatory proceeding against any **Insured** commenced by the issuance of a notice of charge or formal investigative order, including without limitation any such proceeding by or in association with the Equal Employment Opportunity Commission or any other similar federal, state or local governmental authority located anywhere in the world;
5. a civil, administrative or regulatory investigation against any **Insured**, commenced by the service upon or other receipt by any **Insured** of a written notice or subpoena from the investigating authority identifying any **Insured** as an individual against whom a civil, administrative or regulatory investigation or proceeding is to be commenced; or
6. solely with respect to coverage provided under Insuring Agreement I.C, a written request of the **Insured** to toll or waive a statute of limitations applicable to a **Claim** described in paragraphs 1 through 5 above.

including any appeal therefrom. However, **Claim** shall not include a labor or grievance arbitration or proceeding which is subject or pursuant to a collective bargaining agreement

E. **Claims Expenses** means:

1. reasonable and necessary attorneys' fees, expert witness fees and other fees and costs incurred by the **Insurer**, or by the **Insured** with the **Insurer's** prior written consent, in the investigation and defense of covered **Claims**;
2. reasonable and necessary premiums for any appeal bond, attachment bond or similar bond, provided the **Insurer** shall have no obligation to apply for or furnish such bond; and
3. prejudgment and post-judgment interest awarded in any **Claim**.

**Claims Expenses** shall not include wages, salaries, fees or costs of directors, officers or **Employees** of the **Insurer** or the **Insured** or **Crisis Management Expenses**.

F. **Crisis Event** means one of the following, except where coverage is otherwise excluded under Exclusions H and R of the **Policy**.

1. Management Event: The incapacity, death or state or federal criminal indictment of an **Insured Person** for whom the **Public Entity** has purchased and continues to maintain key individual life insurance;
2. Funding Cancellation: The cancellation, withdrawal or revocation of \$500,000 or more in funding, donation(s), grant(s) or bequest(s) by a non-government entity or person to the **Public Entity**;
3. Bankruptcy: The disclosure by the **Public Entity** of (a) its intention to file or its actual filing for protection under federal bankruptcy laws, or (b) a third-party's intention to file or its actual filing of an involuntary bankruptcy petition under federal bankruptcy laws with respect to the **Public Entity**;
4. Employment Event: The disclosure by the **Public Entity** of the threatened or actual commencement by a third-party of an action, audit or investigation alleging a **Wrongful Employment Practice** by the **Public Entity** which has caused or is reasonably likely to cause **Adverse Publicity**; and

5. Material Event: Any other material event which, in the good faith opinion of the **Public Entity**, has caused or is reasonably likely to result in **Adverse Publicity**, but only if such material event is scheduled for coverage by written endorsement to this **Policy**.
- G. **Crisis Management Expense** means the following expenses incurred by the **Public Entity** during a period beginning ninety (90) days prior to and in reasonable anticipation of a **Crisis Event** and ending ninety (90) days after an actual or reasonably anticipated **Crisis Event**, irrespective of whether a **Claim** is actually made with respect to the subject **Crisis Event**; provided, however, that the **Insurer** must have been notified of the **Crisis Management Expense** within thirty (30) days of the date the **Public Entity** first incurs the subject **Crisis Management Expense**:
1. The reasonable and necessary expenses directly resulting from a **Crisis Event** which the **Public Entity** incurs for **Crisis Management Services** provided to the **Public Entity** by a **Crisis Management Firm**, and
  2. The reasonable and necessary expenses directly resulting from a **Crisis Event** which the **Public Entity** incurs for (a) advertising, printing, or the mailing of matter relevant to the **Crisis Event**, and (b) out of pocket travel expenses incurred by or on behalf of the **Public Entity** or the **Crisis Management Firm**; provided, however, **Crisis Management Expense** does not include those amounts which otherwise would constitute compensation, benefits, fees, overhead, charges or expenses of an **Insured** or any of the **Insured's Employees**.
- H. **Crisis Management Firm** means a marketing firm, public relations firm, law firm, or other professional services entity retained by the **Insurer**, or by the **Public Entity** with the **Insurer's** prior written consent, to perform **Crisis Management Services** arising from a **Crisis Event**.
- I. **Crisis Management Fund** means the amount specified in Item 8 of the Declarations.
- J. **Crisis Management Services** means the professional services provided by a **Crisis Management Firm** in counseling or assisting the **Public Entity** in reducing or minimizing the potential harm to the **Public Entity** caused by the public disclosure of a **Crisis Event**.
- K. **Damages** means compensatory damages, judgments, any award of prejudgment and post-judgment interest, and settlements which the **Insured** becomes legally obligated to pay on account of any **Claim** first made against any **Insured** during the **Policy Period** or, if elected, the **Extended Reporting Period**, for **Wrongful Acts** to which this **Policy** applies. Such damages include punitive and exemplary damages and the multiple portion of any multiplied damage award, if and to the extent such damages are insurable under the law of the applicable jurisdiction most favorable to the insurability of such damages.

With respect to any **Claim** arising out of a **Wrongful Employment Practice**, **Damages** shall also mean:

1. front-pay and back-pay, except as otherwise stated below; and
2. liquidated damages awarded pursuant to the Age Discrimination in Employment Act or the Equal Pay Act.

**Damages** shall not include:

1. any amount for which the **Insured** is not financially liable or legally obligated to pay;
2. taxes, fines or penalties;
3. matters uninsurable under the laws pursuant to which this **Policy** is construed;
4. employment-related benefits, retirement benefits, perquisites, vacation and sick days, medical and insurance benefits, deferred cash incentive compensation or any other type of compensation other than salary, wages, bonuses, commissions and non-deferred cash incentive compensation;

5. the cost to comply with any injunctive or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief;
  6. any liability or costs incurred to modify any building or property to make it more accessible or accommodating to any person, or any liability or costs in connection with any educational, sensitivity or other corporate program, policy or seminar;
  7. **Crisis Management Expenses**; or
  8. liquidated damages, except to the extent specifically included as **Damages** above.
- L. **Employee** means any natural person whose labor or services are engaged and directed by the **Public Entity** (including any part-time, seasonal and temporary employee or volunteer), but only while acting in his or her capacity as such, and any natural person who is leased to the **Public Entity**, but only if the **Public Entity** provides indemnification to such leased person in the same manner as is provided to the **Public Entity's** employees.
- M. **Extended Reporting Period** means the period for the extension of coverage, if elected, described in Section VII, **Extended Reporting Periods**.
- N. **Incidental Medical Malpractice** means injury arising out of emergency medical services rendered or which reasonably should have been rendered to any person or persons during the **Policy Period** by any duly certified emergency medical technician, paramedic or nurse who is an **Employee** of the **Public Entity** or acting on its behalf to provide such services, but is not employed, either full-time or part-time, at a hospital, clinic or nursing home facility. **Incidental Medical Malpractice** also includes injury arising out of the dispensation of prescribed medicine.
- O. **Insured** means the **Public Entity** and any **Insured Persons**;
- P. **Insured Persons** means the following, but only to the extent such persons are acting solely in their capacities as legally authorized representatives of the **Public Entity**:
1. all persons who were, now are or shall be lawfully elected or duly appointed officials or **Employees**;
  2. commissions, boards, or other units, and members and **Employees** thereof, operated by and under the jurisdiction of such **Public Entity** and within an apportionment of the total operating budget indicated in the application for this **Policy**;
  3. volunteers acting for or on behalf of, and at the written request and under the direction of, the **Public Entity**;
  4. elected or duly appointed officials and **Employees** of the **Public Entity** duly appointed at the written request of the **Public Entity** to serve with an outside tax exempt entity;
  5. any person providing services for the **Public Entity** under a mutual aid or similar written agreement; and
  6. elected or duly appointed officials and **Employees** of the **Public Entity** as a director or officer of a non-profit organization created and operated under Section 501c(3) of the Internal Revenue code of 1988, amended, for any **Wrongful Acts** they have committed in their respective capacities as a director or officer of such non-profit organization, provided that: (1) the appointment of the elected or duly appointed official or **Employee** to such non-profit organization is based solely upon the person's being an elected or duly appointed official or **Employee** of the **Public Entity**; and (2) such elected or duly appointed official or **Employee** is directed in writing by the **Public Entity** to serve as a director or officer of such non-profit organization prior to beginning such service.
- Q. **Insurer** means the insurance company providing this insurance.

- R. **Interrelated Wrongful Acts** means all **Wrongful Acts** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.
- S. **Personal Injury** means injury arising out of one or more of the following offenses:
1. false arrest, detention or imprisonment;
  2. malicious prosecution;
  3. libel, slander or other defamatory or disparaging material;
  4. publication or an utterance in violation of an individual's right to privacy; and
  5. wrongful entry or eviction, or other invasion of the right to private occupancy.
- T. **Policy** means, collectively, the Declarations, the **Application**, this **Policy**, including any endorsements.
- U. **Policy Period** means the period of time specified in Item 2 of the Declarations, subject to prior termination pursuant to Section XIV, Termination of the **Policy**.
- V. **Pollutants** means any substance 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, municipal or local counterpart thereof or any foreign equivalent. Such substances shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials, including materials to be recycled, reconditioned, or reclaimed. **Pollutants** shall also mean any other air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products, noise, fungus (including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi) and electric or magnetic or electromagnetic field.
- W. **Property Damage** means:
1. physical injury to, or loss or destruction of, tangible or intangible property, including the loss of use thereof; and
  2. loss of use of tangible or intangible property which has not been physically injured, lost, damaged or destroyed.
- X. **Public Entity** means the municipality, governmental body, department or unit which is named in Item 1 of the Declarations.
- Y. **Retaliation** means retaliatory treatment on account of:
1. the actual or attempted exercise by an **Employee** of any rights of such an **Employee** under law, including workers' compensation laws, the Family and Medical Leave Act, and the Americans with Disabilities Act;
  2. the filing of any claim under any statute, rule or regulation to protect an **Employee** from discrimination by his or her employer if such **Employee** discloses or threatens to disclose to a superior or a governmental agency, or if such **Employee** gives testimony relating to, any activity within such employer's operations which may be in violation of a statute, rule or regulation or any professional codes of ethics, including the Federal False Claims Act;
  3. the disclosure or threat of disclosure by an **Employee** of the **Public Entity** to a superior or to any governmental agency of any act by an **Insured** which act is alleged to be a violation of any federal, state, local or foreign law, common or statutory, or any rule or regulation promulgated thereunder;

4. an **Employee** assisting, cooperating or testifying in any proceeding or investigation into whether an **Insured** violated any federal, state, local or foreign law, common or statutory, or any rule or regulation promulgated thereunder; or
  5. any strike of any **Employee** of the **Public Entity**
- Z. **Sexual Abuse and Molestation** means any actual, attempted or alleged criminal sexual conduct of a person by another person, or persons acting in concert, which causes physical and/or mental injuries. **Sexual Abuse and Molestation** includes: sexual molestation, sexual assault, sexual exploitation or sexual injury. **Sexual Abuse and Molestation** does not include **Sexual Harassment**.
- AA. **Sexual Harassment** means any actual or alleged unwelcome sexual advances, requests for sexual favors or other conduct of a sexual nature, of a person by another person, or persons acting in concert, which causes physical and/or mental injuries. **Sexual Harassment** includes:
1. the above conduct when submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person's employment, or a basis for employment decisions affecting a person; or
  2. the above conduct when such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile, or offensive work environment.

**Sexual Harassment** does not include **Sexual Abuse and Molestation**.

BB. **Wrongful Act** means:

1. with regard to Insuring Agreements I.A.1 and 1.A.2, any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by an **Insured Person** while acting in his or her capacity as such and on behalf of the **Public Entity**;
2. with regard to Insuring Agreements I.B., any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by the **Public Entity**; or
3. with regard to Insuring Agreement I.C:
  - a. solely with respect to **Claims** brought and maintained by or on behalf of any **Employee** or applicant for employment with the **Public Entity**, **Wrongful Act** means a **Wrongful Employment Practice** committed or attempted by the **Public Entity** or by any **Insured Person** in his or her capacity as such and on behalf of the **Public Entity**; or
  - b. with respect to all other **Claims**, **Wrongful Act** means only, or a violation of discrimination laws, including but not limited to, violations based on race, color, religion, creed, age, sex, disability, marital status, national origin, pregnancy, HIV status, sexual orientation or preference, military status, or a violation of a natural person's civil rights relating to such discrimination or **Sexual Harassment**, in either case, whether direct, indirect, intentional or unintentional, committed by an **Insured Person** in his or her capacity as such and on behalf of the **Public Entity**.

CC. **Wrongful Employment Practice** means any actual or alleged:

1. wrongful dismissal or discharge or termination, whether actual or constructive;
2. employment-related misrepresentation;
3. any violation of employment discrimination laws anywhere in the world, including but not limited to violations based on race, color, religion, creed, age, sex, disability, marital status, national origin, pregnancy, HIV status, sexual orientation or preference, or military status;
4. **Sexual Harassment** or unlawful workplace harassment;

5. wrongful deprivation of a career opportunity or wrongful demotion;
6. failure to employ or promote;
7. wrongful discipline;
8. **Retaliation**;
9. negligent evaluation;
10. employment-related libel, slander, defamation, humiliation, invasion of privacy, or the giving of negative or defamatory statements in connection with an **Employee** reference;
11. failure to grant tenure; and
12. with respect to paragraphs S.1 through S.11 above, inclusive, negligent hiring, retention, training or supervision; infliction of emotional distress or mental anguish; failure to provide or enforce adequate or consistent corporate policies and procedures; or violation of an individual's civil rights;

of any past, present or prospective full-time, part-time, seasonal and temporary **Employee** or volunteer or leased **Employee(s)** or applicant for employment of the **Public Entity**.

The foregoing definitions shall apply equally to the singular and plural forms of the respective words.

#### IV. EXCLUSIONS

Except as limited under Insuring Agreement I.D, **Public Entity** Crisis Management Coverage, the **Insurer** shall not be liable for **Damages** or **Claims Expenses** on account of any **Claim**:

- A. alleging, based upon, arising out of or attributable to any dishonest, fraudulent, criminal or malicious act, error or omission, or any intentional or knowing violation of the law by an **Insured** ("**Excluded Conduct**"); however, this exclusion shall not apply: (1) unless and until there is an adverse admission by, finding of fact, or final adjudication against any **Insured** as to such **Excluded Conduct**, at which time the **Insured** shall reimburse the Company for all **Damages** and **Claims Expenses** paid or incurred on account of such **Claim**; or (2) to any **Claim** alleging any **Wrongful Employment Practice**.
- B. alleging, based upon, arising out of or attributable to the gaining in fact of any profit, remuneration or advantage to which any **Insured** was not legally entitled; however, this exclusion shall not apply to any **Claim** alleging any **Wrongful Employment Practice**.
- C. seeking relief or redress in any form other than monetary damages, or **Claims Expenses** for a **Claim** seeking injunctive or other non-monetary relief. However, the **Insurer** shall defend such a **Claim** in accordance with Section II, Defense, subject to a **Policy Period** aggregate limit of liability of \$100,000. This limit shall be part of the Limit of Liability stated in Item 3 of the Declarations.
- D. alleging, based upon, arising out of or attributable to any:
  1. **Bodily Injury**, other than **Mental Distress** arising out of a **Wrongful Employment Practice**;
  2. **Property Damage**;
  3. **Personal Injury**, other than libel, slander or defamation in any form arising out of a **Wrongful Employment Practice**; or
  4. any allegation relating to the foregoing D.1, D.2 and D.3 that an **Insured** negligently employed, investigated, supervised or retained a person, or based on an alleged practice, custom or policy and including, without limitation, any allegation that the violation of a civil right caused or resulted from such **Damages**, **Claims Expenses** or **Claim**.
- E. alleging, based upon, arising out of or attributable to the operation of the laws, and principles of eminent domain, condemnation, inverse condemnation, temporary or permanent taking, adverse possession or dedication by adverse use.

- F. alleging, based upon, arising out of or attributable to strikes, riots or civil commotions;
- G. alleging, based upon, arising out of or attributable to the failure to effect or maintain any insurance or bond, which shall include, but not be limited to, insurance provided by self-insurance arrangements, pools, self-insurance trusts, captive insurance companies, retention groups, reciprocal exchanges or any other plan or agreement of risk transfer or assumption. However, this exclusion shall not apply to **Claims Expenses**.
- H. alleging, based upon, arising out of or attributable to:
  - 1. the actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration or disposal of **Pollutants**; or
  - 2. any direction or request that any **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so.
- I. alleging, based upon, arising out of or attributable to the planning, construction, maintenance, operation or use of any nuclear reactor, nuclear waste storage or disposal site or any other nuclear facility; the transportation of nuclear material; or any nuclear reaction or radiation, or radioactive contamination, regardless of its cause.
- J. brought by or on behalf of any **Insured**; provided, however, with respect to any **Claim** alleging any **Wrongful Employment Practice**, this exclusion shall only apply to cross-claims or counter-claims brought by one **Insured** against another **Insured**.
- K. alleging, based upon, arising out of or attributable to:
  - 1. breach of any express, implied, actual or constructive contract, warranty, guarantee or promise, However, this subsection of this exclusion shall not apply to any **Claim** alleging any **Wrongful Employment Practice**; or
  - 2. any construction, architectural or engineering contracts and/or agreements or the actual or alleged liability assumed by the **Insured** under any express, implied, actual or constructive contract or agreement, unless such liability would have attached to the **Insured** even in the absence of such contract or agreement.
- L. alleging, based upon, arising out of or attributable to any misappropriation of any trade secret or infringement of patent, collective mark, certification mark, registered mark, service mark, trademark, trade dress, trade name, domain, title, slogan, copyright or service name.
- M. alleging, based upon, arising out of or attributable to the operation of or activities of any schools, hospitals, clinics, nursing homes or other health care operations, jails or detention facilities, law enforcement agencies or fire fighting authorities.
- N. alleging, based upon, arising out of or attributable to the rendering or failure to render:
  - 1. medical services, including **Incidental Medical Malpractice**, or
  - 2. professional services provided by any lawyer, architect, engineer or accountant to any person or entity other than the **Public Entity**.
- O. alleging, based upon, arising out of or attributable to any **Insured's** activities as a trustee or fiduciary as respects any type of **Employee** benefit plan, including any pension, savings, or profit sharing plan or to any amounts or benefits due under any fringe benefit program, retirement program, incentive program, perquisite program, entitlement program or other benefits owed to any **Employee**, including, but not limited to any actual or alleged violation of the responsibilities, obligations or duties imposed by the **Employee** Retirement Income Security Act of 1974, any similar state or local laws, and any rules and regulations promulgated thereunder and amendments thereto.

- P. alleging, based upon, arising out of or attributable to the improper administration or collection of taxes, or loss that reflects any tax obligations.
- Q. alleging, based upon, arising out of or attributable to:
1. any prior or pending litigation or administrative or regulatory proceeding, or any U.S. Equal Employment Opportunity Commission or similar state, local or foreign agency proceeding or investigation, filed on or before the effective date of the first policy issued and continuously renewed by the **Insurer**, or the same or substantially the same **Wrongful Act**, fact, circumstance or situation underlying or alleged therein; or
  2. any other **Wrongful Act** whenever occurring which, together with a **Wrongful Act** underlying or alleged in such prior or pending proceeding, would constitute **Interrelated Wrongful Acts**.
- R. alleging, based upon, arising out of, or attributable to:
1. any **Wrongful Act**, fact, circumstance or situation which has been the subject of any written notice given under any other policy of which this **Policy** is a renewal or replacement or which it succeeds in time; or
  2. 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**.
- S. alleging, based upon, arising out of or attributable to any **Wrongful Act** prior to the inception date of the first policy issued by the **Insurer** or any affiliate thereof, and continuously renewed and maintained, if, on or before such date, any **Insured** knew or could have reasonably foreseen that such **Wrongful Act** could lead to a **Claim**.
- T. solely with respect to any **Claim** arising out of a **Wrongful Employment Practice**:
1. alleging, based upon, arising out of or attributable to any violation of the responsibilities, obligations or duties imposed by any worker's compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security benefits or similar law; However, this exclusion shall not apply to that part of any **Claim** for **Retaliation**;
  2. for an actual or alleged violation of: (1) the **Employee** Retirement Income Security Act of 1974 (except section 510 thereof); (2) the Fair Labor Standards Act (except the Equal Pay Act), (3) the National Labor Relations Act, (4) the Worker Adjustment and Retraining Notification Act, (5) the Consolidated Omnibus Budget Reconciliation Act, (6) the Occupational Safety and Health Act; or any similar federal, state or local laws, and any rules and regulations promulgated thereunder and amendments thereto anywhere in the world. However, this exclusion shall not apply to that part of any **Claim** for **Retaliation**;
  3. alleging, based upon, arising out of or attributable to any costs or liability incurred by any **Insured** to provide any reasonable accommodations required by, made as a result of, or to conform with the requirements of, the Americans With Disabilities Act of 1992, as amended, or any similar federal, state or local law, regulation or ordinance, including the modification of any building, property or facility to make it more accessible or accommodating to any disabled person; or
  4. alleging, based upon, arising out of, or attributable to improper payroll deductions or any **Claims** for unpaid wages or overtime pay for hours actually worked or labor actually performed by any **Employee** of a **Public Entity**, 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. However, this exclusion shall not apply to that part of any **Claim** for **Retaliation**.

The **Wrongful Act** of any **Insured Person** shall not be imputed to any other **Insured Person** for the purpose of determining the applicability of Exclusions IV.A. and IV.B. above.

## V. CRISIS MANAGEMENT COVERAGE PROVISIONS

- A. There shall be no Retention applicable to **Crisis Management Expenses** and the **Company** shall pay such **Crisis Management Expenses** from the first dollar subject to all other terms and conditions of this policy, including the **Policy** limit.
- B. An actual or anticipated **Crisis Event** shall be reported to the **Company** as soon as practicable, but in no event later than thirty (30) days after the **Public Entity** first incurs **Crisis Management Expenses** for which coverage will be requested under this **Policy**.

## VI. ESTATES, LEGAL REPRESENTATIVES AND SPOUSES

The estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners of **Insureds** shall be considered **Insureds** under this **Policy**; but coverage is afforded to such estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners only for a **Claim** arising solely out of their status as such and, in the case of a spouse or legally recognized domestic partner, where the **Claim** seeks damages from marital community property, jointly held property or property transferred from a natural person **Insured** to the spouse or legally recognized domestic partner. No coverage is provided for any **Wrongful Act** of an estate, heir, legal representative, assign, spouse or legally recognized domestic partner. All of the terms and conditions of this **Policy** including, without limitation, the Retention applicable to **Damages** and **Claims Expenses** incurred by **Insureds** shown in Item 4 of the Declarations, shall also apply to **Damages** and **Claims Expenses** incurred by such estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners.

## VII. EXTENDED REPORTING PERIODS

If the **Insurer** terminates or does not renew this **Policy** (other than for failure to pay a premium when due), or if the **Public Entity** terminates or does not renew this **Policy** and does not obtain replacement coverage as of the effective date of such cancellation or non-renewal, the **Public Entity** shall have the right, upon payment of the additional premium described below, to a continuation of the coverage granted by this **Policy** for at least one **Extended Reporting Period** as follows:

### A. Automatic **Extended Reporting Period**

The **Public Entity** shall have continued coverage granted by this **Policy** for a period of 60 days following the effective date of such termination or nonrenewal, but only for **Claims** first made during such 60 days and arising from **Wrongful Acts** taking place prior to the effective date of such termination or nonrenewal. This Automatic **Extended Reporting Period** shall immediately expire upon the purchase of replacement coverage by the **Public Entity**.

### B. Optional **Extended Reporting Period**

The **Public Entity** shall have the right, upon payment of the additional premium set forth in Item 7A of the Declarations, to an Optional **Extended Reporting Period**, for the period set forth in Item 7B of the Declarations following the effective date of such cancellation or nonrenewal, but only for **Claims** first made during such Optional **Extended Reporting Period** and arising from **Wrongful Acts** taking place prior to the effective date of such termination or nonrenewal.

This right to continue coverage shall lapse unless written notice of such election is given by the **Public Entity** to the **Insurer**, and the **Insurer** receives payment of the additional premium, within 30 days following the effective date of termination or nonrenewal.

The first 60 days of the Optional **Extended Reporting Period**, if it becomes effective, shall run concurrently with the Automatic **Extended Reporting Period**.

- C. The **Insurer** shall give the **Public Entity** notice of the premium due for the **Extended Reporting Period** as soon as practicable following the date the **Public Entity** gives such notice of such election, and such

premium shall be paid by the **Public Entity** to the **Insurer** within 10 days following the date of such notice by the **Insurer** of the premium due. The **Extended Reporting Period** is not cancelable and the entire premium for the **Extended Reporting Period** shall be deemed fully earned and non-refundable upon payment.

- D. The **Extended Reporting Period**, if elected, shall be part of and not in addition to the Limit of Liability for the immediately preceding **Policy Period**. The purchase of the **Extended Reporting Period** shall not increase or reinstate the Limit of Liability, which shall be the maximum liability of the **Insurer** for the **Policy Period** and **Extended Reporting Period**, combined.
- E. A change in **Policy** terms, conditions, exclusions and/or premiums shall not be considered a nonrenewal for purposes of triggering the rights to the Automatic or Optional **Extended Reporting Period**.

## VIII. LIMITS OF LIABILITY

### A. Payment of **Claims Expenses** without reduction of the Limit of Liability

- 1. The **Insurer** shall pay **Claims Expenses** in excess of the applicable Retention and up to an aggregate amount equal to the Limit of Liability stated in Item 3 of the Declaration without reduction of the applicable Limit of Liability. The total amount of such **Claims Expense** payments by the **Insurer** shall be capped at the amount of the Limit of Liability, and is not on a per **Claim** basis.
- 2. Once the **Insurer** has paid the amount set forth in Item 3. of the Declarations in aggregate **Claims Expenses** arising from or relating to any and all matters, all further payments by the **Insurer** of **Claims Expenses** shall reduce the applicable Limit of Liability.

### B. Limit of Liability

- 1. Except as otherwise stated in section VIII.A, the **Insurer's** maximum liability for the sum of all **Damages** and all **Claims Expenses** because of all **Claims**, (including all **Claims** alleging any **Interrelated Wrongful Acts**) first made and reported during the **Policy Period** shall never exceed the amount stated in Item 3 of the Declarations.
- 2. All **Claims** arising out of the same **Wrongful Act** and all **Interrelated Wrongful Acts** of the **Insureds** shall be deemed to be one **Claim**, and such **Claim** shall be deemed to be first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period**. All **Damages** and all **Claims Expenses** resulting from a single **Claim** shall be deemed a single **Damage** and **Claims Expense** and shall be allocable to the policy in effect on the date the Claim is first made, regardless of whether such date is before or during the Policy Period.
- 3. Except as otherwise stated in section VIII.A, any payment of **Damages** and/or **Claims Expenses** by the **Insurer** will reduce the Limit of Liability stated in Item 3 of the Declarations.
- 4. The **Insurer** is entitled to pay **Damages** and **Claims Expenses** as they become due and payable by the **Insureds**, without consideration of other future payment obligations.
- 5. Once the Limit of Liability has been exhausted by payments of any **Damages** (regardless of whether the payment by the **Insurer** of **Claims Expenses** under section VIII.A. has exhausted, reached or exceeded the amount set forth in Item 3 of the Declarations), the obligations of the **Insurer** under this **Policy** shall be completely fulfilled and extinguished.
- 6. The **Crisis Management Fund** is the **Insurer's** maximum liability for all **Crisis Management Expenses** arising from any and all **Crisis Events** occurring during the **Policy Period**. This limit shall be the **Insurer's** maximum liability under this policy regardless of the number of **Crisis Events** reported during the **Policy Period**. The **Insurer's** obligation to pay **Crisis Management Expense** terminates and ends upon the exhaustion of the **Crisis Management Fund**. The **Crisis Management Fund** shall be in addition to the aggregate Limit of Liability set forth in Item 3 of the Declarations.

## IX. RETENTION

- A. The liability of the **Insurer** shall apply only to that part of **Damages** and **Claims Expenses** which are in excess of the applicable Retention amount shown in Item 4 of the Declarations. Such Retention shall be borne uninsured by the **Public Entity** and at the risk of all **Insureds**.
- B. A single Retention amount shall apply to **Damages** and **Claims Expenses** arising from all **Claims** alleging **Interrelated Wrongful Acts**.
- C. If different parts of a single **Claim** are subject to different Retentions, the applicable Retention shall be applied separately to each part of the **Damages** and **Claims Expenses**, but the sum of such Retentions shall not exceed the largest applicable Retention.

## X. NOTICE

For coverage under this **Policy** (other than coverage for a **Crisis Event**):

- A. The **Insured** shall, as a condition precedent to their rights under this **Policy**, give to the **Insurer** written notice of any **Claim** as soon as practicable, but in no event later than 30 days after: (1) the end of the **Policy Period**, or (2) with respect to **Claims** first made during any applicable Automatic or Optional **Extended Reporting Period**, the end of such Automatic or Optional **Extended Reporting Period**.
- B. If, during the **Policy Period**, any **Insured** becomes aware of any specific **Wrongful Act** which may reasonably give rise to a future **Claim** covered under this **Policy**, and if the **Insureds** give written notice to the **Insurer** during the **Policy Period**, the Automatic **Extended Reporting Period**, or, if elected, the Optional **Extended Reporting Period** of:
  - 1. the identity of the potential claimants;
  - 2. a description of the anticipated **Wrongful Act** allegations;
  - 3. the identity of the **Insureds** allegedly involved;
  - 4. the circumstances by which the **Insureds** first became aware of the **Wrongful Act**;
  - 5. the consequences which have resulted or may result; and
  - 6. the nature of the potential monetary damages;

then any **Claim** which arises out of such **Wrongful Act** shall be deemed to have been first made at the time such written notice was received by the **Insurer**. No coverage is provided for fees, expenses and other costs incurred prior to the time such **Wrongful Act** results in a **Claim**.

- C. All notices under any provision of this **Policy** shall be in writing and given by prepaid express courier, certified mail or facsimile transmission properly addressed to the appropriate party. Notice to the **Insureds** may be given to the **Public Entity** at the address shown in Item 1 of the Declarations. Notice to the **Insurer** of any **Claim** or **Wrongful Act** shall be given to the **Insurer** at the address set forth in Item 5A of the Declarations. All other notices to the **Insurer** under this **Policy** shall be given to the **Insurer** at the address set forth in Item 5B of the Declarations. Notice given as described above shall be deemed to be received and effective upon actual receipt thereof by the addressee, or one day following the date such notice is sent, whichever is earlier.

## XI. PRESUMPTIVE INDEMNIFICATION

- A. The **Public Entity** agrees to indemnify the **Insured Persons** to the fullest extent permitted by law, taking all steps necessary or advisable in furtherance thereof, including the making in good faith of any application for court approval. The **Public Entity** further agrees to advance **Defense Costs** actually and reasonably incurred by any **Insured Person** in defending any threatened, pending or contemplated action, suit or proceeding prior to a final disposition of any such action, suit or proceeding and shall not require any determination or adjudication, interim or final, of the entitlement of the **Insured Person** to indemnification, where permitted by law to do so. The financial ability of any **Insured Person** to make repayment shall not be a prerequisite to the making of such an advance, and the right to receive advancement of **Claims Expenses** herein is a contractual right. The agreements contained in this paragraph are binding upon the **Public Entity** and enforceable by the **Insurer** or the **Insured Persons**.
- B. Notwithstanding anything in this section to the contrary, the **Public Entity's** indemnification obligations under this section shall not apply in the event the **Public Entity** is neither permitted nor required to grant such indemnification either because of the appointment by any state or federal official, agency or court of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate the **Public Entity**, or because of the **Public Entity** becoming a debtor-in-possession.

## XII. OTHER INSURANCE

If any **Damages** or **Claims Expenses** covered under this **Policy** are covered under any other valid and collectible insurance, then this **Policy** shall cover such **Damages** or **Claims Expenses**, subject to its terms and conditions, only to the extent that the amount of such **Damages** or **Claims Expenses** are in excess of the amount of such other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Liability provided by this **Policy**.

## XIII. REPRESENTATIONS

- A. The **Insureds** represent and acknowledge that the statements and information contained in the **Application** are true and accurate and:
1. are the basis of this **Policy** and are to be considered as incorporated into and constituting a part of this **Policy**; and
  2. shall be deemed material to the acceptance of this risk or the hazard assumed by the **Insurer** under this **Policy**.
- B. It is understood and agreed that this **Policy** is issued in reliance upon the truth and accuracy of such representations.
- C. It is understood and agreed that if such representations or such information are not true, accurate and complete, this **Policy** shall be null and void in its entirety and the **Insurer** shall have no liability hereunder as to: (1) any **Insured Person** who knew the facts misrepresented or omitted, whether or not such **Insured Person** knew of the **Application** or this **Policy**; and (2) the **Public Entity**. For purposes of this subsection C, the knowledge of any **Insured Person** shall not be imputed to any other **Insured Person**.

## XIV. TERMINATION OF THE POLICY

- A. This **Policy** shall terminate at the earliest of the following times:
1. the effective date of termination specified in a prior written notice by the **Public Entity** to the **Insurer**;
  2. 60 days after receipt by the **Public Entity** of a written notice of termination from the **Insurer**;
  3. 10 days after receipt by the **Public Entity** of a written notice of termination from the **Insurer** for failure to pay a premium when due, unless the premium is paid within such 10 day period;

4. upon expiration of the **Policy Period** as set forth in Item 2 of the Declarations; or
  5. at such other time as may be agreed upon by the **Insurer** and the **Public Entity**.
- B. If the **Policy** is terminated by the **Public Entity**, or by the **Insurer**, the **Insurer** shall refund the unearned premium computed *pro rata*. Payment or tender of any unearned premium by the **Insurer** shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made as soon as practicable.

#### XV. TERRITORY AND VALUATION

- A. All premiums, limits, retentions, **Damages**, **Claims Expenses** and other amounts under this **Policy** are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is denominated or another element of **Damages** and **Claims Expenses** under this **Policy** is stated in a currency other than United States of America dollars, payment under this **Policy** shall be made in United States dollars at the applicable rate of exchange as published in *The Wall Street Journal* as of the date the final judgment is reached, the amount of the settlement is agreed upon or the other element of **Damages** or **Claims Expenses** is due, respectively or if not published on such date, the next date of publication of *The Wall Street Journal*.
- B. Coverage under this **Policy** shall extend to **Wrongful Acts** taking place or **Claims** made or **Damages** or **Claims Expenses** sustained anywhere in the world, provided the **Claim** is made within the jurisdiction of and subject to the laws of the United States of America, Canada or their respective territories or possessions.

#### XVI. SUBROGATION

In the event of any payment under this **Policy**, the **Insurer** shall be subrogated to the extent of such payment to all the rights of recovery of the **Insureds**. The **Insureds** 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 **Insurer** effectively to bring suit or otherwise pursue subrogation rights in the name of the **Insureds**.

#### XVII. ACTION AGAINST THE INSURER AND BANKRUPTCY

Except as set forth below in Section XX, Alternative Dispute Resolution, no action shall lie against the **Insurer**. No person or organization shall have any right under this **Policy** to join the **Insurer** as a party to any action against any **Insured** to determine the liability of the **Insured** nor shall the **Insurer** be impleaded by any **Insured** or its legal representatives. Bankruptcy or insolvency of any **Insured** or of the estate of any **Insured** shall not relieve the **Insurer** of its obligations nor deprive the **Insurer** of its rights or defenses under this **Policy**.

#### XVIII. AUTHORIZATION CLAUSE

By the acceptance of this **Policy**, the **Public Entity** agrees to act on behalf of all **Insureds** with respect to the giving and receiving of notice of **Claim**, the giving or receiving of notice of termination or non renewal, the payment of premiums and the receiving of any premiums that may become due under this **Policy**, the agreement to and acceptance of endorsements, consenting to any settlement, exercising the right to the **Extended Reporting Period**, and the giving or receiving of any other notice provided for in this **Policy**, and all **Insureds** agree that the **Public Entity** shall so act on their behalf.

#### XIX. ALTERATION, ASSIGNMENT AND HEADINGS

- A. Notice to any agent or knowledge possessed by any agent or by any other person shall not affect a waiver or a change in any part of this **Policy** nor prevent the **Insurer** from asserting any right under the terms of this **Policy**.

- B. No change in, modification of, or assignment of interest under this **Policy** shall be effective except when made by a written endorsement to this **Policy** which is signed by an authorized representative of the **Insurer**.
- C. The titles and headings to the various parts, sections, subsections and endorsements of the **Policy** are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions of such parts, sections, subsections or endorsements.

## XX. ALTERNATIVE DISPUTE RESOLUTION

The **Insureds** and the **Insurer** shall submit any dispute or controversy arising out of or relating to this **Policy** or the breach, termination or invalidity thereof to the alternative dispute resolution (“ADR”) process set forth in this section.

Either an **Insured** or the **Insurer** may elect the type of ADR process discussed below; provided, however, that the **Insured** shall have the right to reject the choice by the **Insurer** of the type of ADR process at any time prior to its commencement, in which case the choice by the **Insured** of ADR process shall control.

There shall be two choices of ADR process:

- A. non-binding mediation administered by any mediation facility to which the **Insurer** and the **Insured** mutually agree, in which the **Insured** and the **Insurer** shall try in good faith to settle the dispute by mediation in accordance with the then-prevailing commercial mediation rules of the mediation facility; or
- B. arbitration submitted to any arbitration facility to which the **Insured** and the **Insurer** mutually agree, in which the arbitration panel shall consist of three disinterested individuals.

In either mediation or arbitration, the mediator or arbitrators shall have knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute. In the event of arbitration, the decision of the arbitrators shall be final and binding and provided to both parties, and the award of the arbitrators shall not include attorneys' fees or other costs.

In the event of mediation, either party shall have the right to commence a judicial proceeding; provided, however, that no such judicial proceeding shall be commenced until at least 60 days after the date the mediation shall be deemed concluded or terminated. In all events, each party shall share equally the expenses of the ADR process.

Either ADR process may be commenced in New York, New York or in the state indicated in Item 1 of the Declarations as the principal address of the **Public Entity**. The **Public Entity** shall act on behalf of each and every **Insured** in connection with any ADR process under this section.

## XXI. INTERPRETATION

The terms and conditions of this **Policy** shall be interpreted and construed in an evenhanded fashion as between the parties. If the language of this **Policy** is deemed to be ambiguous or otherwise unclear, the issue shall be resolved in the manner most consistent with the relevant terms and conditions, without regard to authorship of the language, without any presumption or arbitrary interpretation or construction in favor of either the **Insureds** or the **Insurer** and without reference to the reasonable expectations of either the **Insureds** or the **Insurer**.

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

Public Entity			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

**Additional Insured Endorsement**

It is agreed that Section III, Definitions, subsection O, the definition of **Insured**, is amended by adding the following:

The following entity or individual listed below shall be considered an **Insured**, but only with respect to **Claims** arising out of **Wrongful Acts** committed or allegedly committed by an **Insured Person**.

The policy will not provide any coverage for **Claims** and **Claims Expenses** arising out of any **Wrongful Act**, error or omission committed by the entity or individual listed below.

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Additional **Insured**

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

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Authorized Representative

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

Public Entity			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

**Additional Public Entity Endorsement**

It is agreed that Section III of the **Policy**, Definitions, is amended by adding the following to subsection X, the definition of **Public Entity**:

\_\_\_\_\_ *[insert name of additional **Public Entity**]*

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

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Authorized Representative

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

Public Entity			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

**Automatic Extended Reporting Period Amended (Variable Days)**

It is agreed that Section VII, **Extended Reporting Periods**, subsection A is amended by deleting the phrase "60 days" and inserting the phrase "\_\_\_\_\_ days".

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

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Authorized Representative

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

Public Entity			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

**Bond Exclusion**

It is agreed that Section IV, Exclusions, is amended by adding the following:

- alleging, based upon, arising out of or attributable to the failure to pay any bond, interest on any bond, any debt, financial guarantee or debenture.

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

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Authorized Representative

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

Public Entity			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

**Claims Mediation Endorsement**

It is agreed that Section IX, Retention, is amended by adding the following:

If a **Claim** is fully and finally resolved to the satisfaction of all parties, including the **Insurer**, as a result of mediation, the **Insured's** Retention for such **Claim** shall be reduced by \_\_\_\_\_ % up to a maximum reduction of \$\_\_\_\_\_.

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

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Authorized Representative

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

Public Entity			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

**Coinsurance – Loss Version**

It is agreed that the following section is added:

**COINSURANCE**

After satisfaction of the applicable Retention, the **Insureds** shall bear uninsured and at their own risk \_\_\_\_% of all **Damages** and **Claims Expenses**, and the **Insurer's** liability hereunder shall apply only to the remaining percent of such **Damages** and **Claims Expenses**.

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

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Authorized Representative

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

Public Entity			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

**Contingent Bodily Injury and Property Damage**

It is agreed that Section IV, Exclusions, subsection D is amended by inserting the following:

However, this exclusion does not apply where such **Claim** results from a **Wrongful Act** committed by the **Insured** provided that:

1. such **Bodily Injury** or **Property Damage** has arisen out of the rendering or failure to render **Professional Services**; and
2. there is no other insurance policy issued by any insurer applicable to such **Claim**.

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

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Authorized Representative

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

Public Entity			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

**Derivatives Exclusion**

It is agreed that Section IV, Exclusions, is amended by adding the following:

- alleging, based upon, arising out of or attributable to:
  1. Investments commonly known as “derivatives”, including but not limited to floaters, inverse floaters, interest rate swaps and strips, or
  2. any actual or alleged violation of state or local laws or regulations pertaining to the type of investment which is permitted for state or local government or agencies or government sponsored plans’ funds.

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

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Authorized Representative

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

Public Entity			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

**Employee Benefit Liability Exclusion – Claims Expense Coverage**

It is agreed that Section IV, Exclusions, subsection O is amended by adding “However, the **Insurer** shall defend such a **Claim** in accordance with Section II, Defense, but will have no obligation to pay any **Damages** or furnish any benefits due.”

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

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Authorized Representative

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

Public Entity			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

**Employment Practices Liability Coverage  
Law Enforcement Agencies & Fire Fighting Authorities**

It is agreed that Section IV, Exclusions, subsection M is amended by adding the following:

However, solely with respect to a **Claim** alleging any **Wrongful Employment Practice**, this exclusion shall not apply to the activities of any law enforcement agencies or fire fighting authorities.

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

---

Authorized Representative

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

Public Entity			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

**Employment Practices Liability Exclusion**

It is agreed that the **Policy** is amended as follows:

1. Section I, Insuring Agreements, subsection C, Employment Practices Liability, is deleted in its entirety.
2. Section III, Definitions, subsection BB, **Wrongful Act**, paragraph 3 is deleted in its entirety.
3. Section IV, Exclusions, is amended by adding the following additional exclusion:
  - alleging, based upon, arising out of or attributable to any **Claim** alleging any **Wrongful Employment Practice**.

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

---

Authorized Representative

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

Public Entity			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

**Endorsement Deletion**

It is agreed that Endorsement Number \_\_\_\_ is deleted in its entirety.

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

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Authorized Representative

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

Public Entity			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

**Exclusion Removal Endorsement**

It is agreed that Section IV, Exclusions, is amended by deleting subsection \_\_\_\_\_, *[insert name of exclusion here]* in its entirety.

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

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Authorized Representative

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

Public Entity			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

**Extended Reporting Period - One, Two or Three Years**

It is agreed that Item 7 of the Declarations, **Extended Reporting Period**, is deleted in its entirety and the following is inserted:

The premium due for the **Extended Reporting Period** shall be:

\_\_\_% of the annual premium for a one year **Extended Reporting Period**;

\_\_\_% of the annual premium for a two year **Extended Reporting Period**; and

\_\_\_% of the annual premium for a three year **Extended Reporting Period**.

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

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Authorized Representative

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

Public Entity			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

**Insured Choice of Defense Counsel Endorsement**

It is agreed that Section II, Defense, subsection A, is amended by deleting the phrase “**Insurer** shall have the right to appoint counsel and to make such investigation and defense of a covered **Claim** as it deems necessary” and replacing it with the phrase “**Insured** shall have the right to appoint counsel subject to the prior written approval of the **Insurer** (which written approval shall not be unreasonably withheld); however the **Insurer** shall make such investigation and defense of a covered **Claim** as it deems necessary.”

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

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Authorized Representative

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

Public Entity			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

**Insuring Agreement A.1 Non-Rescindable**

It is agreed that Section XIII, Representations, is amended by adding the following:

- D. Solely with respect to Insuring Agreement A.1, the **Insurer** agrees that it shall not seek to rescind the **Policy** with respect to any **Insured Person** who did not know the facts misrepresented or omitted.

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

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Authorized Representative

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

Public Entity			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

**Investment Exclusion**

It is agreed that Section IV, Exclusions, is amended by adding the following:

- alleging, based upon, arising out of or attributable to any investment decision by an **Insured**, including but not limited to the decision to invest or not invest in any security, borrow or leverage funds to invest, or any decision of the **Insured** relating to investment practices.

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

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Authorized Representative

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

Public Entity			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

**Named Insured and Address Endorsement**

It is agreed that Item 1 of the Declarations is deleted in its entirety and the following is inserted:

Item 1. **Public Entity:**

Principal Address:

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

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Authorized Representative

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

Public Entity			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

**Non-Monetary Damages – Variable Sublimit Endorsement**

It is agreed that Section IV, Exclusions, subsection C is amended by deleting "\$100,000" and inserting "\$\_\_\_\_\_".

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

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Authorized Representative

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

Public Entity			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

**Notice of Cancellation - Non-Cancelable except for Non-Payment of Premium Endorsement**

It is agreed that Section XIV, Termination of **Policy**, subsection A, is deleted in its entirety and replaced with the following:

**XIV. TERMINATION OF THE POLICY**

- A. This **Policy** shall terminate at the earliest of the following times:
1. 10 days after receipt by the **Public Entity** of a written notice of termination from the **Insurer** for failure to pay a premium when due, unless the premium is paid within such 10 day period;
  2. upon expiration of the **Policy Period** as set forth in Item 2 of the Declarations; or
  3. at such other time as may be agreed upon by the **Insurer** and the **Public Entity**.

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

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Authorized Representative

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

Public Entity			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

**Notice – Risk Manager, Legal Counsel Endorsement**

It is agreed that Section X, Notice, subsection A is amended by deleting the phrase “, but in no event later than 30 days after the later of the end” and replacing it with the phrase “after the Risk Manager or legal counsel for the **Public Entity** is first made aware of such **Claim**, but in no event later than the termination”.

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

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Authorized Representative

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

Public Entity			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

**Outside Directorship – For Profit – Triple Excess**

It is agreed that:

1. Section III, Definitions. subsection P, **Insured Persons**, is amended by inserting the following:
  7. elected or duly appointed officials and **Employees** of the **Public Entity** as a director or officer of an **Outside Entity** for any **Wrongful Acts** they have committed in their respective capacities as a director or officer of such **Outside Entity**, provided that: (1) the appointment of the elected or duly appointed official or **Employee** to such **Outside Entity** is based solely upon the person's being an elected or duly appointed official or **Employee** of the **Public Entity**; and (2) such elected or duly appointed official or **Employee** is directed in writing by the **Public Entity** to serve as a director or officer of such **Outside Entity** prior to beginning such service.
2. Section III, Definitions, is amended by adding the following:
 

**Outside Entity** means (*insert list of the companies to be included as **Outside Entities***):
3. any payment by the **Insurer** made pursuant to this endorsement on behalf of the **Insured Persons** for **Damages** and **Claim Expenses** by reason of a **Claim** first made against an **Insured Person** during the **Policy Period**, or, if elected, the **Extended Reporting Period**, shall be excess of:
  - i. any indemnification provided by an **Outside Entity**;
  - ii. any insurance coverage afforded to an **Outside Entity** or its executives applicable to such **Claim**; and
  - iii. any indemnification provided by the **Public Entity**.

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

---

Authorized Representative

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

Public Entity			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

**Personal Profit Exclusion**

It is agreed that Section IV, Exclusions, subsection B is amended by removing “however, this exclusion shall not apply to any **Claim** alleging any **Wrongful Employment Practice.**” and replacing it with “however, this exclusion shall not apply: (1) unless and until there is an adverse admission by, finding of fact, or final adjudication against any **Insured** based upon, arising out of or attributable to the gaining in fact of any profit, remuneration or advantage to which any **Insured** was not legally entitled, at which time the **Insured** shall reimburse the **Insurer** for all **Damages** and **Claims Expenses** paid or incurred on account of such **Claim**; or (2) to any **Claim** alleging any **Wrongful Employment Practice.**”

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

---

Authorized Representative

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

Public Entity			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

**Policy Period Endorsement**

It is agreed that Item 2 of the Declarations is deleted in its entirety and the following is inserted:

**Item 2. Policy Period:**

From 12:01 a.m. To 12:01 a.m.  
(Local time at the address shown in Item 1)

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

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Authorized Representative

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

Public Entity			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

**Policy Period Endorsement**

In consideration of the *[additional/return]* premium of \$\_\_\_\_\_, it is agreed that Item 2 of the Declarations is deleted in its entirety and the following is inserted:

**Item 2. Policy Period:**

From 12:01 a.m. To 12:01 a.m.  
(Local time at the address shown in Item 1)

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

---

Authorized Representative

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

Public Entity			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

**Prior Acts Exclusion – Specified Date Endorsement**

It is agreed that Section IV, Exclusions, is amended by adding the following:

- Prior Acts

alleging, based upon, arising out of, or attributable to any **Wrongful Acts** committed, attempted, or allegedly committed or attempted, in whole or in part, before \_\_\_\_\_.

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

---

Authorized Representative

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

Public Entity			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

**Securities Exclusion**

It is agreed that Section IV, Exclusions is amended by adding the following:

- alleging, based upon, arising out of, or attributable to:
  1. The Securities Act of 1933;
  2. The Securities Exchange Act of 1934;
  3. The Public Utilities Holding Act of 1935;
  4. The Trust Indenture Act of 1939;
  5. The Investment Company Act of 1940;
  6. Any state blue sky laws.

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

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Authorized Representative

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

Public Entity			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

**Specific Matter (Claim Type) Exclusion**

It is agreed that Section IV, Exclusions, is amended by adding the following:

- alleging, based upon, arising out of or attributable to the following, or any **Wrongful Act**, fact, circumstance, or situation underlying or alleged therein, or any other **Wrongful Act** whenever occurring which, together with a **Wrongful Act** underlying or alleged in the following, would constitute **Interrelated Wrongful Acts**:

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

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

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

Public Entity			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

**Specific Services Exclusion**

It is agreed that Section IV, Exclusions, is amended by adding the following:

- alleging, based upon, arising out of, or attributable to the rendering or failure to render the following services:

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Public Entity			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

**Tax Assessment Exclusion**

It is agreed that Section IV, Exclusions, is amended by adding the following:

- alleging, based upon, arising out of or attributable to:
  1. any tax assessments or adjustments;
  2. the collection, refund, disbursement or application of any taxes; or
  3. failure to anticipate tax revenue shortfalls.

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

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Authorized Representative

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

Public Entity			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

**Third-Party Claims Exclusion**

It is agreed that the **Policy** is amended as follows:

1. Section I, Insuring Agreements, subsection C, Employment Practices Liability, is deleted in its entirety and replaced with the following:

The **Insurer** will pay on behalf of the **Insureds** all **Damages** and **Claims Expenses** for which the **Insureds** becomes legally obligated to pay by reason of a **Claim** brought and maintained by or on behalf of any current or former **Employee** or applicant for employment with the **Public Entity** first made against the **Insureds** and reported to the **Insurer** during the **Policy Period** or, if elected, the **Extended Reporting Period**, for any **Wrongful Act** taking place prior to the end of the **Policy Period**.

2. Section III, Definitions, subsection BB, **Wrongful Act**, paragraph 3 is deleted in its entirety and replaced with the following:

**Wrongful Act** means a **Wrongful Employment Practice** committed or attempted by the **Public Entity** or by any **Insured Person** in his or her capacity as such and on behalf of the **Public Entity**;

3. Section IV, Exclusions, is amended by adding the following additional exclusion:
  - alleging, based upon, arising out of or attributable to any **Claim** alleging any **Wrongful Employment Practice** brought by or on behalf of any customer, client or other person who is not a current or former **Employee** or applicant for employment with the **Public Entity**.

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

---

Authorized Representative

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

Public Entity			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

**Third-Party Claim Retention Endorsement**

It is agreed that solely with respect to a **Claim** for a **Wrongful Act** described in Section III, Definitions, subsection BB, paragraph 3.b, the Retention set forth in Item 4.C of the Declarations is deleted in its entirety and replaced with the following:

C. Retention For **Damages** and **Claims Expenses** under Insuring Agreement I.C:

\$ \_\_\_\_\_ each **Claim**

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

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Authorized Representative

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

Public Entity			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

**Waiver of Application**

It is agreed that section XIII, Representations, is amended by adding the following:

- The **Insurer** has relied upon the statements and information contained in the application referenced below (including any materials or attachments submitted thereto, and, if such application is a renewal application, all previous policy applications for which this **Policy** is a renewal or succeeds in time, and any materials or attachments submitted thereto) as being true, accurate and complete. It is agreed that the **Insureds** warrant and represent to the **Insurer** that the statements and information contained in such application and any such submitted materials or attachments were true and accurate on the date such statements and information were so given and that in connection therewith, the **Insureds** hereby reaffirm the truth and accuracy of each and every statement made in the application to the insurance carrier listed below as of (EFFECTIVE DATE) as if it was made to the **Insurer** on such date. All such statements and representations shall be deemed to be material to the acceptance of the risk or hazard assumed by the **Insurer**, are the basis of this **Policy**, and are incorporated into and constitute a part of this **Policy**.

TYPE OF APPLICATION:

INSURANCE CARRIER:

DATE SIGNED:

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

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Authorized Representative

## DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in this endorsement or in the policy Declarations.

#### Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

#### Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

We are providing you with the terrorism coverage required by the Act. We have not established a separate price for this coverage; however the portion of your annual premium that is reasonably attributable to such coverage is: \$\_\_\_\_\_.

---

Authorized Agent

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

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			<b>to</b>
Issued By (Name of Insurance Company)			

**Cap On Losses From Certified Acts Of Terrorism**

It is agreed that the Limit(s) of Liability section is amended by adding the following:

- Notwithstanding anything in this **Policy** to the contrary, if aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and the **Insurer** has met its deductible under the Terrorism Risk Insurance Act, the **Insurer** shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

“Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a “certified act of terrorism” include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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

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Authorized Representative

## SIGNATURES

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

**INDEMNITY INSURANCE COMPANY OF NORTH AMERICA**  
436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

**BANKERS STANDARD FIRE AND MARINE COMPANY**  
436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

**BANKERS STANDARD INSURANCE COMPANY**  
436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

**ACE INDEMNITY INSURANCE COMPANY**  
436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

**ACE AMERICAN INSURANCE COMPANY**  
436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

**ACE PROPERTY AND CASUALTY INSURANCE COMPANY**  
436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

**INSURANCE COMPANY OF NORTH AMERICA**  
436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

**PACIFIC EMPLOYERS INSURANCE COMPANY**  
436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

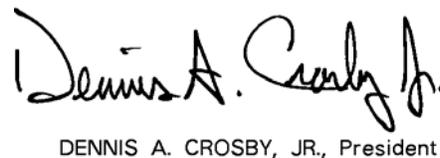
**ACE FIRE UNDERWRITERS INSURANCE COMPANY**  
436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

  
GEORGE D. MULLIGAN, Secretary

  
JOHN J. LUPICA, President

**WESTCHESTER FIRE INSURANCE COMPANY**  
1133 Avenue of the Americas, 32nd Floor, New York, NY 10036

  
GEORGE D. MULLIGAN, Secretary

  
DENNIS A. CROSBY, JR., President

Authorized Agent



**ace usa**

## **U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders**

This Policyholder Notice shall not be construed as part of your policy and no coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

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

Public Entity			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

**Limited Sexual Abuse Liability Coverage**

1. The insurance provided by this endorsement modifies the Terms, Conditions, Definitions and Exclusions sections of this **Policy**.
2. **Limited Sexual Abuse Coverage**

**SCHEDULE**

**Limits of Insurance**

Each <b>Sexual Abuse</b> Limit	\$
Aggregate Limit	\$
Retention	\$
Retroactive Date	____/____/____

In consideration of the payment of the premium, in reliance upon the **Application**, and subject to the Limits of Insurance listed in the Schedule of this Endorsement, above, and the Declarations, terms and conditions, Limit of Liability, and other provisions of this **Policy**, the **Insureds** and the **Insurer** agree as follows:

**A. Insuring Agreement**

1. The **Insurer** will indemnify the **Named Insured** for **Damages** and **Claim Expenses** in excess of the Retention, above, for which the **Named Insured** becomes legally obligated to pay because of a **Claim** first made against an **Insured** and reported to the **Insurer** during the **Policy Period** for any **Sexual Abuse** taking place (a) on or subsequent to the Retroactive Date shown in the Schedule, above, and (b) prior to the end of the **Policy Period**.
2. The insurance provided by this Endorsement applies only if a **Claim** is first made against an **Insured** during the **Policy Period**, and at or prior to the effective date of this **Policy**, no **Insured** had (a) actual knowledge of the **Sexual Abuse** giving rise to the **Claim**, or (b) reasonably should have known of such **Sexual Abuse**.
3. This insurance does not apply to **Damages** or **Claim Expenses** for any **Sexual Abuse** or **Interrelated Sexual Abuse** which occurred or began before the Retroactive Date shown in the Schedule, or which occurs after the end of the **Policy Period**.

No other obligation to pay any additional sums, perform acts or provide services is covered.

**B. Retention**

The **Insurer's** liability under this **Policy** applies only to **Damages** and **Claim Expenses** which are in excess of the Retention applicable to this Endorsement and specified in the Schedule above. The Retention must be borne by the **Insureds** as an uninsured amount and at their own risk. This will be true regardless of:

1. The number of persons and organizations who are **Insureds** under this **Policy**;
2. The number of **Claims** made against any or all **Insureds**; or

3. The number of persons or organizations making **Claims**.

#### C. Limits of Insurance

1. The Limits of Insurance shown in the Schedule above and the rules below fix the most the **Insurer** will pay regardless of:
  - a. The number of persons and organizations who are **Insureds** under this **Policy**;
  - b. The number of **Claims** made against any or all **Insureds**; or
  - c. The number of persons or organizations making **Claims**.
2. The Aggregate Limit shown in the schedule, above, is the most **the Insurer** will pay for the sum of all covered **Damages** and **Claim Expenses** under this Endorsement. The Aggregate Limit is a sublimit of, included in, and part of (and is not in addition to) the **Policy's** Limit of Liability, as set forth on the Declarations Page.
3. Once the Aggregate Limit shown in the schedule, above, and/or the **Policy's** Limit of Liability is exhausted by payment of **Damages** and **Claim Expenses**, irrespective of the matter(s) for which payment has been made, the obligations of the **Insurer** under this **Policy** shall be completely fulfilled and extinguished. The **Insurer** will indemnify the **Insured** for **Damages** and **Claim Expenses** only as they become due and payable by an **Insured**, without consideration of other future payment obligations.
4. **Claim Expenses** will be part of, and not in addition to, the Each **Sexual Abuse** Limit and the Aggregate Limit shown in the schedule, above, and any payment of **Claim Expenses** shall reduce such Each **Sexual Abuse** Limit and such Aggregate Limit. **Claim Expenses** also are part of and not in addition to the **Policy's** Limit of Liability, as set forth on the Declarations Page. If the **Policy's** Limit of Liability is exhausted by payment of **Damages** and/or **Claim Expenses**, irrespective of the matter(s) for which payment has been made, the obligations of the **Insurer** to pay **Claim Expenses** under this Endorsement shall be completely fulfilled and extinguished.
5. The Each **Sexual Abuse** Limit of Insurance shown in the schedule, above, is the most the **Insurer** will pay for the sum of all **Damages** and **Claim Expenses** arising out of any one act of **Sexual Abuse** and any **Interrelated Sexual Abuse**.
6. All **Claims** arising out of the same act of **Sexual Abuse** and/or any **Interrelated Sexual Abuse** shall be deemed to be one single **Claim**, and such **Claim** shall be deemed to be first made on the date the earliest of such **Claim** is first made, regardless of whether such date is before or during the **Policy Period**. All **Damages** and all **Claim Expenses** from a single **Claim** shall be deemed a single **Damage** and **Claim Expense** and shall be allocable to the **Policy** in effect on the date the **Claim** is first made, regardless of whether such date is before or during the **Policy Period**.

#### D. Definitions

The Definitions contained in this **Policy** apply with equal force and effect to this Endorsement, and are incorporated herein by reference. In addition, the following definitions apply to this Endorsement

##### **Sexual Abuse:**

1. Means:
  - a. The actual or alleged negligent or reckless hiring, employment, supervision, or retention of an **Insured** who allegedly commits **Sexual Abuse**; or
  - b. The actual or alleged negligent investigation of an allegation of **Sexual Abuse** committed by an **Insured**; or
  - c. The actual or alleged reporting to the proper authorities or failure to so report an **Insured** who actually or allegedly commits **Sexual Abuse**; and

2. Includes **Interrelated Sexual Abuse**.
3. For purposes of this Endorsement, **Interrelated Sexual Abuse** means all **Sexual Abuse** that has as a common nexus any fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes, regardless of:
  - a. The number of persons with injuries resulting from **Sexual Abuse**;
  - b. The number of locations where the **Sexual Abuse** occurred;
  - c. The number of acts of **Sexual Abuse** prior to or after the first **Claim** is made; or
  - d. The period of time over which the **Sexual Abuse** took place, whether the **Sexual Abuse** is during, before or after the **Policy Period**. However, only acts of **Sexual Abuse** that first take place after the Retroactive Date shown in the Schedule above and before cancellation or non-renewal of this Endorsement are covered.
4. For purposes of this Endorsement, **Sexual Abuse** does not mean **Sexual Harassment**.

With respect to part 1.a. of this Definitions section only, any actual or alleged negligent or reckless hiring, employment, supervision or retention of an **Insured** which occurs before the effective date of this **Policy** and which is alleged to have resulted in or failed to prevent **Sexual Abuse**, the first act of which allegedly or actually was committed by that **Insured** during the **Policy Period**, will be deemed to have taken place during the **Policy Period**, but any and all acts and omissions constituting the negligent or reckless hiring, employment, supervision or retention shall be deemed to be one single act of **Sexual Abuse**.

#### E. Exclusions

The Exclusions contained in this **Policy** apply with equal force and effect to this Endorsement, and are incorporated herein by reference. In addition, the following exclusions apply to this Endorsement:

The **Insurer** shall not be liable for **Damages** or **Claim Expenses** under this Endorsement on account of:

1. Any **Claim** alleging, based upon, arising out of or attributable to:
  - a. **Bodily Injury**, including **Mental Distress**, **Property Damage** or **Personal Injury**;
  - b. Any **Wrongful Act** for which coverage is provided under any other Insuring Agreement of this **Policy**;
  - c. Any **Sexual Abuse** of a person if the first incident of such **Sexual Abuse** of that person by the same, or allegedly the same, individual or individuals occurred prior to the effective date of this **Policy**.
  - d. Any **Sexual Abuse** by a perpetrator or alleged perpetrator if that person was involved or alleged to have been involved in any incident of **Sexual Abuse** of any person or group of persons at a time earlier than the incident for which the **Claim** or **Damages** are sought under this **Policy**.
2. Any **Damages** or **Claim Expenses** for any **Insured** who is alleged to have personally participated in committing any **Sexual Abuse** or for any **Insured** who is alleged to have remained passive after having personal knowledge, or under circumstances in which the **Insured** should reasonably have known, of any **Sexual Abuse**. No coverage is provided by this Endorsement to such **Insured**.

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

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Authorized Representative



## Arkansas Notice to Policyholders

### QUESTIONS ABOUT YOUR INSURANCE?

If You have questions about your insurance, need coverage information, or require assistance in resolving complaints, do not hesitate to contact either your insurance agent, or ACE USA, Customer Service Department, 436 Walnut Street, Philadelphia, PA 19106-3703, telephone 1-800-352-4462.

If you wish to contact the Arkansas Insurance Department, their address and toll-free number are:

Arkansas Insurance Department  
1200 West Third Street  
Little Rock, AR 72201-1904  
1-800-282-9134

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

Public Entity			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

**Amendatory Endorsement – Arkansas**

IF THERE IS ANY CONFLICT BETWEEN THE **POLICY**, OTHER ENDORSEMENTS TO THE **POLICY** AND THIS ENDORSEMENT, THE TERMS PROVIDING THE BROADEST COVERAGE INSURABLE UNDER APPLICABLE LAW SHALL PREVAIL.

It is agreed that:

- Section VII, **Extended Reporting Periods**, is deleted in its entirety and the following is inserted:

**EXTENDED REPORTING PERIODS**

If the **Insurer** or the **Public Entity** terminates or does not renew this **Policy**, the **Public Entity** shall have the right to a continuation of the coverage granted by this **Policy** for the Optional **Extended Reporting Period**, if elected, and the Automatic **Extended Reporting Period** as follows:

**A. Automatic Extended Reporting Period**

The **Public Entity** shall have continued coverage granted by this **Policy** for a period of 60 days following the effective date of such termination or nonrenewal, but only for **Claims** first made during such 60 days and arising from **Wrongful Acts** taking place prior to the effective date of such termination or nonrenewal.

**B. Optional Extended Reporting Period**

The **Public Entity** shall have the right, upon payment of the additional premium set forth in Item 7A of the Declarations, to an Optional **Extended Reporting Period**, for the period set forth in Item 7B of the Declarations following the expiration date of the Automatic **Extended Reporting Period**, but only for **Claims** first made during such Optional **Extended Reporting Period** and arising from **Wrongful Acts** taking place prior to the effective date of such termination or nonrenewal.

This right to continue coverage shall lapse unless written notice of such election is given by the **Public Entity** to the **Insurer**, and the **Insurer** receives payment of the additional premium within 60 days following the effective date of termination or nonrenewal.

- The **Insurer** shall give the **Public Entity** notice of the premium due for the Optional **Extended Reporting Period** as soon as practicable following the date the **Public Entity** gives such notice of such election, and such premium shall be paid by the **Public Entity** to the **Insurer** within 10 days following the date of such notice by the **Insurer** of the premium due, but not less than 60 days following the effective date of termination or nonrenewal. The Optional **Extended Reporting Period** is not cancelable and the entire premium for the Optional **Extended Reporting Period** shall be deemed fully earned and non-refundable upon payment.

- The Limit of Liability applicable to the Automatic **Extended Reporting Period** shall be part of and not in addition to the Limit of Liability shown in Item 3 of the Declarations for the immediately preceding **Policy Period**. The Automatic **Extended Reporting Period** shall not increase or reinstate the Limit of Liability, which shall be the maximum liability of the **Insurer** for the **Policy Period** and the Automatic **Extended Reporting Period**, combined.

The Limit of Liability applicable to the Optional **Extended Reporting Period**, if elected, shall be the greater of the unexhausted Limit of Liability of the immediately preceding **Policy Period** or 50% of the full amount of the Limit of Liability set forth in Item 3 of the Declarations at the inception of the

immediately preceding **Policy Period** (hereinafter referred to as “**Optional Extended Reporting Period Limit of Liability**”). The **Optional Extended Reporting Period Limit of Liability** shall only be available to pay **Damages** for **Claims** first made and reported during the **Optional Extended Reporting Period** and arising from **Wrongful Acts** taking place prior to the effective date of termination or nonrenewal (hereinafter referred to as “**Optional Extended Reporting Period Damages**”). The maximum liability for all **Optional Extended Reporting Period Damages** is the **Optional Extended Reporting Period Limit of Liability**.

If any **Claim** is covered, in whole or in part, under both the Automatic **Extended Reporting Period** and the **Optional Extended Reporting Period**, if elected, only the **Optional Extended Reporting Period Limit of Liability** shall apply.

- E. A change in **Policy** terms, conditions, exclusions and/or premiums shall not be considered a nonrenewal for purposes of triggering the rights to the Automatic or **Optional Extended Reporting Period**.
2. Section XIV, Termination of the **Policy**, is amended by adding the following:
- If this **Policy** has been in effect for more than 60 days, or is a renewal of a **Policy** the **Insurer** issued, the **Insurer** may terminate this **Policy** only for one or more of the following reasons:
    1. failure to pay a premium when due;
    2. fraud or material misrepresentation made by or with the knowledge of the **Public Entity** in obtaining the **Policy**, continuing the **Policy**, or in presenting a **Claim** under the **Policy**;
    3. a material change in the risk that substantially increases any hazard insured against after **Policy** issuance;
    4. violation of any local fire, health, safety, building, or construction regulation or ordinances with respect to any insured property or the occupancy of the property that substantially increases any hazard insured against under the **Policy**;
    5. nonpayment of membership dues in those cases in which the **Insurer** issuing the **Policy** 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**.
  - Notice of termination from the **Insurer** will state the effective date of termination and the reason(s) for termination, and will be mailed by certified mail to the **Public Entity**, and by first-class mail to the agent or broker of record, and to any lienholder or loss payee listed in the **Policy**, at the last mailing addresses known to the **Insurer**. Proof of mailing will be sufficient proof of notice.
3. Section XX, Alternative Dispute Resolution, is amended as follows:
- a. The first paragraph is deleted in its entirety and the following is inserted:
- The **Insureds** and the **Insurer** may, upon mutual agreement, submit any dispute or controversy arising out of or relating to this **Policy** or the breach, termination or invalidity thereof to the alternative dispute resolution (“ADR”) process set forth in this section.
- b. The paragraph following subsection B is amended by deleting the phrase “the decision of the arbitrators shall be final and binding” and inserting the phrase “the decision of the arbitrators shall be non-binding”.
4. The following section is added to the **Policy**:
- **NONRENEWAL**
- If the **Insurer** elects not to renew this **Policy**, it will mail written notice of nonrenewal by certified mail to the **Public Entity**, and by first-class mail to the agent or broker of record, at the last mailing addresses known to the **Insurer**. Notice of nonrenewal will be mailed at least 60 days before the end of the **Policy Period**. Proof of mailing will be sufficient proof of notice.

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

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Authorized Representative

*SERFF Tracking Number:* ACEH-125749679      *State:* Arkansas  
*Filing Company:* Westchester Fire Insurance Company      *State Tracking Number:* EFT \$50  
*Company Tracking Number:* 08-PR-2007800  
*TOI:* 17.1 Other Liability - Claims Made Only      *Sub-TOI:* 17.1015 Municipal Liability  
*Product Name:* 08-PR-2007800  
*Project Name/Number:* Public Entity Liability - Reference Filing/08-PR-2007800

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: ACEH-125749679 State: Arkansas  
Filing Company: Westchester Fire Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: 08-PR-2007800  
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1015 Municipal Liability  
Product Name: 08-PR-2007800  
Project Name/Number: Public Entity Liability - Reference Filing/08-PR-2007800

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty **Review Status:** Approved 08/12/2008

**Comments:**

**Attachments:**

AR NAIC Transmittal \_F\_.pdf  
AR Public Entity Forms List 08-PR-2007800.doc

**Satisfied -Name:** FILE MEMO **Review Status:** Approved 08/12/2008

**Comments:**

**Attachments:**

Explanatory Memo (Forms).pdf  
Public Entity Reference Filing Numbers.pdf

## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

<b>3. Group Name</b>	<b>Group NAIC #</b>
ACE USA	626

4. Company Name(s)	Domicile	NAIC #	FEIN #
Westchester Fire Insurance Company	PA	21121	13-5481330

<b>5. Company Tracking Number</b>	08-PR-2007800 (F)
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Robert Wolfrom 510 Walnut Street WB04G	Sr Regulatory Specialist	(215) 640-5123	(215) 640-4986	Robert.Wolfrom@ace- ina.com

<b>7.</b> Signature of authorized filer	<i>Robert E. Wolfrom</i>
<b>8.</b> Please print name of authorized filer	Robert Wolfrom

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

<b>9.</b>	<b>Type of Insurance (TOI)</b>	Other Liability
<b>10.</b>	<b>Sub-Type of Insurance (Sub-TOI)</b>	Municipal Liability
<b>11.</b>	<b>State Specific Product code(s)(if applicable)[See State Specific Requirements]</b>	
<b>12.</b>	<b>Company Program Title (Marketing title)</b>	Public Entity Liability
<b>13.</b>	<b>Filing Type</b>	<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)
<b>14.</b>	<b>Effective Date(s) Requested</b>	New:    Upon approval    Renewal:    Upon approval

## Property & Casualty Transmittal Document---

<b>15.</b>	<b>Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16.</b>	<b>Reference Organization</b> (if applicable)	
<b>17.</b>	<b>Reference Organization # &amp; Title</b>	
<b>18.</b>	<b>Company's Date of Filing</b>	07/28/2008
<b>19.</b>	<b>Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	08-PR-2007800 (F)
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<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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ACE American Insurance Company currently has forms on file with your department which are applicable to our Public Entity Liability program. The purpose of this filing is to add Westchester Fire Insurance Company to the original filing. This new program was filed earlier this year under company filing number 08-PR-2007499F. Please refer to the attached Reference Filing Numbers exhibit for prior state filing numbers, if applicable. We wish to implement this filing for all new and renewal policies effective upon your approval.

<b>22.</b>	<b>Filing Fees</b> (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]
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**Check #:** EFT  
**Amount:** \$50.00

**Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.**

**\*\*\*Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

## **These pages are informational only and do not need to be submitted with your filings!**

### **Notes for Uniform Property & Casualty Transmittal Document**

#### **DESCRIPTION OF ITEMS IN THE PROPERTY AND CASUALTY TRANSMITTAL DOCUMENT**

- 1. Reserved for Insurance Dept. Use Only**—this section is for anything the Dept. wishes to capture—such as date stamps, approval stamps, check routing numbers, accounting codes, etc.
- 2. Insurance Department Use Only Box:** Includes the following information: (It is up to the state to determine which, if any, of this info they wish to record—or it may be recorded in #1 box with stamps (for example))
  - a. Date the filing is received by the Insurance Dept.**
  - b. Analyst**—lead analyst who reviewed the filing and assigns final disposition
  - c. Disposition**—this is the disposition that the Dept. assigns—authorized, approved, filed, withdrawn, disapproved, informational only, etc.
  - d. Date of Disposition of the filing**—date filing is finished
  - e. Effective Date of the Filing**—date the filing goes into effect. This date may vary by state—it might be the “approval” date in some states. It might be the implementation date in some states. It might be the received date in some states. The Dept. should use the date that is applicable in their state.
  - f. State Filing #:** The number the state assigns to the filing (if applicable).
  - g. SERFF Filing #:** Some states may use SERFF to track paper filings and will use that SERFF assigned number.
  - h. Subject Codes** – This field is intended to capture one or more Subject Codes for states to track particular attributes of a filing, such as mold exclusions. The codes or terms used would be variable by state.
- 3. Group Name and Group NAIC #** as assigned by NAIC.
- 4. Company Name(s), State of Domicile, NAIC #, FEIN#, State #:** Every company to which this filing applies must be listed and the company information must be supplied, with the exception of the State # (the company specific code) if not available or not required by the filing jurisdiction. A filing that lists a group without supplying company info will not be accepted in most states.
- 5. Company Tracking Number:** The filing number assigned by the insurance company, if any.
- 6. Contact Info of Filer or Corporate Officer:** The company should supply the information on the person the state should contact if there is a question/problem with the filing. If there is more than one person (perhaps, one for rates, one for forms) then both should be listed.
- 7. Signature of authorized filer:** Some states require a signature of the authorized filer. If the filer is third party, a letter of authorization from the insurer must be submitted according to state requirements.
- 8. Please print name of authorized filer:** So we can decipher #7 above!
- 9. Type of Insurance (TOI):** Refer to Uniform Property & Casualty Product Coding Matrix. This corresponds to the column entitled “SERFF Type of Insurance” and roughly corresponds to the annual statement line of business.
- 10. Sub-type of Insurance (Sub-TOI):** Refer to Uniform Property & Casualty Product Coding Matrix). This corresponds to the column entitled “SERFF Sub-Type of Insurance”.
- 11. State Specific Product code(s):** See State Specific Requirements for these codes
- 12. Company Program Title:** Marketing title, if applicable.
- 13. Filing Type:** Choices are Rate/Loss Cost; Rules; Rates/Rules; Forms; Withdrawal; Other.

**14. Effective Date Requested:** This is the effective date the company requested when they made the filing. It is not necessarily the date the filing officially becomes effective. This is also where the company can indicate the different effective dates for new or renewal business.

**15. Reference Filing:** Yes/No

**16. Reference Organization (if applicable):** The name of the advisory organization—i.e. ISO, NCCI, AAIS, etc. or an Insurance Company name if “me too filing” is permitted. Some states allow companies to reference another company’s filing. A “me too” filing is when one company adopts another company’s filing. Usually they are not part of the same group. You should check with each state to determine their rules on these filings. If permitted, use this area to indicate either an advisory organization name or “me too” company name.

**17. Reference Organization Number & Title (if applicable):** This is the unique number that the reference organization gives to the filing. It is generally not the same number as the circular number.

**18. Company’s Date of filing:** The date the company sends the filing.

**19. Status of filing in domicile:** Place for the company to show if filing has been filed in domicile and its status.

**20. This filing transmittal is part of Company Tracking #:** This ties all of the pages of the transmittal to the same filing. It is helpful for the state.

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

**22. Filing Fees:** Please refer to each state’s checklist for additional state specific requirements or instructions on calculating fees.

*SERFF Tracking Number:* ACEH-125749679                      *State:* Arkansas  
*Filing Company:* Westchester Fire Insurance Company                      *State Tracking Number:* EFT \$50  
*Company Tracking Number:* 08-PR-2007800  
*TOI:* 17.1 Other Liability - Claims Made Only                      *Sub-TOI:* 17.1015 Municipal Liability  
*Product Name:* 08-PR-2007800  
*Project Name/Number:* Public Entity Liability - Reference Filing/08-PR-2007800

Attachment "AR Public Entity Forms List 08-PR-2007800.doc" is not a PDF document and cannot be reproduced here.

**Westchester Fire Insurance Company**  
ACE Municipal Advantage Public Entity Liability Policy

Forms List – Countrywide

Form Number/ Edition Date	Form Title	Broaden, Restrict or Clarify	Mandatory or Optional	Rate Impact (Y/N)	Description
	<b><i>Applications</i></b>				
PF-23704 (01/08)	ACE Municipal Advantage Public Entity Liability Application	N/A	N/A	N/A	Application
PF-23706 (01/08)	ACE Municipal Advantage Public Entity Liability Renewal Application	N/A	N/A	N/A	Application
PF-23702 (01/08)	ACE Municipal Advantage Public Entity Liability Limited Sexual Abuse Application	N/A	N/A	N/A	Supplemental Application
	<b><i>Policy and Declarations</i></b>				
PF-23535 (01/08)	ACE Municipal Advantage Public Entity Liability Policy Declarations	N/A	Mandatory	N/A	Declarations
PF-23536 (01/08)	ACE Municipal Advantage Public Entity Liability Policy	N/A	Mandatory	N/A	Public Entity Liability Policy
	<b><i>Optional Endorsements</i></b>				
PF-23537 (01/08)	Additional Insured Endorsement	Broaden	Optional	Y	Endorses other entities or persons as Insureds under the policy, as long as they are working on behalf of the Public Entity.
PF-23538 (01/08)	Additional Public Entity Endorsement	Broaden	Optional	N	Endorses other entities as Public Entities to the policy.
PF-23540 (01/08)	Automatic Extended Reporting Period Amended (Variable Days)	Broaden	Optional	N	Amends the number of days required to elect the Extended Reporting Provision.
PF-23541 (01/08)	Bond Exclusion	Restrict	Optional	N	Excludes claims arising out of the performance of the Insured's bonds or debentures.
PF-23542 (01/08)	Claims Mediation Endorsement	Broaden	Optional	N	Endorsement lowers the applicable self-insured retention if a claim is resolved through mediation.
PF-23543 (01/08)	Coinsurance – Loss Version	Clarify	Optional	N	Adds a coinsurance provision to the policy to be applicable to claims reported under the policy.
PF-23544 (01/08)	Contingent Bodily Injury and Property Damage	Broaden	Optional	N	Extends coverage to provide coverage for bodily injury or property damage that are proximately caused by the failure to provide professional services.
PF-23545 (01/08)	Derivatives Exclusion	Restrict	Optional	N	Excludes claims arising out of the Insured's investments in financial derivative instruments.
PF-23546 (01/08)	Employee Benefit Liability Exclusion – Claims Expense Coverage	Broaden	Optional	Y	Amends the Employee Benefit Liability Exclusion to allow the Insurer to cover the Claims Expenses associated with benefits fiduciary claims.

**Westchester Fire Insurance Company**  
ACE Municipal Advantage Public Entity Liability Policy

Forms List – Countrywide

Form Number/ Edition Date	Form Title	Broaden, Restrict or Clarify	Mandatory or Optional	Rate Impact (Y/N)	Description
PF-23547 (01/08)	Employment Practices Liability Coverage – Law Enforcement Agencies & Fire Fighting Authorities	Broaden	Optional	N	Extends the EPL coverage grant to apply to the Law Enforcement Agencies and Fire Fighting Authorities controlled by the Named Insured.
PF-23548 (01/08)	Employment Practices Liability Exclusion	Restrict	Optional	Y	Removes the Employment Practices Liability coverage extension from the policy.
PF-23549 (01/08)	Endorsement Deletion	Neither	Optional	N	Used to remove endorsements that were added to the main policy.
PF-23550 (01/08)	Exclusion Removal Endorsement	Broaden	Optional	N	Used to remove an exclusion from the main policy.
PF-23551 (01/08)	Extended Reporting Period – One, Two or Three Years	Broaden	Optional	N	Changes the Extended Reporting Provision options to includes 2- and 3-year options.
PF-23552 (01/08)	Insured Choice of Defense Counsel Endorsement	Broaden	Optional	N	Broadens coverage to allow the Insured the right to chose defense counsel when a Claim is reported to the Insurer.
PF-23553 (01/08)	Insuring Agreement A.1 Non-Rescindable	Broaden	Optional	Y	Broadens coverage to make the non-identifiable coverage (Insuring Agreement A.1.) not subject to rescission by the Insurer.
PF-23554 (01/08)	Investment Exclusion	Restrict	Optional	N	Excludes coverage for claims arising out of the Insured's investment activities
PF-23555 (01/08)	Named Insured and Address Endorsement	Clarify	Optional	N	Amends the name of the Insured and/or the address of the Insured's main operations.
PF-23556 (01/08)	Non-Monetary Damages – Variable Sublimit Endorsement	Broaden	Optional	N	Amends the sub-limit for non-monetary damages Claims Expense coverage.
PF-23557 (01/08)	Notice of Cancellation – Non-Cancelable Except for Non-Payment of Premium Endorsement	Broaden	Optional	Y	Amends the Termination so the policy can only be cancelled for non-payment of the premium.
PF-23558 (01/08)	Notice – Risk Manager, Legal Counsel Endorsement	Broaden	Optional	N	Limits claims notice requirement to only when the Risk Manager or Legal Counsel become aware of a claim.
PF-23559 (01/08)	Outside Directorship – For Profit – Triple Excess	Broaden	Optional	Y	Extends coverage to Insured Persons who are serving on the boards of non-affiliated for-profit entities, provided it is at the written request of the Named Insured.
PF-23560 (01/08)	Personal Profit Exclusion	Broaden	Optional	N	Amends the exclusion so it only applies after there is a finding in fact or a final adjudication as to its applicability.
PF-23561 (01/08)	Policy Period Endorsement (Non-Premium Bearing)	Clarify	Optional	N	Changes the policy period of the policy, without an additional premium charge. Used to fix errors on the declarations page.
PF-23562 (01/08)	Policy Period Endorsement (Premium Bearing)	Clarify	Optional	N	Changes the policy period of the policy, subject to an additional premium charge

**Westchester Fire Insurance Company**  
ACE Municipal Advantage Public Entity Liability Policy

Forms List – Countrywide

Form Number/ Edition Date	Form Title	Broaden, Restrict or Clarify	Mandatory or Optional	Rate Impact (Y/N)	Description
PF-23563 (01/08)	Prior Acts Exclusion – Specified Date Endorsement	Restrict	Optional	Y	Excludes coverage for wrongful acts occurring prior to the date.
PF-23564 (01/08)	Securities Exclusion	Restrict	Optional	N	Excludes claims related to violation of federal and state securities laws.
PF-23566 (01/08)	Specific Matter (Claim Type) Exclusion	Restrict	Optional	N	Excludes future claims arising from an identified matter or circumstance related to the Insured.
PF-23567 (01/08)	Specific Services Exclusion	Restrict	Optional	N	Excludes professionals services provided by the Insured that are better insured under an E&O policy.
PF-23568 (01/08)	Tax Assessment Exclusion	Restrict	Optional	N	Excludes claims arising tax assessment errors committed by the Public Entity.
PF-23569 (01/08)	Third-Party Claims Exclusion	Restrict	Optional	Y	Removes the Third Party EPL coverage from the policy.
PF-23570 (01/08)	Third-Party Claim Retention Endorsement	Clarify	Optional	N	Endorses a retention for Third Party EPL claims that differs from the retention for all other EPL claims.
PF-23571 (01/08)	Waiver of Application	Clarify	Optional	N	The endorsement allows the underwriter to accept another carrier's application as if the representations and warranties made were made to ACE American Insurance Company.
PF-23782 (01/08)	Limited Sexual Abuse Liability Coverage	Broaden	Optional	Y	Provides sexual abuse liability coverage. Coverage will be included as a sublimit of liability to the policy aggregate limit of liability.
<b>Terrorism Endorsements</b>					
TRIA12b (01/08)	Disclosure Pursuant to Terrorism Risk Insurance Act	Clarify	Mandatory	N	To comply with the disclosure requirements of the Terrorism Risk Insurance Act, as amended in 2007.
PF-17705a (01/08)	Cap on Losses From Certified Acts of Terrorism	Restrict	Mandatory	N	To provide coverage for both certified acts of terrorism and other acts of terrorism (subject to underlying policy provisions), but provide that the insurer is not liable beyond the \$100 billion cap.
<b>Mandatory Endorsements</b>					
CC-1K11e (02/06)	Signatures	Neither	Mandatory	N	Signature page.
PF-17914 (02/05)	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders	Neither	Mandatory	N	Policyholder notice provides information concerning the possible impact on coverage due to directives issued by OFAC.
ALL-2Y31a (02/06)	Arkansas Notice to Policyholders	Neither	Mandatory	N	Endorsement
PF-23574 (01/08)	Amendatory Endorsement – Arkansas	Neither	Mandatory	N	Endorsement

# ACE GROUP OF INSURANCE COMPANIES

## **Westchester Fire Insurance Company** ACE Municipal Advantage<sup>SM</sup> Public Entity Liability Program

### **Explanatory Memorandum**

ACE American Insurance Company currently has forms on file with your department which are applicable to our Public Entity Liability program. The purpose of this filing is to add Westchester Fire Insurance Company to the original filing. This new program was filed earlier this year under company filing number 08-PR-2007499F. Please refer to the attached Reference Filing Numbers exhibit for prior state filing numbers, if applicable. We wish to implement this filing for all new and renewal policies effective upon your approval.

The ACE Municipal Advantage Public Entity Liability program has been developed for public entities and the people who act on their behalf. Coverage is provided for management, administrative and employment practices activities. The policy provides coverage on a claims-made and reported basis. The ACE Municipal Advantage Public Entity form has multiple coverage grants, or insuring agreements:

**A. Public Entity Management Liability**

Provides coverage to officials and commission members for loss related to their function as managers of the public entity.

**B. Public Entity Liability**

Addresses errors and omissions of the public officials in the performance of duties for a public entity.

**C. Employment Practices Liability**

Addresses actual or alleged employment practices violations in the performance of duties for a public entity.

**D. Public Entity Crisis Management Coverage**

A supplemental coverage which provides the Named Insured with an auxiliary limit to fund public relations expenses to help abate material crisis events that, if not addressed, could lead to a break-down in confidence in the public entity's managers and exacerbate litigation against them.

This is a new program filing which covers a variety of public entities including state, county and municipal governments, special district authorities (which would include housing, utilities, water, mass transit, and port authorities), finance and development authorities, and regional airports and airport authorities.

We will utilize the public entity's annual budget as the exposure basis for pricing since we believe this is a correlated and relatively unbiased indicator of exposure to loss. We further augmented our plan with rating variables that draw upon the expertise of our professional liability underwriting team. Our rating modification factors recognize the importance of size and breadth of the workforce to be insured, claims experience, financial conditions and risk management. We have structured our underwriting guidelines to ensure each thorough review, careful analysis and proper documentation for each individual account.

#### **A. Forms**

<b>Form #</b>	<b>Edition Date</b>	<b>Title</b>
See the attached list.		

**State Filing Numbers for ACE Municipal Advantage<sup>SM</sup> Public Entity Liability Program Filings  
and Effective Date**

<b>State</b>	<b>Form Filing ACE-xx-08-PR-2007499-F (xx=state code)</b>	<b>Rate Rule ACE-xx-08-PR-2007499-R (xx=state code)</b>
<b>AK</b>		
<b>AL</b>	02-13-08	02-13-08
<b>AR</b>	02-22-08	02-13-08
<b>AZ</b>	Drawer Filing 02-05-08	
<b>CA</b>	08-2865 04-30-08	
<b>CO</b>	05-08-09 226187	05-09-08 226209
<b>CT</b>		
<b>DC</b>	03-11-08	02-14-08
<b>DE</b>	21165 02-26-08	
<b>FL</b>		
<b>GA</b>	02-29-08	02-27-08
<b>HI</b>		
<b>IA</b>	ACEH-125479239 02-15-08	
<b>ID</b>	02-11-08	
<b>IL</b>	ACEH-125479236 04-21-08	Drawer Filing 02-05-08
<b>IN</b>	03-18-08	
<b>KS</b>	FC-GL-08-355504 04/08/08	
<b>KY</b>	2008-013484-F 03-10-08	2007-013482-R 02-14-08
<b>LA</b>		
<b>MA</b>	112074 03-27-08	111921 03-27-08
<b>MD</b>	110388 03-17-08	110313 03-03-08
<b>ME</b>	02-27-08	02-26-08
<b>MI</b>	Drawer Filing 02-05-08	
<b>MN</b>	Drawer Filing 02-05-08	
<b>MO</b>	02-27-08	
<b>MS</b>	08-PR-2007499 03-18-08	
<b>MT</b>	02-27-08	02-13-08
<b>NC</b>	PC113002 03-20-08	PC113001 04-28-08
<b>ND</b>	64970 02-13-08	
<b>NE</b>	79243 02-11-08	
<b>NH</b>	03-03-08	02-29-08
<b>NJ</b>	Drawer Filing 02-05-08	
<b>NM</b>	08-PR-2007499 02-20-08	08-PR-2007499 02-20-08
<b>NV</b>	8294 04-23-08	Drawer 02-11-08
<b>NY</b>		
<b>OH</b>	ACEH-125479248 04-10-08	
<b>OK</b>	ACEH-125483480 04-11-08	ACEH-125483534 03-15-08
<b>OR</b>	CO 0324 08 03-26-08	
<b>PA</b>	B12531001 02-15-08	02-14-08
<b>RI</b>	03-05-08	
<b>SC</b>	209244 06-13-08	Drawer Filing
<b>SD</b>	03-14-08	
<b>TN</b>	080692 03-14-08	
<b>TX</b>	93783 03-12-08	
<b>UT</b>	68754 03-13-08	
<b>VA</b>		
<b>VT</b>		
<b>WA</b>		
<b>WI</b>	Deemed 03-12-08	Filed 02-13-08
<b>WV</b>	80213030 04-02-08	
<b>WY</b>	Drawer Filing 02-05-08	