

SERFF Tracking Number: MNLM-125709048 State: Arkansas
Filing Company: Carolina Casualty Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: MLI-050108-F
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1022 Other
Product Name: Management Liability
Project Name/Number: ML 26300 (12-05)/05-08 Revision

Filing at a Glance

Company: Carolina Casualty Insurance Company

Product Name: Management Liability

TOI: 17.1 Other Liability - Claims Made Only

Sub-TOI: 17.1022 Other

Filing Type: Form

Effective Date Requested (New): On Approval

Effective Date Requested (Renewal): On Approval

State Filing Description:

SERFF Tr Num: MNLM-125709048 State: Arkansas

SERFF Status: Closed

Co Tr Num: MLI-050108-F

Co Status:

Author: Beth Richards

Date Submitted: 08/19/2008

State Tr Num: EFT \$50

State Status: Fees verified and received

Reviewer(s): Betty Montesi, Edith Roberts

Disposition Date: 08/29/2008

Disposition Status: Approved

Effective Date (New):

Effective Date (Renewal):

General Information

Project Name: ML 26300 (12-05)

Project Number: 05-08 Revision

Reference Organization:

Reference Title:

Filing Status Changed: 08/29/2008

State Status Changed: 08/29/2008

Corresponding Filing Tracking Number:

Filing Description:

Carolina Casualty Insurance Company currently has on file with your Department its program for Management Liability Insurance. At this time, we wish to amend our program through this submission, which consists of the following:

FORMS:

22 new endorsements have been added.

5 previously approved endorsements have been revised.

Status of Filing in Domicile: Authorized

Domicile Status Comments: Approved effective 8/18/08 (Iowa).

Reference Number:

Advisory Org. Circular:

Deemer Date:

SERFF Tracking Number: MNLM-125709048 State: Arkansas
Filing Company: Carolina Casualty Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: MLI-050108-F
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1022 Other
Product Name: Management Liability
Project Name/Number: ML 26300 (12-05)/05-08 Revision

3 new proposal forms have been added.

2 previously approved proposal forms have been revised.

All forms included with this submission are new or will replace forms previously acknowledged by your Department, with exception of the two proposal (application) forms, which we would like to keep available as a convenience for our agents.

RATES/RULES:

The Rates and Rules have been revised as follows:

Revised Page 24, Special Endorsements and/or Coverage Modifier Section:

Revised to include the following endorsements: CT 237014 and ML 263034, as these endorsements were not previously listed, and to add new endorsements: CT 268035, ML 263025 and ML 263068.

Revised to include items and/or previously filed endorsements, which had been omitted in the original filing.

The leading "2" was inadvertently left off of the endorsement numbers.

Addition of Additional Insured(s) / Entity(ies): Amended to include, ML 263067 Addition to Section III. E. Addition of Employee Coverage.

Investigation Coverage: Amended to include, ML 263021 Addition to Section III. A. Claim for FDA Proceedings and ML 263023 Addition to Section III. A. Investigative Proceeding Coverage with Sub-Limit and Deductible.

Non-Rescindable Coverage: Amended title and list to include: CT 268034 Addition to Section VIII. B. Fully Non-Rescindable Endorsement.

Past Acts Coverage (absence of exclusion): Amended title to include "absence of exclusion".

Renewal Credit: Revised to include a Renewal Credit.

Severability (Limited): Amended title to include (Limited).

Severability (Full): Amended to include debit for CT 268033 Modification to Section VIII. B. Full Severability.

Sub-Limit Specific Coverage: Amended to include: CT 265021 Addition to Section V. A. Sub-Limit Specific Endorsement, CT 265022 Addition to Section V. A. Sub-Limit Specific Exposure, and EPL 264101 Modification to Section IV. I. Wage and Hour Laws Exclusion with Costs of Defense Sub-Limit.

Added Page 26, Additional Coverage Section, to the rating plan to add rate rules for two new supplemental coverage endorsements: NP 231120 and NP 231130.

SERFF Tracking Number: MNLM-125709048 State: Arkansas
 Filing Company: Carolina Casualty Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: MLI-050108-F
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1022 Other
 Product Name: Management Liability
 Project Name/Number: ML 26300 (12-05)/05-08 Revision

Company and Contact

Filing Contact Information

Beth Richards, Senior Compliance Analyst brichards@monitorliability.com
 2850 W. Golf Road (847) 806-6590 [Phone]
 Rolling Meadows, IL 60008 (847) 806-6592[FAX]

Filing Company Information

Carolina Casualty Insurance Company CoCode: 10510 State of Domicile: Iowa
 c/o Monitor Liability Managers Group Code: 98 Company Type:
 2850 West Golf Road
 Rolling Meadows, IL 60008 Group Name: W. R. Berkley Group State ID Number:
 (847) 806-6590 ext. 570[Phone] FEIN Number: 59-0733942

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: Forms filing = \$50
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Carolina Casualty Insurance Company	\$50.00	08/19/2008	22015306

SERFF Tracking Number: MNLM-125709048 State: Arkansas
Filing Company: Carolina Casualty Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: MLI-050108-F
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1022 Other
Product Name: Management Liability
Project Name/Number: ML 26300 (12-05)/05-08 Revision

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	08/29/2008	08/29/2008

SERFF Tracking Number: MNLM-125709048 State: Arkansas
Filing Company: Carolina Casualty Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: MLI-050108-F
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1022 Other
Product Name: Management Liability
Project Name/Number: ML 26300 (12-05)/05-08 Revision

Disposition

Disposition Date: 08/29/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment: Please note: Employment Practices Liability forms and Fiduciary Forms are being approved as enhancements to this program, and not to be used as "stand-alone" coverage as they do not comply in order to be stand-alone coverage, but do comply when attaching to Management Liability AID Exemption Order # 98-5.

Rate data does NOT apply to filing.

SERFF Tracking Number: MNLM-125709048 State: Arkansas
 Filing Company: Carolina Casualty Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: MLI-050108-F
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1022 Other
 Product Name: Management Liability
 Project Name/Number: ML 26300 (12-05)/05-08 Revision

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty		Yes
Supporting Document	Filing memo		Yes
Supporting Document	Authorization		Yes
Supporting Document	Forms List		Yes
Supporting Document	Forms Schedule		Yes
Form	Addition to Section I. Difference in Conditions Endorsement		Yes
Form	<<insert Association name here>> Endorsement Directors, Officers and Corporate Liability Insurance Enhancements		Yes
Form	Layline Risk Management Partners Endorsement Directors, Officers and Corporate Liability Insurance Enhancements		Yes
Form	OakBridge Insurance Services Endorsement Directors, Officers and Corporate Liability Insurance Enhancements		Yes
Form	Hylant Group Endorsement Directors, Officers and Corporate Liability Insurance Enhancements		Yes
Form	Addition to Section IV. Modified Known Wrongful Acts Exclusion		Yes
Form	Addition to Section IV. Sub-Prime Mortgage Loan Exclusion		Yes
Form	Addition to Section V. Waiver of Deductible if No Liability		Yes
Form	Addition to Section VIII. State Amendatory Inconsistency Wording		Yes
Form	Addition to Section VIII. B. Absolute Non-Rescindable Endorsement		Yes
Form	Modification to Section VIII. E. Subrogation with Final Adjudication Wording		Yes

SERFF Tracking Number: MNLM-125709048 State: Arkansas
 Filing Company: Carolina Casualty Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: MLI-050108-F
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1022 Other
 Product Name: Management Liability
 Project Name/Number: ML 26300 (12-05)/05-08 Revision

Form	<<insert Association name here>> Endorsement Employment Practices Liability Insurance Enhancements	Yes
Form	Layline Risk Management Partners Endorsement Employment Practices Liability Insurance Enhancements	Yes
Form	OakBridge Insurance Services Endorsement Employment Practices Liability Insurance Enhancements	Yes
Form	Hylant Group Endorsement Employment Practices Liability Insurance Enhancements	Yes
Form	Modification to Section IV. C. Breach of Contract Exclusion with Costs of Defence	Yes
Form	Addition to Section IV. Modified Known Wrongful Act Exclusion	Yes
Form	OakBridge Insurance Services Endorsement Fiduciary Liability Insurance Enhancements	Yes
Form	Addition to Section IV. Modified Known Wrongful Act Exclusion	Yes
Form	Addition to Section I. Insuring Agreements Investigation Costs Coverage for Shareholder Derivative Investigation(s)	Yes
Form	Identity Theft Expense Supplemental Coverage	Yes
Form	Kidnap Expense Supplemental Coverage	Yes
Form	Addition to Section III. Extradition Coverage	Yes
Form	Addition to Section III. A. Licensing Investigation Coverage with Sub-Limit	Yes
Form	Modification to Section III. C. Defense Costs for Inadequate Pricing of Securities	Yes
Form	Addition to Section III. E. Addition of All Employee Coverage	Yes
Form	Addition to Section IV. Modified Known Wrongful Exclusion	Yes

SERFF Tracking Number: MNLM-125709048 *State:* Arkansas
Filing Company: Carolina Casualty Insurance Company *State Tracking Number:* EFT \$50
Company Tracking Number: MLI-050108-F
TOI: 17.1 Other Liability - Claims Made Only *Sub-TOI:* 17.1022 Other
Product Name: Management Liability
Project Name/Number: ML 26300 (12-05)/05-08 Revision

Form	Management Liability Proposal Form	Yes
Form	Management Liability Proposal Form	Yes
Form	Management Liability Proposal Form	Yes
Form	Management Liability Proposal Form	Yes
Form	Management Liability Insurance Kidnap Expense Supplemental Form	Yes

SERFF Tracking Number: MNLM-125709048 State: Arkansas
 Filing Company: Carolina Casualty Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: MLI-050108-F
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1022 Other
 Product Name: Management Liability
 Project Name/Number: ML 26300 (12-05)/05-08 Revision

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
	Addition to Section I. Difference in Conditions Endorsement	CT 261011	09-07	Endorsement/Amendment/Conditions	New	0.00	CT 261011-09-07.pdf
	<<insert Association name here>> Endorsement Directors, Officers and Corporate Liability Insurance Enhancements	CT 261116	01-08	Endorsement/Amendment/Conditions	New	0.00	CT 261116-0108.pdf
	Layline Risk Management Partners Endorsement Directors, Officers and Corporate Liability Insurance Enhancements	CT 261117	05-08	Endorsement/Amendment/Conditions	New	0.00	CT 261117-0508.pdf
	OakBridge Insurance Services Endorsement Directors, Officers and Corporate Liability	CT 261118	01-08	Endorsement/Amendment/Conditions	New	0.00	CT 261118-0108.pdf

SERFF Tracking Number: MNLM-125709048 State: Arkansas
 Filing Company: Carolina Casualty Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: MLI-050108-F
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1022 Other
 Product Name: Management Liability
 Project Name/Number: ML 26300 (12-05)/05-08 Revision

Insurance
Enhancements

Hylant Group	CT	02-08	Endorseme New	0.00	CT 261120-
Endorsement	261120		nt/Amendm		0208.pdf
Directors, Officers and Corporate Liability			ent/Condi tions		

Insurance
Enhancements

Addition to	CT	rev. 04-08	Endorseme Replaced	Replaced Form #:0.00	CT 264308
Section IV.	264308		nt/Amendm	CT 264308 (rev.	rev. 04-
Modified Known Wrongful Acts Exclusion			ent/Condi tions	09-06) Previous Filing #:	08.pdf

Addition to	CT	02-08	Endorseme New	0.00	CT 264359
Section IV. Sub-	264359		nt/Amendm		02-08.pdf
Prime Mortgage Loan Exclusion			ent/Condi tions		

Addition to	CT	rev. 09-07	Endorseme Replaced	Replaced Form #:0.00	CT 265014
Section V. Waiver	265014		nt/Amendm	CT 265014 (12-	rev. 09-
of Deductible if No Liability			ent/Condi tions	05) Previous Filing #:	07.pdf

Addition to	CT	04-08	Endorseme New	0.00	CT 268017
Section VIII.	268017		nt/Amendm		04-08.pdf
State Amendatory Inconsistency Wording			ent/Condi tions		

Addition to	CT	04-08	Endorseme New	0.00	CT 268035
Section VIII. B.	268035		nt/Amendm		04-08.pdf
Absolute Non- Rescindable Endorsement			ent/Condi tions		

Modification to	CT	04-08	Endorseme New	0.00	CT 268061
Section VIII. E.	268061		nt/Amendm		04-08.pdf
Subrogation with Final Adjudication			ent/Condi tions		

SERFF Tracking Number: MNLM-125709048 State: Arkansas
 Filing Company: Carolina Casualty Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: MLI-050108-F
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1022 Other
 Product Name: Management Liability
 Project Name/Number: ML 26300 (12-05)/05-08 Revision

Wording

<<insert	EPL	01-08	Endorseme New	0.00	EPL 261116-
Association name	261116		nt/Amendm		0108.pdf
here>>			ent/Condi		
Endorsement			ons		
Employment					
Practices Liability					
Insurance					
Enhancements					
Layline Risk	EPL	05-08	Endorseme New	0.00	EPL 261117-
Management	261117		nt/Amendm		0508.pdf
Partners			ent/Condi		
Endorsement			ons		
Employment					
Practices Liability					
Insurance					
Enhancements					
OakBridge	EPL	01-08	Endorseme New	0.00	EPL 261118-
Insurance	261118		nt/Amendm		0108.pdf
Services			ent/Condi		
Endorsement			ons		
Employment					
Practices Liability					
Insurance					
Enhancements					
Hylant Group	EPL	02-08	Endorseme New	0.00	EPL 261120
Endorsement	261120		nt/Amendm		02-08.pdf
Employment			ent/Condi		
Practices Liability			ons		
Insurance					
Enhancements					
Modification to	EPL	07-07	Endorseme New	0.00	EPL 264042
Section IV. C.	264042		nt/Amendm		07-07.pdf
Breach of			ent/Condi		
Contract			ons		
Exclusion with					
Costs of Defence					
Addition to	EPL	rev. 04-08	Endorseme Replaced	Replaced Form #:0.00	EPL 264308

SERFF Tracking Number: MNLM-125709048 State: Arkansas
 Filing Company: Carolina Casualty Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: MLI-050108-F
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1022 Other
 Product Name: Management Liability
 Project Name/Number: ML 26300 (12-05)/05-08 Revision

Section IV. Modified Known Wrongful Act Exclusion	264308		nt/Amendm ent/Condi ons	EPL 264308 (rev. 09-06) Previous Filing #:	rev. 04- 08.pdf
OakBridge Insurance Services Endorsement Fiduciary Liability Insurance Enhancements	FL 26111801-08		Endorseme New nt/Amendm ent/Condi ons	0.00	FL 261118- 0108.pdf
Addition to Section IV. Modified Known Wrongful Act Exclusion	FL 264308	rev. 04-08	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 FL 264308 (rev. 09-06) Previous Filing #:	FL 264308 rev. 04- 08.pdf
Addition to Section I. Insuring Agreements Investigation Costs Coverage for Shareholder Derivative Investigation(s)	ML 261034	04-08	Endorseme New nt/Amendm ent/Condi ons	0.00	ML 261034 04-08.pdf
Identity Theft Expense Supplemental Coverage	ML 261120	02-08	Endorseme New nt/Amendm ent/Condi ons	0.00	ML 261120 02-08.pdf
Kidnap Expense Supplemental Coverage	ML 261130	02-08	Endorseme New nt/Amendm ent/Condi ons	0.00	ML 261130 02-08.pdf
Addition to Section III. Extradition Coverage	ML 263018	04-08	Endorseme New nt/Amendm ent/Condi ons	0.00	ML 263018 04-08.pdf
Addition to	ML	01-08	Endorseme New	0.00	ML 263025

SERFF Tracking Number: MNLM-125709048 State: Arkansas
 Filing Company: Carolina Casualty Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: MLI-050108-F
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1022 Other
 Product Name: Management Liability
 Project Name/Number: ML 26300 (12-05)/05-08 Revision

Section III. A. Licensing Investigation Coverage with Sub-Limit Modification to Section III. C. Defense Costs for Inadequate Pricing of Securities Addition to Section III. E. Addition of All Employee Coverage Addition to Section IV. Modified Known Wrongful Exclusion Management Liability Proposal Form Management Liability Proposal Form Management Liability Proposal Form Management Liability Proposal Form	263025 ML 263045 ML 263068 ML 264308 ML 26500 ML 26505 ML 26510 ML 26515 ML 26800	11-07 01-08 rev. 04-08 rev. 05-08 rev. 05-08 rev. 05-08 02-08	nt/Amendm ent/Condi ons Endorseme New nt/Amendm ent/Condi ons Endorseme New nt/Amendm ent/Condi ons Endorseme Replaced nt/Amendm ent/Condi ons Application/ Replaced Binder/Enro llment Application/ Replaced Binder/Enro llment Application/ Replaced Binder/Enro llment Application/ New Binder/Enro	0.00 0.00 Replaced Form #:0.00 ML 264308 (rev. 09-06) Previous Filing #: Replaced Form #:0.00 ML 26500 (rev. 01-05) Previous Filing #: Replaced Form #:0.00 ML 26505 (01-01) Previous Filing #: Replaced Form #:0.00 ML 26510 (rev. 01-05) Previous Filing #: Replaced Form #:0.00 ML 26515 (rev. 01-05) Previous Filing #: 0.00	01-08.pdf ML 263045 11-07.pdf ML 263068 01-08.pdf ML 264308 rev. 04- 08.pdf ML-26500- rev0508.pdf ML-26505- rev0508.pdf ML-26510- rev0508.pdf ML-26515- rev0508.pdf ML-26800- 0208.pdf
--	---	---	---	---	---

**Addition to Section I.
Difference in Conditions Endorsement**

In consideration of the premium paid for this **Policy**, it is understood and agreed that:

1. Section I. Common Policy Terms and Conditions Section of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:
 - I.: Should any of the terms and conditions of this **Policy** be inconsistent with the terms and conditions of the **Prior Coverage** and are less favorable to the **Insured** than the **Prior Coverage**, such terms and conditions of the **Policy** will be deemed to have been deleted or amended, so that the coverage afforded by this **Policy** will be no less favorable to the **Insured** than the **Prior Coverage**.
2. Solely for the purposes of coverage provided by this endorsement, section III. Definitions of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:
 - III.: "**Prior Coverage**" means policy number <<insert prior Policy Number>> issued by <<insert prior Monitor Carrier>> for the policy period <<insert prior Inception Date>> to <<insert prior Expiration Date>>.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**<<insert Association name here>> Endorsement
Directors, Officers and Corporate Liability Insurance Enhancements**

In consideration of the premium paid for this **Policy**, it is understood and agreed that:

Common Policy Terms and Conditions Section

1. Section VI. Defense, Cooperation and Settlements D. of the Common Policy Terms and Conditions Section of this **Policy** is deleted in its entirety and replaced with the following:
 - VI. D.: The **Insurer** shall not settle any **Claim** without the **Named Insured's** consent. If, however, the **Named Insured** shall refuse to consent to any settlement recommended by the **Insurer**, which is acceptable to the claimant, and shall elect to contest the **Claim**, or continue any civil, criminal, administrative, or arbitration proceedings in connection with such **Claim**, then the **Insurer's** liability for the **Claim** shall be the amount for which the **Claim** could have been settled, including **Costs of Defense** incurred up to the date of such refusal, and 80 percent of such **Loss** excess of the amount for which the **Claim** could have been settled. It is a condition of this insurance that the remaining 20 percent of such **Loss** shall be borne by the **Insureds** at their own risk. Such amounts are subject to the provisions of section V. of the Common Policy Terms and Conditions Section of this **Policy**.
2. Section VII. Notice of Claim and Multiple Claims A. of the Common Policy Terms and Conditions Section of this **Policy** is deleted in its entirety and replaced with the following:
 - VII. A.: As a condition precedent to their rights under this **Policy**, an **Insured** shall give the **Insurer** written notice of any **Claim** as soon as practicable after the **Insured Entity's** Chief Executive Officer, Chief Financial Officer, or General Counsel becomes aware of the **Claim**, but in no event later than 60 days after the **Policy** expiration date.

Directors, Officers and Corporate Liability Insurance Coverage Section

1. Section III. Additional Definitions A. "**Claim**" of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 - III. A.: "**Claim**" also means a civil, criminal, administrative or regulatory investigation of an individual **Insured Person** but only after such individual **Insured Person** is identified in writing by the investigating authority as a person against whom a proceeding described above may be commenced.

Solely for purposes of the coverage provided by this item, section V. Limits of Liability and Deductibles A. of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

 - V. A.: The amount of \$250,000 shall be the maximum aggregate Limit of Liability of the **Insurer** for all **Loss**, solely with respect to the coverage provided by this item, which amount shall be part of and not in addition to the Limits of Liability stated in Item 4. of the Declarations.
2. Section III. Additional Definitions E. "**Insured Person(s)**" of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 - III. E.: "**Insured Persons**" shall include the Scientific Advisory Board members.
3. Section III. Additional Definitions E. "**Insured Person(s)**" of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 - III. E.: "**Insured Persons**" also means any **Employee** of the **Insured Entity**.

Solely for purposes of the coverage provided by this item, section III. Additional Definitions of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

 - III.: "**Employee**" means:
 1. an individual whose labor or service is engaged by and directed by an **Insured Entity**, including part-time, leased, seasonal and temporary individuals, or
 2. an individual who is a volunteer, intern, or independent contractor for the **Insured Entity**, but only if the **Insured Entity** provides indemnification to such individual in the same manner as that provided to the **Insured Entity's** employees.

An individual's employment status shall be determined as of the date of the **Wrongful Act**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SPECIMEN ENDORSEMENT

4. Section III. Additional Definitions E. "**Insured Person(s)**" of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 - III. E.: This **Coverage Section** shall cover **Loss** arising from a **Claim** made against the **Domestic Partner** of an individual **Insured Person** for a **Claim** arising solely out of his or her status as the **Domestic Partner** of an individual **Insured Person**, including a **Claim** that seeks damages recoverable from property jointly held by the individual **Insured Person** and the **Domestic Partner**, or property transferred from the individual **Insured Person** to the **Domestic Partner**; provided, however, that this extension shall not afford coverage for any **Claim** for any actual or alleged **Wrongful Act** of the **Domestic Partner**, but shall apply only to **Claims** arising out of any **Wrongful Act** of an individual **Insured Person**.
Solely for purposes of the coverage provided by this item, section III. Additional Definitions of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 - III.: "**Domestic Partner**" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or under the provisions of any formal program established by the **Named Insured**.
5. Section IV. Additional Exclusions E. of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:
 - IV. E.: for any actual or alleged violation of the Employee Retirement Income Security Act of 1974, including amendments thereto;
6. Section IV. Additional Exclusions F. of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 - IV. F. 4.: any **Claim** by any employee of the **Insured Entity** pursuant to any federal or state whistleblower protection statute or any regulation promulgated thereunder, or
 - IV. F. 5.: any **Claim**, in any bankruptcy proceeding by or against the **Insured Entity** thereof, brought by the Examiner or Trustee of the **Insured Entity**, if any, or any assignee of such Examiner or Trustee, or
 - IV. F. 6.: any **Claim** by any advisory board member of the **Insured Entity**, but only if such **Claim** is instigated and continued totally independent of, and totally without the solicitation of, or assistance of, or participation of, or intervention of any other entity.
7. Section IV. Additional Exclusions G. of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:
 - IV. G.: which is insured in whole or in part by another valid and collectible policy, except with respect to any excess beyond the amount or amounts of coverage under such other policy whether such other policy is stated to be primary, contributory, excess, contingent or otherwise;
8. Section IV. Additional Exclusions M. of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:
 - IV. M.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the performance of any professional services for others, and caused by any act, error or omission; provided, with regards to **Loss** under Insurance Agreements I. A. of the Directors, Officers and Corporate Liability Insurance Coverage Section of the **Policy**, this exclusion shall not apply to any **Claim** brought derivatively by any security holder of the **Insured Entity**, provided that such **Claim** is instigated and continued totally independent of and totally without the solicitation, assistance or participation of any **Insured**, or any entity under common control with the **Insured Entity**.
9. Section V. Changes in Exposure A. of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:
 - V. A.: Acquisition or Creation of a Subsidiary
If during this **Policy Period** the **Insured Entity** forms or acquires a **Subsidiary**, then this **Policy** shall provide coverage pursuant to this **Coverage Section**:
 1. automatically for an entity whose assets total less than 35 percent of the total consolidated assets of the **Insured Entity** as of the **Policy** inception date, or

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SPECIMEN ENDORSEMENT

- 2. for an entity whose total assets are equal to or greater than 35 percent of the total consolidated assets of the **Insured Entity** as of the **Policy** inception date, but only upon the condition that within 90 days of it becoming a **Subsidiary**, the **Named Insured** shall have provided the **Insurer** with full particulars of the new **Subsidiary** and agreed to any additional premium and/or amendment of the provisions of this **Policy** required by the **Insurer** relating to such new **Subsidiary**. Further, coverage as shall be afforded to the new **Subsidiary** is conditioned upon the **Named Insured** paying when due any additional premium required by the **Insurer** relating to such new **Subsidiary**.

An entity becomes a **Subsidiary** when the **Insured Entity** owns more than 50 percent of the issued and outstanding voting stock either directly or indirectly through one or more of its **Subsidiaries**. An entity ceases to be a **Subsidiary** when the **Insured Entity** ceases to own more than 50 percent of the issued and outstanding voting stock either directly or indirectly through one or more of its **Subsidiaries**.

In all events, coverage as is afforded pursuant to this **Coverage Section** with respect to a **Claim** made against a **Subsidiary** shall only apply for **Wrongful Acts** committed or allegedly committed after the effective time that such **Subsidiary** became a **Subsidiary** and prior to the time that such **Subsidiary** ceased to be a **Subsidiary**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Layline Risk Management Partners Endorsement
Directors, Officers and Corporate Liability Insurance Enhancements**

In consideration of the premium paid for this **Policy**, it is understood and agreed that:

Common Policy Terms and Conditions Section

1. Section III. Definitions of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:
 - III.: **"No Liability"** means with respect to a **Claim** made against the **Insured(s)**:
 1. a final judgment of no liability obtained prior to trial, in favor of all **Insureds**, with respect to the entire **Claim**, by reason of a motion to dismiss or a motion for summary judgment, after the exhaustion of all appeals, if any, or
 2. a final judgment of no liability obtained after trial, in favor of all **Insureds**, with respect to the entire **Claim**, after the exhaustion of appeals, if any.

In no event shall the term **"No Liability"** apply to a **Claim** made against an **Insured** for which a settlement has occurred.

2. Section V. Limits of Liability and Deductibles of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:
 - V.: No Deductible shall apply, even as to **Costs of Defense**, to any **Claim** which is in the form of a civil action for monetary relief, in which:
 1. there is a determination of **No Liability**; or
 2. the **Claim** is dismissed or stipulated dismissed without prejudice and without any payment of any consideration by any **Insured**.

If there is a determination of **No Liability** in a **Claim**, the **Insurer** shall reimburse **Costs of Defense** paid by the **Insured** in such **Claim**.

If a **Claim** is dismissed or stipulated dismissed without prejudice and without any payment of any consideration by any **Insured**, the **Insurer** shall reimburse **Costs of Defense** paid by the **Insured** in such **Claim** 90 days after the date of the dismissal or stipulation so long as (i) the **Claim** (or any other **Claim** which together with such **Claim** would be deemed a single **Claim**) is not brought again within such 90 day period and (ii) the **Insured Entity** provides the **Insurer** with a written undertaking in a form satisfactory to the **Insurer** to repay the **Insurer** for such reimbursement in the event the **Claim** (or any other **Claim** which together with such **Claim** would be deemed a single **Claim**) is brought again after such 90 day period and before the expiration of the statute of limitations for such **Claim**.

3. Section VI. Defense, Cooperation and Settlements D. of the Common Policy Terms and Conditions Section of this **Policy** is deleted in its entirety and replaced with the following:
 - VI. D.: The **Insurer** shall not settle any **Claim** without the **Named Insured's** consent. If, however, the **Named Insured**:
 1. shall refuse to consent to any settlement recommended by the **Insurer**, which is acceptable to the claimant, and shall elect to contest the **Claim**, or continue any civil, criminal, administrative, or arbitration proceedings in connection with such **Claim**, then the **Insurer's** liability for the **Claim** shall be the amount for which the **Claim** could have been settled, including **Costs of Defense** incurred up to the date of such refusal, and 80 percent of such **Loss** excess of the amount for which the **Claim** could have been settled. It is a condition of this insurance that the remaining 20 percent of such **Loss** shall be borne by the **Insureds** at their own risk, or
 2. consents to such settlement recommended by the **Insurer**, then the **Insured's** applicable Deductible amount stated in Item 5. of the Declarations shall be reduced by 10 percent for such **Claim**.

Such amounts are subject to the provisions of section V. of the Common Policy Terms and Conditions Section of this **Policy**.

4. Section VI. Defense, Cooperation and Settlements of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SPECIMEN ENDORSEMENT

- VI.: If both **Loss** covered by this **Policy** and **Loss** not covered by this **Policy** are incurred, because of a **Claim** made against an **Insured** contains both covered and uncovered matters the **Named Insured** and the **Insurer** will allocate such amounts as follows:
 - 1. 100 percent of **Cost of Defense** incurred will be allocated to covered matters; and
 - 2. **Damages** will be allocated on the basis of the relative legal exposures of the parties to covered and uncovered matters.

- 5. Section VII. Notice of Claim and Multiple Claims A. of the Common Policy Terms and Conditions Section of this **Policy** is deleted in its entirety and replaced with the following:
 - VII. A.: As a condition precedent to their rights under this **Policy**, an **Insured** shall give the **Insurer** written notice of any **Claim** as soon as practicable, but in no event later than 90 days after the **Policy** expiration date.

Directors, Officers and Corporate Liability Insurance Coverage Section

- 1. Section III. Additional Definitions E. "**Insured Person(s)**" of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 - III. E.: This **Coverage Section** shall cover **Loss** arising from a **Claim** made against the **Domestic Partner** of an individual **Insured Person** for a **Claim** arising solely out of his or her status as the **Domestic Partner** of an individual **Insured Person**, including a **Claim** that seeks damages recoverable from property jointly held by the individual **Insured Person** and the **Domestic Partner**, or property transferred from the individual **Insured Person** to the **Domestic Partner**; provided, however, that this extension shall not afford coverage for any **Claim** for any actual or alleged **Wrongful Act** of the **Domestic Partner**, but shall apply only to **Claims** arising out of any **Wrongful Act** of an individual **Insured Person**.

Solely for purposes of the coverage provided by this item, section III. Additional Definitions of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

 - III.: "**Domestic Partner**" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or under the provisions of any formal program established by the **Named Insured**.

- 2. Section III. Additional Definitions E. "**Insured Person(s)**" of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 - III. E.: "**Insured Persons(s)**" also means any **Employee** of the **Insured Entity**.

Solely for purposes of the coverage provided by this item, section III. Additional Definitions of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

 - III.: "**Employee**" means:
 - 1. an individual whose labor or service is engaged by and directed by an **Insured Entity**, including part-time, leased, seasonal and temporary individuals, or
 - 2. an individual who is a volunteer, intern, or independent contractor for the **Insured Entity**, but only if the **Insured Entity** provides indemnification to such individual in the same manner as that provided to the **Insured Entity's** employees.

An individual's employment status shall be determined as of the date of the **Wrongful Act**.

- 3. Section IV. Additional Exclusions F. of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 - IV. F. 4.: any **Claim** by any employee of the **Insured Entity** pursuant to any federal or state whistleblower protection statute or any regulation promulgated thereunder, or
 - IV. F. 5.: any **Claim**, in any bankruptcy proceeding by or against the **Insured Entity** thereof, brought by the Examiner or Trustee of the **Insured Entity**, if any, or any assignee of such Examiner or Trustee, or
 - IV. F. 6.: any **Claim** by any of the **Insured Persons** of the **Insured Entity** who has not served in that capacity for at least 4 years prior to such **Claim** being first made;

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**OakBridge Insurance Services Endorsement
Directors, Officers and Corporate Liability Insurance Enhancements**

In consideration of the premium paid for this **Policy**, it is understood and agreed that:

Common Policy Terms and Conditions Section

1. CLAIMS MADE WARNING FOR POLICY of the Common Policy Terms and Conditions Section of this **Policy** is deleted in its entirety and replaced with the following:

NOTICE: THIS POLICY PROVIDES COVERAGE ON A CLAIMS MADE BASIS SUBJECT TO ITS TERMS. THIS POLICY APPLIES ONLY TO ANY "CLAIM" FIRST MADE AGAINST THE INSUREDS DURING THE POLICY PERIOD OR THE EXTENDED REPORTING PERIOD (IF APPLICABLE).

2. Section VI. Defense, Cooperation and Settlements D. of the Common Policy Terms and Conditions Section of this **Policy** is deleted in its entirety and replaced with the following:

VI. D.: The **Insurer** shall not settle any **Claim** without the **Named Insured's** consent. If, however, the **Named Insured**:

1. shall refuse to consent to any settlement recommended by the **Insurer**, which is acceptable to the claimant, and shall elect to contest the **Claim**, or continue any civil, criminal, administrative, or arbitration proceedings in connection with such **Claim**, then the **Insurer's** liability for the **Claim** shall be the amount for which the **Claim** could have been settled, including **Costs of Defense** incurred up to the date of such refusal, and 80 percent of such **Loss** excess of the amount for which the **Claim** could have been settled. It is a condition of this insurance that the remaining 20 percent of such **Loss** shall be borne by the **Insureds** at their own risk, or
2. consents to such settlement recommended by the **Insurer**, then the **Insured's** applicable Deductible amount stated in Item 5. of the Declarations shall be reduced by 10 percent for such **Claim**.

Such amounts are subject to the provisions of section V. of the Common Policy Terms and Conditions Section of this **Policy**.

3. Section VII. Notice of Claim and Multiple Claims A. of the Common Policy Terms and Conditions Section of this **Policy** is deleted in its entirety and replaced with the following:

VII. A.: As a condition precedent to their rights under this **Policy**, an **Insured** shall give the **Insurer** written notice of any **Claim** as soon as practicable after the **Insured Entity's** <<insert position titles negotiated for notice requirement>> becomes aware of the **Claim**, but in no event later than 90 days after the **Policy** expiration date.

Directors, Officers and Corporate Liability Insurance Coverage Section

1. CLAIMS MADE WARNING FOR POLICY of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:

NOTICE: THIS POLICY PROVIDES COVERAGE ON A CLAIMS MADE BASIS SUBJECT TO ITS TERMS. THIS POLICY APPLIES ONLY TO ANY "CLAIM" FIRST MADE AGAINST THE INSUREDS DURING THE POLICY PERIOD OR THE EXTENDED REPORTING PERIOD (IF APPLICABLE).

2. Section III. Additional Definitions A. "**Claim**" of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III. A.: "**Claim**" also means a civil, criminal, administrative or regulatory investigation of an individual **Insured Person** but only after such individual **Insured Person** is identified in writing by the investigating authority as a person against whom a proceeding described above may be commenced. The applicable Deductible for such an investigation shall be \$<<to be determined>>.

3. Section III. Additional Definitions C. "**Damages**" of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:

III. C.: "**Damages**" means a monetary judgment, award or settlement, pre-judgment interest and post-judgment interest; provided, however, **Damages** shall not include:

1. taxes, civil or criminal fines, or penalties imposed by law, or
2. costs incurred by any **Insured** to make any building or property more accessible or accommodating to any disabled person, or

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SPECIMEN ENDORSEMENT

- 3. commissions, bonuses, profit sharing or severance payments, or
- 4. payment by the **Insured Entity** of allegedly inadequate price or consideration for the purchase of its own securities or the securities of a **Subsidiary**, provided, however, the **Insurer** will provide a defense for any such **Claims**, without any liability by the **Insurer** to pay such sums that any **Insured** shall become legally obligated to pay as **Damages**, or
- 5. any matter deemed uninsurable under the law pursuant to which this **Policy** shall be construed.

Damages also means, where insurable, liquidated, punitive, or exemplary damages, or any multiplied damages award in excess of the amount so multiplied. Such coverage for liquidated, punitive, exemplary or multiplied damages is part of and not in addition to the Limit of Liability, and any payment of such damages shall serve to reduce the Limit of Liability. The law of the jurisdiction most favorable to the insurability of liquidated, punitive, exemplary or multiplied damages shall control, provided that such jurisdiction is where:

- 1. those damages were awarded or imposed, or
- 2. any **Wrongful Act** occurred for which such damages were awarded or imposed, or
- 3. the **Insured** resides, is incorporated or has its principal place of business, or
- 4. the **Insurer** is incorporated or has its principal place of business.

4. Section III. Additional Definitions E. "**Insured Person(s)**" of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III. E.: "**Insured Persons**" also means any **Employee** of the **Insured Entity**.

Solely for purposes of the coverage provided by this item, section III. Additional Definitions of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III.: "**Employee**" means:

- 1. an individual whose labor or service is engaged by and directed by an **Insured Entity**, including part-time, leased, seasonal and temporary individuals, or
- 2. an individual who is a volunteer, intern, or independent contractor for the **Insured Entity**, but only if the **Insured Entity** provides indemnification to such individual in the same manner as that provided to the **Insured Entity's** employees.

An individual's employment status shall be determined as of the date of the **Wrongful Act**.

5. Section III. Additional Definitions E. "**Insured Person(s)**" of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III. E.: This **Coverage Section** shall cover **Loss** arising from a **Claim** made against the **Domestic Partner** of an individual **Insured Person** for a **Claim** arising solely out of his or her status as the **Domestic Partner** of an individual **Insured Person**, including a **Claim** that seeks damages recoverable from property jointly held by the individual **Insured Person** and the **Domestic Partner**, or property transferred from the individual **Insured Person** to the **Domestic Partner**; provided, however, that this extension shall not afford coverage for any **Claim** for any actual or alleged **Wrongful Act** of the **Domestic Partner**, but shall apply only to **Claims** arising out of any **Wrongful Act** of an individual **Insured Person**.

Solely for purposes of the coverage provided by this item, section III. Additional Definitions of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III.: "**Domestic Partner**" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or under the provisions of any formal program established by the **Named Insured**.

6. Section IV. Additional Exclusions E. of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:

IV. E.: for any actual or alleged violation of the Employee Retirement Income Security Act of 1974, including amendments thereto;

7. Section IV. Additional Exclusions F. of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

IV. F. 4.: any **Claim** by any employee of the **Insured Entity** pursuant to any federal or state whistleblower protection statute or any regulation promulgated thereunder, or

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SPECIMEN ENDORSEMENT

- IV. F. 5.: any **Claim**, in any bankruptcy proceeding by or against the **Insured Entity** thereof, brought by the Examiner or Trustee of the **Insured Entity**, if any, or any assignee of such Examiner or Trustee, or
- IV. F. 6.: any **Claim** by any of the **Insured Persons** of the **Insured Entity** who has not served in that capacity for at least 4 years prior to such **Claim** being first made;
- 8. Section IV. Additional Exclusions G. of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:
 - IV. G.: which is insured in whole or in part by another valid and collectible policy, except with respect to any excess beyond the amount or amounts of coverage under such other policy whether such other policy is stated to be primary, contributory, excess, contingent or otherwise;
- 9. Section IV. Additional Exclusions H. of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:
 - IV. H.: for any **Wrongful Act** of the **Insured Persons** serving in their capacities as directors, officers, trustees, employees, members or governors of any other entity other than an **Insured Entity** or an **Outside Entity**, or by reason of their status as directors, officers, trustees, employees, members or governors of such other entity;
- 10. Section IV. Additional Exclusions J. of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:
 - IV. J.: based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any employment or employment related matters brought by or on behalf of or in the right of an employee or an applicant for employment with the **Insured**;
- 11. Section IV. Additional Exclusions K. of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:
 - IV. K.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:
 1. any **Wrongful Act** alleged in any claim which has been reported, or in any circumstance of which notice has been given, prior to the **Policy Period** under any other directors and officers liability policy, or
 2. any other **Wrongful Act** whenever occurring, which together with a **Wrongful Act** which has been the subject of such claim or notice, would constitute **Related Wrongful Acts**;

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Hylant Group Endorsement
Directors, Officers and Corporate Liability Insurance Enhancements**

In consideration of the premium paid for this **Policy**, it is understood and agreed that:

Common Policy Terms and Conditions Section

1. Section II. Extended Reporting Period A. of the Common Policy Terms and Conditions Section of this **Policy** is deleted in its entirety and replaced with the following:

II. A.: If the **Insurer** or the **Named Insured** cancels or refuses to renew this **Policy**, then the **Named Insured** shall have the right, upon payment of the appropriate percentage of the "full annual premium", as stated in Item 8. of the Declarations, to an extension of the coverage granted by this **Policy** with respect to any **Claim** first made and reported during the appropriate period of months, as stated in Item 8. of the Declarations, after the date upon which the **Policy Period** ends, but only with respect to any **Wrongful Act** fully occurring prior to the end of the **Policy Period** and otherwise covered by this **Policy**. Such period of months shall be referred to as the Extended Reporting Period. As used herein, "full annual premium" means the premium level in effect immediately prior to the end of the **Policy Period** for all **Coverage Sections** purchased as part of this **Policy**. The rights contained in this paragraph shall terminate, however, unless written notice of such election together with the additional premium due is received by the **Insurer** within 60 days of the effective date of cancellation or non-renewal.

2. Section III. Definitions of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

III.: "**No Liability**" means with respect to a **Claim** made against the **Insured(s)**:

1. a final judgment of no liability obtained prior to trial, in favor of all **Insureds**, with respect to the entire **Claim**, by reason of a motion to dismiss or a motion for summary judgment, after the exhaustion of all appeals, if any, or
2. a final judgment of no liability obtained after trial, in favor of all **Insureds**, with respect to the entire **Claim**, after the exhaustion of appeals, if any.

In no event shall the term "**No Liability**" apply to a **Claim** made against an **Insured** for which a settlement has occurred.

3. Section V. Limits of Liability and Deductibles of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

V.: No Deductible shall apply, even as to **Costs of Defense**, to any **Claim** which is in the form of a civil action for monetary relief, in which:

1. there is a determination of **No Liability**; or
2. the **Claim** is dismissed or stipulated dismissed without prejudice and without any payment of any consideration by any **Insured**.

If there is a determination of **No Liability** in a **Claim**, the **Insurer** shall reimburse **Costs of Defense** paid by the **Insured** in such **Claim**.

If a **Claim** is dismissed or stipulated dismissed without prejudice and without any payment of any consideration by any **Insured**, the **Insurer** shall reimburse **Costs of Defense** paid by the **Insured** in such **Claim** 90 days after the date of the dismissal or stipulation so long as (i) the **Claim** (or any other **Claim** which together with such **Claim** would be deemed a single **Claim**) is not brought again within such 90 day period and (ii) the **Insured Entity** provides the **Insurer** with a written undertaking in a form satisfactory to the **Insurer** to repay the **Insurer** for such reimbursement in the event the **Claim** (or any other **Claim** which together with such **Claim** would be deemed a single **Claim**) is brought again after such 90 day period and before the expiration of the statute of limitations for such **Claim**.

4. Section VI. Defense, Cooperation and Settlements D. of the Common Policy Terms and Conditions Section of this **Policy** is deleted in its entirety and replaced with the following:

VI. D.: The **Insurer** shall not settle any **Claim** without the **Named Insured's** consent. If, however, the **Named Insured**:

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SPECIMEN ENDORSEMENT

1. shall refuse to consent to any settlement recommended by the **Insurer**, which is acceptable to the claimant, and shall elect to contest the **Claim**, or continue any civil, criminal, administrative, or arbitration proceedings in connection with such **Claim**, then the **Insurer's** liability for the **Claim** shall be the amount for which the **Claim** could have been settled, including **Costs of Defense** incurred up to the date of such refusal, and 80 percent of such **Loss** excess of the amount for which the **Claim** could have been settled. It is a condition of this insurance that the remaining 20 percent of such **Loss** shall be borne by the **Insureds** at their own risk, or
2. consents to such settlement recommended by the **Insurer**, then the **Insured's** applicable Deductible amount stated in Item 5. of the Declarations shall be reduced by 10 percent for such **Claim**.

Such amounts are subject to the provisions of section V. of the Common Policy Terms and Conditions Section of this **Policy**.

5. Section VII. Notice of Claim and Multiple Claims A. of the Common Policy Terms and Conditions Section of this **Policy** is deleted in its entirety and replaced with the following:

VII. A.: As a condition precedent to their rights under this **Policy**, an **Insured** shall give the **Insurer** written notice of any **Claim** as soon as practicable after the **Insured Entity's** Risk Manager or equivalent position becomes aware of the **Claim**, but in no event later than 90 days after the **Policy** expiration date.

6. Section VIII. General Conditions B. of the Common Policy Terms and Conditions Section of this **Policy** is deleted in its entirety and replaced with the following:

VIII. B.: The **Proposal** is the basis of this **Policy** and is incorporated in and constitutes a part of this **Policy**. A copy of the Proposal Form(s) is attached hereto. Any material submitted with the Proposal Form(s) shall be maintained on file with the **Insurer** and shall be deemed to be attached hereto as if physically attached. It is agreed by the **Insureds** that the statements in the **Proposal** are their representations and that this **Policy** is issued in reliance upon the truth of such representations. With respect to such statements and representations, no knowledge or information possessed by any **Insureds** shall be imputed to any other **Insureds**.

If any person or persons knew as of the **Policy** inception date that such declarations and statements contained in the Proposal Form(s) were untrue, inaccurate or incomplete, then this **Policy** will be void as to that person or persons.

Notwithstanding the foregoing, this **Policy** shall not be void as to any person or persons who did not know as of the **Policy** inception date that such declarations and statements contained in the Proposal Form were untrue, inaccurate or incomplete.

Directors, Officers and Corporate Liability Insurance Coverage Section

1. Section III. Additional Definitions E. "**Insured Person(s)**" of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III. E.: "**Insured Persons**" also means any **Employee** of the **Insured Entity**.

Solely for purposes of the coverage provided by this item, section III. Additional Definitions of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III.: "**Employee**" means:

1. an individual whose labor or service is engaged by and directed by an **Insured Entity**, including part-time, leased, seasonal and temporary individuals, or
2. an individual who is a volunteer, intern, or independent contractor for the **Insured Entity**, but only if the **Insured Entity** provides indemnification to such individual in the same manner as that provided to the **Insured Entity's** employees.

An individual's employment status shall be determined as of the date of the **Wrongful Act**.

2. Section III. Additional Definitions E. "**Insured Person(s)**" of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III. E.: This **Coverage Section** shall cover **Loss** arising from a **Claim** made against the **Domestic Partner** of an individual **Insured Person** for a **Claim** arising solely out of his or her status as the **Domestic Partner** of an individual **Insured Person**, including a **Claim** that seeks damages recoverable from property jointly held by the individual **Insured Person** and the **Domestic Partner**, or property transferred from the individual **Insured Person** to the **Domestic Partner**; provided, however, that this extension shall not afford coverage for any **Claim** for any actual or alleged **Wrongful Act** of the **Domestic Partner**, but shall apply only to **Claims** arising out of any **Wrongful Act** of an individual **Insured Person**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SPECIMEN ENDORSEMENT

Solely for purposes of the coverage provided by this item, section III. Additional Definitions of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III.: **"Domestic Partner"** means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or under the provisions of any formal program established by the **Named Insured**.

3. Section IV. Additional Exclusions E. of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:

IV. E.: for any actual or alleged violation of the Employee Retirement Income Security Act of 1974, including amendments thereto;

4. Section IV. Additional Exclusions F. of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

IV. F. 4.: any **Claim** by any employee of the **Insured Entity** pursuant to any federal or state whistleblower protection statute or any regulation promulgated thereunder, or

IV. F. 5.: any **Claim**, in any bankruptcy proceeding by or against the **Insured Entity** thereof, brought by the Examiner or Trustee of the **Insured Entity**, if any, or any assignee of such Examiner or Trustee, or

IV. F. 6.: any **Claim** by any of the **Insured Persons** of the **Insured Entity** who has not served in that capacity for at least 4 years prior to such **Claim** being first made;

5. Section IV. Additional Exclusions G. of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:

IV. G.: which is insured in whole or in part by another valid and collectible policy, except with respect to any excess beyond the amount or amounts of coverage under such other policy whether such other policy is stated to be primary, contributory, excess, contingent or otherwise;

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section IV.
Modified Known Wrongful Act Exclusion**

In consideration of the premium paid for this **Policy**, it is understood and agreed that section IV. Exclusions of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any **Wrongful Act** which occurred on or before <<to be determined>> if any of the **Insureds**, as of such date, knew or reasonably could have foreseen that such **Wrongful Act** could lead to a **Claim**, then this **Policy** will be void as to that person or persons.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section IV.
Sub-Prime Mortgage Loan Exclusion**

In consideration of the premium paid for this **Policy**, it is understood and agreed that section IV. Exclusions of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any professional services performed, allegedly performed, or which were to have been performed by any **Insured** in connection with the underwriting, placement, servicing, sale or other services relating to sub-prime mortgage loans.

Solely for purposes of this endorsement, the term "sub-prime mortgage loans" shall mean that type of mortgage loan that is offered at a rate above prime to individuals who do not qualify for conventional or prime rate loans.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section V.
Waiver of Deductible if No Liability**

In consideration of the premium paid for this **Policy**, it is understood and agreed that:

1. Section III. Definitions of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

III.: **"No Liability"** means with respect to a **Claim** made against the **Insured(s)**:

- 1. a final judgment of no liability obtained prior to trial, in favor of all **Insureds**, with respect to the entire **Claim**, by reason of a motion to dismiss or a motion for summary judgment, after the exhaustion of all appeals, if any, or
- 2. a final judgment of no liability obtained after trial, in favor of all **Insureds**, with respect to the entire **Claim**, after the exhaustion of appeals, if any.

In no event shall the term **"No Liability"** apply to a **Claim** made against an **Insured** for which a settlement has occurred.

2. Section V. Limits of Liability and Deductibles of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

V.: No Deductible shall apply, even as to **Costs of Defense**, to any **Claim** which is in the form of a civil action for monetary relief, in which:

- 1. there is a determination of **No Liability**; or
- 2. the **Claim** is dismissed or stipulated dismissed without prejudice and without any payment of any consideration by any **Insured**.

If there is a determination of **No Liability** in a **Claim**, the **Insurer** shall reimburse **Costs of Defense** paid by the **Insured** in such **Claim**.

If a **Claim** is dismissed or stipulated dismissed without prejudice and without any payment of any consideration by any **Insured**, the **Insurer** shall reimburse **Costs of Defense** paid by the **Insured** in such **Claim** 90 days after the date of the dismissal or stipulation so long as (i) the **Claim** (or any other **Claim** which together with such **Claim** would be deemed a single **Claim**) is not brought again within such 90 day period and (ii) the **Insured Entity** provides the **Insurer** with a written undertaking in a form satisfactory to the **Insurer** to repay the **Insurer** for such reimbursement in the event the **Claim** (or any other **Claim** which together with such **Claim** would be deemed a single **Claim**) is brought again after such 90 day period and before the expiration of the statute of limitations for such **Claim**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section VIII.
State Amendatory Inconsistency Wording**

In consideration of the premium paid for this **Policy**, it is understood and agreed that section VIII. General Conditions of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

- VIII. 1. In the event that there is an inconsistency between any: (a) state amendatory endorsement attached to this **Policy**, or any other wording attached to this **Policy** to comply with applicable law; and (b) any other term, condition or limitation of this **Policy**; then, to the extent permitted by law, subject to the limitations below, the **Insurer** will resolve the inconsistency by applying the terms, conditions or limitations that are more favorable to the **Insured Entity**.
- 2. This endorsement shall not apply to the extent that: (a) any state amendatory endorsement or other wording expressly limits coverage in order to comply with applicable law, or (b) any such amendatory endorsement or other compliance wording amends language applicable to premium. In such events, the state amendatory endorsement or other compliance wording will govern over any other term, condition or limitation of the **Policy**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section VIII. B.
Absolute Non-Rescindable Endorsement**

In consideration of the premium paid for this **Policy**, it is understood and agreed that section VIII. General Conditions B. of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

VIII.: The **Insurer** shall not be entitled under any circumstances to rescind this **Policy**, other than for non-payment of premium.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Modification to Section VIII. E.
Subrogation with Final Adjudication Wording**

In consideration of the premium paid for this **Policy**, it is understood and agreed that section VIII. General Conditions E. of the Common Policy Terms and Conditions Section of this **Policy** is deleted in its entirety and replaced with the following:

VIII. E.: In the event of any payment under this **Policy**, the **Insurer** shall be subrogated to the extent of such payment to all the **Insureds'** rights of recovery thereof, and the **Insureds** shall execute all papers required and shall do everything that may be necessary to secure such rights including the execution of such documents necessary to enable the **Insurer** to effectively bring suit in the name of the **Insureds**. In no event, however, shall the **Insurer** exercise its rights of subrogation against an **Insured** under this **Policy** unless such **Insured** has been convicted of a criminal act, or been judicially determined to have committed a deliberate fraudulent act, or unless it has been determined by final adjudication that such **Insured** obtained any profit or advantage to which such **Insured** was not legally entitled.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**<<insert Association name here>> Endorsement
Employment Practices Liability Insurance Enhancements**

In consideration of the premium paid for this Policy, it is understood and agreed that:

Employment Practices Liability Insurance Coverage Section

1. Section III. Additional Definitions F. "**Insured(s)**" of the Employment Practices Liability Insurance Coverage Section of this Policy is deleted in its entirety and replaced with the following:

III. F.: "**Insured(s)**" means:

1. any past, present or future director, officer, or **Employee** of an **Insured Entity** while acting solely within the course and scope of employment with the **Insured Entity**, or
2. an **Insured Entity**.

This Coverage Section shall cover Loss arising from a Claim made against the lawful spouse or **Domestic Partner** (whether such status is derived by reason of statutory law, common law or otherwise of any applicable jurisdiction in the world) of an individual **Insured** for a Claim arising solely out of his or her status as the spouse or **Domestic Partner** of an individual **Insured**, including a Claim that seeks damages recoverable from marital community property, property jointly held by the individual **Insured** and the spouse or **Domestic Partner**, or property transferred from the individual **Insured** to the spouse or **Domestic Partner**; provided, however, this extension shall not afford coverage for any Claim for any **Wrongful Act** of the spouse or **Domestic Partner**, but shall apply only to Claims arising out of any **Wrongful Act** of an individual **Insured**.

Solely for purposes of the coverage provided by this item, section III. Additional Definitions of the Employment Practices Liability Insurance Coverage Section of this Policy is amended by the addition of the following:

III.: "**Domestic Partner**" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or under the provisions of any formal program established by the **Named Insured**.

2. Section III. Additional Definitions J. "**Wrongful Act(s)**" of the Employment Practices Liability Insurance Coverage Section of this Policy is amended by the addition of the following:

III. J.: "**Wrongful Act(s)**" also means any actual or alleged discrimination, sexual harassment or violation of any natural person's civil rights relating to such discrimination or sexual harassment, but only if such **Wrongful Act** is alleged to have been committed by an **Insured** and relates to a customer(s), client(s) or other natural person(s), other than an **Employee** or applicant for employment, with the **Insured Entity**.

3. Section IV. Additional Exclusions B. of the Employment Practices Liability Insurance Coverage Section of this Policy is deleted in its entirety and replaced with the following:

IV. B.: for any actual or alleged violation of the Employee Retirement Income Security Act of 1974, including amendments thereto;

4. Section IV. Additional Exclusions D. of the Employment Practices Liability Insurance Coverage Section of this Policy is deleted in its entirety and replaced with the following:

IV. D.: which is insured in whole or in part by another valid and collectible policy, except with respect to any excess beyond the amount or amounts of coverage under such other policy whether such other policy is stated to be primary, contributory, excess, contingent or otherwise;

5. Section IV. Additional Exclusions I. of the Employment Practices Liability Insurance Coverage Section of this Policy is deleted in its entirety and replaced with the following:

IV. I.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any federal, state, local or foreign wage and hour laws, including, without limitation, the Fair Labor Standards Act; provided, however, the **Insurer** will pay **Costs of Defense** up to, but in no event greater than \$100,000, for any such **Claims**, without any liability by the **Insurer** to pay such sums that any **Insured** shall become legally obligated to pay as **Damages**, which amount shall be part of and not in addition to the Limits of Liability stated in Item 4. of the Declarations. This exclusion shall not apply to any Claim for any actual or alleged retaliatory treatment of the claimant by the **Insured** on account of the claimant's exercise of rights pursuant to any such law or amounts owed under the Equal Pay Act of 1963.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Layline Risk Management Partners Endorsement
Employment Practices Liability Insurance Enhancements**

In consideration of the premium paid for this Policy, it is understood and agreed that:

Employment Practices Liability Insurance Coverage Section

1. Section III. Additional Definitions A. "**Claim(s)**" of the Employment Practices Liability Insurance Coverage Section of this Policy is amended by the addition of the following:
 - III. A.: **Claim(s)** also means a criminal investigation of the **Insured Entity** by any governmental agency for allegedly hiring or harboring illegal aliens.
Solely for purposes of the coverage provided by this item, section V. Limits of Liability and Deductibles A. of the Common Policy Terms and Conditions Section of this Policy is amended by the addition of the following:
 - V. A.: The amount of \$25,000 shall be the maximum aggregate Limit of Liability of the **Insurer** for all **Loss**, solely with respect to the coverage provided by this endorsement, which amount shall be part of and not in addition to the Limits of Liability stated in Item 4. of the Declarations.

2. Section III. Additional Definitions F. "**Insured(s)**" of the Employment Practices Liability Insurance Coverage Section of this Policy is amended by the addition of the following:
 - III. F.: This Coverage Section shall cover **Loss** arising from a **Claim** made against the **Domestic Partner** of an individual **Insured** for a **Claim** arising solely out of his or her status as the **Domestic Partner** of an individual **Insured**, including a **Claim** that seeks damages recoverable from property jointly held by the individual **Insured** and the **Domestic Partner**, or property transferred from the individual **Insured** to the **Domestic Partner**; provided, however, that this extension shall not afford coverage for any **Claim** for any actual or alleged **Wrongful Act** of the **Domestic Partner**, but shall apply only to **Claims** arising out of any **Wrongful Act** of an individual **Insured**.
Solely for purposes of the coverage provided by this item, section III. Additional Definitions of the Employment Practices Liability Insurance Coverage Section of this Policy is amended by the addition of the following:
 - III.: "**Domestic Partner**" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or under the provisions of any formal program established by the **Named Insured**.

3. Section III. Additional Definitions J. "**Wrongful Act(s)**" of the Employment Practices Liability Insurance Coverage Section of this Policy is amended by the addition of the following:
 - III. J.: "**Wrongful Acts**" also means any actual or alleged discrimination, sexual harassment or violation of any natural person's civil rights relating to such discrimination or sexual harassment, but only if such **Wrongful Act** is alleged to have been committed by an **Insured** and relates to a customer(s), client(s) or other natural person(s), other than an **Employee** or applicant for employment, with the **Insured Entity**.

4. Section IV. Additional Exclusions B. of the Employment Practices Liability Insurance Coverage Section of this Policy is deleted in its entirety and replaced with the following:
 - IV. B.: for any actual or alleged violation of the Employee Retirement Income Security Act of 1974, including amendments thereto;

5. Section IV. Additional Exclusions I. of the Employment Practices Liability Insurance Coverage Section of this Policy is deleted in its entirety and replaced with the following:
 - IV. I.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any federal, state, local or foreign wage and hour laws, including, without limitation, the Fair Labor Standards Act; provided, however, the **Insurer** will pay **Costs of Defense** up to, but in no event greater than \$100,000, for any such **Claims**, without any liability by the **Insurer** to pay such sums that any **Insured** shall become legally obligated to pay as **Damages**, which amount shall be part of and not in addition to the Limits of Liability stated in Item 4. of the Declarations. This exclusion shall not apply to any **Claim** for any actual or alleged retaliatory treatment of the claimant by the **Insured** on account of the claimant's exercise of rights pursuant to any such law or amounts owed under the Equal Pay Act of 1963.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**OakBridge Insurance Services Endorsement
Employment Practices Liability Insurance Enhancements**

In consideration of the premium paid for this Policy, it is understood and agreed that:

Employment Practices Liability Insurance Coverage Section

1. CLAIMS MADE WARNING FOR POLICY of the Employment Practices Liability Insurance Coverage Section of this Policy is deleted in its entirety and replaced with the following:

NOTICE: THIS POLICY PROVIDES COVERAGE ON A CLAIMS MADE BASIS SUBJECT TO ITS TERMS. THIS POLICY APPLIES ONLY TO ANY "CLAIM" FIRST MADE AGAINST THE INSUREDS DURING THE POLICY PERIOD OR THE EXTENDED REPORTING PERIOD (IF APPLICABLE).

2. Section III. Additional Definitions A. "Claim(s)" of the Employment Practices Liability Insurance Coverage Section of this Policy is deleted in its entirety and replaced with the following:

III. A.: "Claim(s)" means a written demand for monetary or non-monetary relief, an arbitration proceeding, an administrative or regulatory investigation or proceeding commenced by or before a federal, state, local or foreign agency, or a criminal proceeding outside the United States commenced by an indictment or similar document; provided, however, the term **Claim** shall not include any grievance or arbitration subject to a collective bargaining agreement. A **Claim** shall be deemed to have been first made at the time notice of the **Claim** is first received by any **Insured**.

3. It is understood and agreed that the last paragraph in section III. Additional Definitions C. "Damages" of the Employment Practices Liability Insurance Coverage Section of this Policy is deleted in its entirety and replaced with the following:

III. C.: **Damages** also means, where insurable, liquidated, punitive, or exemplary damages, or any multiplied damages award in excess of the amount so multiplied. Such coverage for liquidated, punitive, exemplary or multiplied damages is part of and not in addition to the Limit of Liability, and any payment of such damages shall serve to reduce the Limit of Liability. The law of the jurisdiction most favorable to the insurability of liquidated, punitive, exemplary or multiplied damages shall control, provided that such jurisdiction is where:

1. those damages were awarded or imposed, or
2. any **Wrongful Act** occurred for which such damages were awarded or imposed, or
3. the **Insured** resides, is incorporated or has its principal place of business, or
4. the **Insurer** is incorporated or has its principal place of business.

4. Section III. Additional Definitions F. "Insured(s)" of the Employment Practices Liability Insurance Coverage Section of this Policy is deleted in its entirety and replaced with the following:

III. F.: "Insured(s)" means:

1. any director, officer, or **Employee** of an **Insured Entity** while acting within the course and scope of employment with the **Insured Entity**, or
2. an **Insured Entity**.

This **Coverage Section** shall cover **Loss** arising from a **Claim** made against the lawful spouse (whether such status is derived by reason of statutory law, common law or otherwise of any applicable jurisdiction in the world) of an individual **Insured** for a **Claim** arising out of his or her status as the spouse of an individual **Insured**, including a **Claim** that seeks damages recoverable from marital community property, property jointly held by the individual **Insured** and the spouse, or property transferred from the individual **Insured** to the spouse; provided, however, this extension shall not afford coverage for any **Claim** for any **Wrongful Act** of the spouse, but shall apply only to **Claims** arising out of any **Wrongful Act** of an individual **Insured**.

5. Section III. Additional Definitions F. "Insured(s)" of the Employment Practices Liability Insurance Coverage Section of this Policy is amended by the addition of the following:

III. F.: This **Coverage Section** shall cover **Loss** arising from a **Claim** made against the **Domestic Partner** of an individual **Insured** for a **Claim** arising solely out of his or her status as the **Domestic Partner** of an individual **Insured**, including a **Claim** that seeks damages recoverable from property jointly held by the individual **Insured** and the **Domestic Partner**, or property transferred

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SPECIMEN ENDORSEMENT

from the individual **Insured** to the **Domestic Partner**; provided, however, that this extension shall not afford coverage for any **Claim** for any actual or alleged **Wrongful Act** of the **Domestic Partner**, but shall apply only to **Claims** arising out of any **Wrongful Act** of an individual **Insured**.

Solely for purposes of the coverage provided by this item, section III. Additional Definitions of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III.: **"Domestic Partner"** means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or under the provisions of any formal program established by the **Named Insured**.

- 6. Section IV. Additional Exclusions B. of the Employment Practices Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:
 IV. B.: for any actual or alleged violation of the Employee Retirement Income Security Act of 1974, including amendments thereto;
- 7. Section IV. Additional Exclusions C. of the Employment Practices Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:
 IV. C.: for any actual or alleged breach of any oral or written employment contract or employment agreement; provided, however, the **Insurer** will pay **Costs of Defense** for any such **Claims**, without any liability by the **Insurer** to pay such sums that any **Insured** shall become legally obligated to pay as **Damages**, which amount shall be part of and not in addition to the Limits of Liability stated in Item 4. of the Declarations. This exclusion shall not apply to any **Claim** for any actual or alleged breach of any implied contract or implied agreement relating to employment, whether arising out of any personnel manual, policy statement or oral representation.
- 8. Section IV. Additional Exclusions D. of the Employment Practices Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:
 IV. D.: which is insured in whole or in part by another valid and collectible policy, except with respect to any excess beyond the amount or amounts of coverage under such other policy whether such other policy is stated to be primary, contributory, excess, contingent or otherwise;
- 9. Section IV. Additional Exclusions E. of the Employment Practices Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:
 IV. E.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:
 - 1. any **Wrongful Act** alleged in any claim which has been reported, or in any circumstance of which notice has been given, prior to the **Policy Period** under any employment practices liability policy, or
 - 2. any other **Wrongful Act** whenever occurring, which together with a **Wrongful Act** which has been the subject of such claim or notice, would constitute **Related Wrongful Acts**;
- 10. Section IV. Exclusions of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:
 [The **Wrongful Act** of an **Insured** shall not be imputed to any other **Insured** for the purpose of determining the applicability of any Exclusion.]

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Hylant Group Endorsement
Employment Practices Liability Insurance Enhancements**

In consideration of the premium paid for this Policy, it is understood and agreed that:

Employment Practices Liability Insurance Coverage Section

1. Section III. Additional Definitions F. "**Insured(s)**" of the Employment Practices Liability Insurance Coverage Section of this Policy is amended by the addition of the following:
 - III. F.: This Coverage Section shall cover Loss arising from a Claim made against the Domestic Partner of an individual Insured for a Claim arising solely out of his or her status as the Domestic Partner of an individual Insured, including a Claim that seeks damages recoverable from property jointly held by the individual Insured and the Domestic Partner, or property transferred from the individual Insured to the Domestic Partner; provided, however, that this extension shall not afford coverage for any Claim for any actual or alleged Wrongful Act of the Domestic Partner, but shall apply only to Claims arising out of any Wrongful Act of an individual Insured.

Solely for purposes of the coverage provided by this item, section III. Additional Definitions of the Employment Practices Liability Insurance Coverage Section of this Policy is amended by the addition of the following:

 - III.: "**Domestic Partner**" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or under the provisions of any formal program established by the Named Insured.
2. Section III. Additional Definitions J. "**Wrongful Act(s)**" of the Employment Practices Liability Insurance Coverage Section of this Policy is amended by the addition of the following:
 - III. J.: "**Wrongful Act(s)**" also means any actual or alleged discrimination, sexual harassment or violation of any natural person's civil rights relating to such discrimination or sexual harassment, but only if such Wrongful Act is alleged to have been committed by an Insured and relates to a customer(s), client(s) or other natural person(s), other than an Employee or applicant for employment, with the Insured Entity.
3. Section III. Additional Definitions A. "**Claim(s)**" of the Employment Practices Liability Insurance Coverage Section of this Policy is amended by the addition of the following:
 - III. A.: **Claim(s)** also means a criminal investigation of the Insured Entity by any governmental agency for allegedly hiring or harboring illegal aliens.

Solely for purposes of the coverage provided by this item, section V. Limits of Liability and Deductibles A. of the Common Policy Terms and Conditions Section of this Policy is amended by the addition of the following:

 - V. A.: The amount of \$25,000 shall be the maximum aggregate Limit of Liability of the Insurer for all Loss, solely with respect to the coverage provided by this item, which amount shall be part of and not in addition to the Limits of Liability stated in Item 4. of the Declarations.
4. Section IV. Additional Exclusions B. of the Employment Practices Liability Insurance Coverage Section of this Policy is deleted in its entirety and replaced with the following:
 - IV. B.: for any actual or alleged violation of the Employee Retirement Income Security Act of 1974, including amendments thereto;
5. Section IV. Additional Exclusions D. of the Employment Practices Liability Insurance Coverage Section of this Policy is deleted in its entirety and replaced with the following:
 - IV. D.: which is insured in whole or in part by another valid and collectible policy, except with respect to any excess beyond the amount or amounts of coverage under such other policy whether such other policy is stated to be primary, contributory, excess, contingent or otherwise;
6. Section IV. Additional Exclusions I. of the Employment Practices Liability Insurance Coverage Section of this Policy is deleted in its entirety and replaced with the following:

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SPECIMEN ENDORSEMENT

IV. I.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any federal, state, local or foreign wage and hour laws, including, without limitation, the Fair Labor Standards Act; provided, however, the **Insurer** will pay **Costs of Defense** up to, but in no event greater than \$100,000, for any such **Claims**, without any liability by the **Insurer** to pay such sums that any **Insured** shall become legally obligated to pay as **Damages**, which amount shall be part of and not in addition to the Limits of Liability stated in Item 4. of the Declarations. This exclusion shall not apply to any **Claim** for any actual or alleged retaliatory treatment of the claimant by the **Insured** on account of the claimant's exercise of rights pursuant to any such law or amounts owed under the Equal Pay Act of 1963.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Modification to Section IV. C.
Breach of Contract Exclusion with Costs of Defense**

In consideration of the premium paid for this **Policy**, it is understood and agreed that section IV. Additional Exclusions C. of the Employment Practices Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:

IV. C.: for any actual or alleged breach of any oral or written contract or agreement; provided, however, the **Insurer** will pay **Costs of Defense** for any such **Claims**, without any liability by the **Insurer** to pay such sums that any **Insured** shall become legally obligated to pay as **Damages**, which amount shall be part of and not in addition to the Limits of Liability stated in Item 4. of the Declarations. This exclusion shall not apply to any **Claim** for any actual or alleged breach of any implied contract or implied agreement relating to employment, whether arising out of any personnel manual, policy statement or oral representation.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section IV.
Modified Known Wrongful Act Exclusion**

In consideration of the premium paid for this **Policy**, it is understood and agreed that section IV. Additional Exclusions of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any **Wrongful Act** which occurred on or before <<to be determined>> if any of the **Insureds**, as of such date, knew or reasonably could have foreseen that such **Wrongful Act** could lead to a **Claim**, then this **Policy** will be void as to that person or persons.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**OakBridge Insurance Services Endorsement
Fiduciary Liability Insurance Enhancements**

In consideration of the premium paid for this **Policy**, it is understood and agreed that:

Fiduciary Liability Insurance Coverage Section

1. CLAIMS MADE WARNING FOR POLICY of the Fiduciary Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:

NOTICE: THIS POLICY PROVIDES COVERAGE ON A CLAIMS MADE BASIS SUBJECT TO ITS TERMS. THIS POLICY APPLIES ONLY TO ANY "CLAIM" FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE EXTENDED REPORTING PERIOD (IF APPLICABLE).

2. It is understood and agreed that the last paragraph in section III. Additional Definitions D. "**Damages**" of the Fiduciary Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:

III. D.: **Damages** also means, where insurable, punitive, or exemplary damages, or any multiplied damages award in excess of the amount so multiplied. Such coverage for punitive, exemplary or multiplied damages is part of and not in addition to the Limit of Liability, and any payment of such damages shall serve to reduce the Limit of Liability. The law of the jurisdiction most favorable to the insurability of those damages shall control, provided that such jurisdiction is where:

1. those damages were awarded or imposed, or
2. any **Wrongful Act** occurred for which such damages were awarded or imposed, or
3. the **Insured** resides, is incorporated or has its principal place of business, or
4. the **Insurer** is incorporated or has its principal place of business.

3. Section III. Additional Definitions H. "**Insured Person(s)**" of the Fiduciary Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III. H.: This **Coverage Section** shall cover **Loss** arising from a **Claim** made against the **Domestic Partner** of an individual **Insured Person** for a **Claim** arising solely out of his or her status as the **Domestic Partner** of an individual **Insured Person**, including a **Claim** that seeks damages recoverable from property jointly held by the individual **Insured Person** and the **Domestic Partner**, or property transferred from the individual **Insured Person** to the **Domestic Partner**; provided, however, that this extension shall not afford coverage for any **Claim** for any actual or alleged **Wrongful Act** of the **Domestic Partner**, but shall apply only to **Claims** arising out of any **Wrongful Act** of an individual **Insured Person**.

Solely for purposes of the coverage provided by this item, section III. Additional Definitions of the Fiduciary Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III.: "**Domestic Partner**" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or under the provisions of any formal program established by the **Named Insured**.

4. Section III. Additional Definitions J. "**Loss**" of the Fiduciary Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III. J.: "**Loss**" shall include **Compliance Resolution Penalties**.

5. Section III. Additional Definitions of the Fiduciary Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III.: "**Compliance Resolution Penalties**" shall mean:

1. fines, penalties, sanctions, voluntary correction fees, compliance fees or user fees assessed against or collected from an **Insured** by the Internal Revenue Service ("IRS") pursuant to a written agreement to correct an inadvertent **Employee Benefit Plan** defect under an Employee Plans Compliance Resolution System, including but not limited to the Closing Agreement Program ("CAP"); provided, however, that such agreement to correct the plan defect was entered into in writing by the **Insured** with the IRS during the **Policy Period** and the **Insured** had no knowledge of such violations prior to the **Policy** inception date (or during the **Policy Period** of a policy issued by the **Insurer** of which this **Policy** is a continuous renewal), or

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SPECIMEN ENDORSEMENT

- 2. penalties assessed by the by the U.S. Department of Labor ("DOL") or the IRS under a Delinquent Filer Voluntary Compliance Program for inadvertent failure to file Form 5500; provided, however, that the failure to file such Form 5500 occurred during the **Policy Period** (or during the **Policy Period** of a policy issued by the **Insurer** of which this **Policy** is a continuous renewal).

Solely with respect to the coverage provided by this item, the **Insurer** will pay **Compliance Resolution Penalties** up to, but in no event greater than \$100,000 for any such **Claims**, which amount shall be part of and not in addition to the Limits of Liability stated in Item 4. of the Declarations.

- 6. Section IV. Additional Exclusions F. of the Fiduciary Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:

IV. F.: which is insured in whole or in part by another valid and collectible policy, except with respect to any excess beyond the amount or amounts of coverage under such other policy whether such other policy is stated to be primary, contributory, excess, contingent or otherwise;

- 7. Section IV. Additional Exclusions G. of the Fiduciary Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:

IV. G.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

- 1. any **Wrongful Act** alleged in any claim which has been reported, or in any circumstance of which notice has been given, prior to the **Policy Period** under any other fiduciary liability policy, or
- 2. any other **Wrongful Act** whenever occurring, which together with a **Wrongful Act** which has been the subject of such claim or notice, would constitute **Related Wrongful Acts**;

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section IV.
Modified Known Wrongful Act Exclusion**

In consideration of the premium paid for this **Policy**, it is understood and agreed that section IV. Additional Exclusions of the Fiduciary Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any **Wrongful Act** which occurred on or before <<to be determined>> if any of the **Insureds**, as of such date, knew or reasonably could have foreseen that such **Wrongful Act** could lead to a **Claim**, then this **Policy** will be void as to that person or persons.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SPECIMEN ENDORSEMENT

**Addition to Section I. Insuring Agreements
Investigation Costs Coverage for Shareholder Derivative Investigation(s)**

In consideration of the premium paid for this **Policy**, it is understood and agreed that:

1. Section I. Insuring Agreement of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 - I.: Investigation Costs Coverage for Shareholder Derivative Investigation(s)
 The **Insurer** shall pay up to a maximum aggregate limit of <<no more than \$100,000>> for the **Investigation Costs** of the **Insureds** arising solely from any **Shareholder Derivative Investigation** brought on behalf of the **Insured Entity** during the **Policy Period** or the Extended Reporting Period (if applicable). No Deductible shall apply to this coverage.
2. Solely for purposes of the coverage provided by this endorsement, section III. Additional Definitions of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 - III.: "**Investigation Costs**" means reasonable fees, costs and expenses but excludes salaries of **Insured Persons** or employees of the **Insured Entity** or any amount covered by the duty to defend obligation of any other insurer.
 - III.: "**Shareholder Derivative Investigation**" means any written request by one or more shareholders of the **Insured Entity** upon the Board of Directors of such **Insured Entity** to investigate or evaluate any fact, circumstance or situation which may reasonably be expected to give rise to a **Claim** being made on behalf of the **Insured Entity** against an **Insured Person**.
3. Solely for purposes of the coverage provided by this endorsement, section IV. Additional Exclusions of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 - IV.: The **Insurer** shall not be liable to make any payment for **Loss** in connection with a **Claim** made against the **Insured Entity** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:
 1. any prior or pending **Shareholder Derivative Investigation** as of <<to be determined>>, or
 2. any fact, circumstance, situation, transaction or event underlying or alleged in such **Shareholder Derivative Investigation**,
 regardless of the legal theory upon which such **Claim** is predicated.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Identity Theft Expense
Supplemental Coverage**

In consideration of the premium paid for this **Policy**, it is understood and agreed that:

1. Section I. Insuring Agreement of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended as follows:

I. **Identity Theft Expense Coverage**

The **Insurer** shall pay up to a maximum aggregate limit of <<no more than \$10,000>> per **Policy Period** for **Identity Theft Expenses** incurred by any present director or officer of the **Named Insured** as a direct result of an **Identity Theft** first discovered and reported to the **Insurer** during the **Policy Period**; provided, however, that the **Identity Theft** began to occur subsequent to the inception date of the first Directors, Officers and Corporate Liability Insurance Policy issued by the **Insurer** to the **Named Insured**. No Deductible shall apply to this coverage and any payments made hereunder shall not reduce the Limits of Liability stated in Item 4. of the Declarations.

2. Solely for purposes of the coverage provided by this endorsement, section III. Additional Definitions of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III.: **"Identity Theft"** means the act of knowingly transferring or using, without lawful authority, a means of identification of a present director or officer (or spouse thereof) of the **Named Insured** with the intent to commit, aid, or abet any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.

III.: **"Identity Theft Expenses"** means:

1. the expenses incurred to notarize affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies, or
2. the expenses incurred for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors, or
3. loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Kidnap Expense
Supplemental Coverage**

In consideration of the premium paid for this **Policy**, it is understood and agreed that:

1. Section I. Insuring Agreement of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended as follows:
 - I. **Kidnap Expense Coverage**
 The **Insurer** shall pay up to a maximum aggregate limit of <<no more than \$50,000>> per **Policy Period** for **Kidnap Expenses** incurred by the **Insured Entity** or any **Insured Person** resulting from **Kidnapping** during the **Policy Period**. No Deductible shall apply to this coverage and any payments made hereunder shall not reduce the Limits of Liability stated in Item 4. of the Declarations.

2. Solely for purposes of the coverage provided by this endorsement, section III. Additional Definitions of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 - III.: **"Kidnapping"** or **"Kidnapped"** means the wrongful abduction and holding, under duress or by fraudulent means, of an **Insured Person** by a person or group, whether acting alone or in collusion with others, that includes a demand for payment by an **Insured** in exchange for the release of the **Insured Person**. **Kidnapping** shall not include the wrongful abduction of any **Insured Person** by or at the direction of any present or former family member of any **Insured Person**.
 - III.: **"Kidnap Expenses"** means the reasonable fees and expenses for, or the cost of:
 1. an independent negotiator or security consultant retained with prior written approval of the **Insurer**, or
 2. interest on any loan taken by the **Named Insured** for property or other consideration surrendered as payment of a **Kidnapping** demand, or
 3. travel and accommodations incurred by the **Insured Entity** which become necessary due to the applicable **Kidnapping**, or
 4. a reward paid by the **Insured Entity**, which is pre-approved by the **Insurer**, to an informant for information not otherwise available which leads to the arrest and conviction of persons responsible for the applicable **Kidnapping**, or
 5. the current salary to a director or officer of the **Insured** who is **Kidnapped**; provided, however, that they are held for more than 30 days. Salary shall be paid for a period commencing upon the abduction and ceasing upon the earliest of either the release of the employee or discovery of death of the employee, or 120 days after the **Insurer** receives the last credible evidence that the employee is still alive, or 12 months after the date of **Kidnapping**, or the exhaustion of the Kidnap Expense Coverage limit, whichever comes first.

3. Solely for purposes of the coverage provided by this endorsement, section III. Additional Definitions E. **"Insured Person(s)"** of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 - III. E.: **"Insured Person(s)"** also means the parent, child, or domestic partner of an **Insured Person**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section III.
Extradition Coverage**

In consideration of the premium paid for this **Policy**, it is understood and agreed that section III. Additional Definitions of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended as follows:

1. Section III. Additional Definitions of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 - III. **"Extradition"** means any formal process initiated by any local, state or national government against an **Insured Person** to compel the **Insured Person** to appear for trial or otherwise to answer any criminal accusation.
2. Section III. Additional Definitions A. **"Claim"** of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 - III. A.: **"Claim"** also means any:
 1. official request for **Extradition** of any **Insured Person**, or
 2. the execution of a warrant for the arrest of any **Insured Person** where such execution is an element of **Extradition**.
3. Section III. Additional Definitions B. **"Costs of Defense"** of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 - III. B.: **"Costs of Defense"** shall also mean reasonable and necessary fees, costs and expenses incurred through legal counsel and consented to by the **Insurer** resulting from an **Insured Person** lawfully:
 1. opposing, challenging, resisting or defending against any request for or any effort to obtain the **Extradition** of that **Insured Person**, or
 2. appealing any order or other grant of **Extradition** of that **Insured Person**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section III. A.
Licensing Investigation Coverage with Sub-Limit**

In consideration of the premium paid for this **Policy**, it is understood and agreed that:

1. Section III. Additional Definitions A. "**Claim**" of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 - III. A.: "**Claim**" also means an investigation of an **Insured Person(s)** by a state health care licensing board or a professional licensing agency for unprofessional conduct.
2. Section V. Limits of Liability and Deductibles A. of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:
 - V. A.: The amount of \$<<insert limit of liability>> shall be the maximum aggregate Limit of Liability of the **Insurer** for all **Loss**, solely with respect to the coverage provided by this endorsement, which amount shall be part of and not in addition to the Limits of Liability stated in Item 4. of the Declarations.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Modification to Section III. C.
Defense Costs for Inadequate Pricing of Securities**

In consideration of the premium paid for this **Policy**, it is understood and agreed that the last paragraph in section III. Additional Definitions C. "Damages" 4. of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:

III. C. 4.: payment by the **Insured Entity** of allegedly inadequate price or consideration for the purchase of its own securities or the securities of a **Subsidiary**; provided, however, the **Insurer** will provide a defense for any such **Claims**, without any liability by the **Insurer** to pay such sums that any **Insured** shall become legally obligated to pay as **Damages**, or

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section III. E.
Addition of All Employee Coverage**

In consideration of the premium paid for this **Policy**, it is understood and agreed that:

1. Section III. Additional Definitions E. "**Insured Person(s)**" of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III. E.: "**Insured Persons**" also means any **Employee** of the **Insured Entity**.

2. Solely for the purposes of the coverage provided by this endorsement, section III. Additional Definitions of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III.: "**Employee**" means:

1. an individual whose labor or service is engaged by and directed by an **Insured Entity**, including part-time, leased, seasonal and temporary individuals, or
2. an individual who is a volunteer, intern, or independent contractor for the **Insured Entity**, but only if the **Insured Entity** provides indemnification to such individual in the same manner as that provided to the **Insured Entity's** employees.

An individual's employment status shall be determined as of the date of the **Wrongful Act**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section IV.
Modified Known Wrongful Act Exclusion**

In consideration of the premium paid for this **Policy**, it is understood and agreed that section IV. Additional Exclusions of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any **Wrongful Act** which occurred on or before <<to be determined>> if any of the **Insureds**, as of such date, knew or reasonably could have foreseen that such **Wrongful Act** could lead to a **Claim**, then this **Policy** will be void as to that person or persons.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

Carolina Casualty Insurance Company

4600 Touchton Road East, Building 100, Suite 400, Jacksonville, FL 32246

Proposal Form

Management Liability Insurance

CLAIMS MADE WARNING FOR APPLICATION: This Proposal Form is for a Claims Made and Reported Policy, relating to claims made against the Insureds during the Policy Period or Extended Reporting Period, if applicable.

Whenever printed in this Proposal Form, the terms in boldface type shall have the same meanings as indicated in the Policy. This Proposal Form is to be completed with respect to the entire Insured Entity. **Insured Entity** as used herein is defined to include the **Named Insured** and any **Subsidiaries**.

Name of **Named Insured**

Street Address

Suite

City

County

State

Zip Code

Website Address (if applicable)

Federal Employer Identification Number (FEIN)

The Officer designated as agent of the **Insured Entity** and of all **Insureds** to receive any and all notices from the **Insurer** or their authorized representatives concerning this insurance:

Contact Name

Title

E-mail Address

Telephone Number

Fax Number

Producer Information

Submitted by (Agency Name)

Dated

Agent's Name (Individual's Name)

Agent's License Number

Coverage Section(s) Requested

Directors, Officers and Corporate Liability Insurance Coverage Section: Yes No Limit Requested: \$

Employment Practices Liability Insurance Coverage Section: Yes No Limit Requested: \$

Fiduciary Liability Insurance Coverage Section: Yes No Limit Requested: \$

Indicate the type of limit requested: Combined Aggregate Limit of Liability for all Coverage Sections, or Separate Aggregate Limit of Liability for each Coverage Section

Current Insurance Information (Provide details to all "Yes" answers by attachment)

1. Provide the following information regarding the **Insured Entity's** most recent insurance policies. If "None", so state.

Type of Policy	Insurance Carrier	Expiration Date	Limit of Liability	Deductible	Premium
Directors and Officers Liability: <input type="checkbox"/> None	_____	_____	\$ _____	\$ _____	\$ _____
Employment Practices Liability: <input type="checkbox"/> None	_____	_____	\$ _____	\$ _____	\$ _____
Fiduciary Liability: <input type="checkbox"/> None	_____	_____	\$ _____	\$ _____	\$ _____
General Liability: <input type="checkbox"/> None	_____	_____	\$ _____	\$ _____	\$ _____
Other: _____ <input type="checkbox"/> None	_____	_____	\$ _____	\$ _____	\$ _____

2. Within the last 3 years, has any **Claim** been made or has notice been given under any of the previous policies for Directors and Officers Liability, Employment Practices Liability or Fiduciary Liability insurance or similar insurance? Yes No

3. Within the last 3 years, has any Directors and Officers Liability, Employment Practices Liability, Fiduciary Liability insurance, or similar insurance policies for the **Insured Entity** ever been cancelled or non-renewed? Yes No

General Information (Provide details to all "Yes" answers by attachment, when appropriate)

4. (a) Form of organization: Cooperative Corporation Joint Venture*
 Limited Liability Corporation Nonprofit Partnership*
 Sole Proprietorship / Individual Other: _____

*If a Partnership or Joint Venture, provide participation or ownership structure details by attachment.

(b) Type of organization: Manufacturing / Production Public Administration Retail Trade
 Service Industry Web Based Wholesale Distributing

5. The **Named Insured** has been in continuous operation since: _____

6. (a) What is the **Insured Entity's** Primary Standard Industrial Classification ("SIC") Code? _____

(b) Describe the **Insured Entity's** nature of operations: _____

Carolina Casualty Insurance Company

7. Is the **Named Insured** or any **Subsidiary** publicly held or a public reporting company under the Securities Exchange Act of 1934? Yes No
8. Provide the following financial information with respect to the **Insured Entity**:
 Assets (000): \$ _____ Annual Revenues (000): \$ _____ Total Number of **Employees**: _____
 Equity (000): \$ _____ Operating Income / Loss (000): \$ _____ Period Ending: _____ / _____ / _____
9. What percentage of the **Insured Entity's** annual revenue is generated or expected to be generated directly from the Internet over the next 18 months? _____ %
10. (a) Is the **Insured Entity** currently in bankruptcy? Yes No
 (b) Within the next 12 months, is the **Insured Entity** contemplating filing a petition for protection under the bankruptcy code? Yes No
11. (a) Within the last 12 months, has the **Insured Entity** had any **Subsidiary**, plant, facility, branch or office closings, consolidations or layoffs? Yes No
 (b) Within the next 24 months, does the **Insured Entity** anticipate any **Subsidiary**, plant, facility, branch or office closings, consolidations or layoffs? Yes No
12. Within the last 3 years, has there been any change (resignations, departures, retirements, etc.) in the position of the Chairman of the Board, President, Chief Executive Officer or Chief Financial Officer? Yes No
 If "Yes", provide the following details by attachment: Name of individual; date of change; and reason for change.
13. Provide the following information on all **Subsidiaries** of the **Insured Entity**. If "None", so state. None
- | <u>Subsidiary Name</u> | <u>Nature of Business</u> | <u>Percent* Owned by the Insured Entity</u> | <u>Date Created or Acquired</u> | <u>Domestic / Foreign</u> |
|------------------------|---------------------------|---|---------------------------------|---------------------------|
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

*If **Subsidiary** is less than 100 percent owned, provide details to all minority owners, when applicable, by attachment.

IT IS UNDERSTOOD AND AGREED THAT COVERAGE IS NOT PROVIDED FOR SUBSIDIARIES IN QUESTION 13. UNLESS THE INFORMATION REQUESTED ABOVE IS PROVIDED HERE OR BY ATTACHMENT.

Directors, Officers and Corporate Liability Insurance Coverage Section Information

14. Provide the following information regarding the **Insured Entity's** outstanding ownership:
- | | <u>Common Stock / Membership Units</u> | <u>Preferred Stock</u> |
|--|--|------------------------|
| (a) Total number of shares or units outstanding: | _____ | _____ |
| (b) Total number of security holders: | _____ | _____ |
| (c) Number of shares or units owned directly and/or beneficially by the Insured Persons : | _____ | _____ |
- (d) Does any security holder own, or have the right to own, directly and/or beneficially, 10 percent or more of the **Insured Entity's** outstanding shares or units? Yes No
 If "Yes", provide the following information:
- | <u>Name of Security Holder (including individual and corporate names)</u> | <u>Percent Owned by Security Holder</u> | <u>Represented on the Insured Entity's Board of Directors or Board of Managers?</u> |
|---|---|---|
| _____ | _____ | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| _____ | _____ | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| _____ | _____ | <input type="checkbox"/> Yes <input type="checkbox"/> No |
15. Within the last 18 months, has the **Insured Entity** been involved in, or is it presently considering, any sale of its stock (in excess of 10 percent of the total stock outstanding), repurchase of its stock, merger, consolidation, acquisition, tender offer, private placement, or divestment? If "Yes", complete (a), (b) and (c) below: Yes No
- (a) Is this with respect to a Registration Statement for a public offering of securities within the next 12 months? Yes No
 If "Yes", attach the prospectus including all amendments thereto, or describe below if prospectus is unavailable. _____
- (b) Is this with respect to funds being generated by venture capital or private placement funding? Yes No
 If "Yes", describe: _____
- (c) If "No", for (a) and (b) above, provide the following details below: Description of referenced transaction; date or anticipated date of transaction; and any other appropriate details. _____
16. Is the **Insured Entity** engaged in any of the following activities? If "None", so state. None
- | | |
|---|--|
| <input type="checkbox"/> Captive Insurance Company operations | <input type="checkbox"/> Insurance Company operations |
| <input type="checkbox"/> Franchising | <input type="checkbox"/> Activities that fall under The Investment Company Act of 1940 |
| <input type="checkbox"/> General Partnership operations | <input type="checkbox"/> Joint Venture(s) |

Carolina Casualty Insurance Company

Employment Practices Liability Insurance Coverage Section Information

17. Number of Employees:	<u>Full Time</u>	<u>Part Time</u>	<u>Leased</u>	<u>Seasonal and/or Temporary</u>	<u>Volunteers and/or Interns</u>	<u>Independent Contractors</u>	<u>Annual Turnover Rate</u>
Current Year:							
Last Year:							

18. What percentage of the **Insured Entity's Employees** work with the general public, work at customer locations or perform a majority of their functions off-site? _____ %

19. What percentage of the **Insured Entity's Employees** currently earns more than \$100,000? _____ %

20. Provide the top three locations by employee count of all plants, facilities, branches or offices of the **Insured Entity**. If "None", so state. None

	<u>Location</u>	<u>Nature of Business</u>	<u>Number of Employees</u>	<u>Domestic / Foreign</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

21. Does the **Insured Entity** currently employ a full time Human Resources professional? Yes No

22. Does the **Insured Entity** (details to "Yes" or "No" answers are not required by attachment): Yes No

(a) Utilize employment applications for all prospective **Employees**? Yes No

(b) Require the Human Resource Department to review and approve each proposed **Employee** termination? Yes No

(c) Have outside employment counsel review each proposed **Employee** termination? Yes No

(d) Maintain a written policy prohibiting Sexual Harassment and distribute that policy to all **Employees**? Yes No

(e) Conduct mandatory periodic **Employee** education regarding prohibited forms of harassment? Yes No

(f) Periodically have its employment policies and procedures reviewed by outside employment counsel? Yes No

(g) Periodically have its employment policies and procedures distributed to all **Employees**? Yes No

(h) Have a written procedure for notification and handling of employment related grievances, disputes, notifications, or claims? Yes No

23. Indicate which formal written policies and procedures have been implemented and attach a copy of each. If "None", so state. None

<input type="checkbox"/> Employee Handbook / Manual	<input type="checkbox"/> Anti-Harassment Policy, including Sexual Harassment	<u>Employers with more than 50 Employees</u>
<input type="checkbox"/> Anti-Discrimination Policy – Equal Employment Opportunity (EEO) Policy	<input type="checkbox"/> Adherence to Employment "at-will" relationship with all Employees	<input type="checkbox"/> Family Medical Leave Act <u>California Employers Only</u>
		<input type="checkbox"/> California Family Rights Act

Fiduciary Liability Insurance Coverage Section Information

24. Provide the following information regarding each employee welfare benefit plan, employee pension benefit plan or pension plan, as defined by ERISA, (hereinafter referred to as **Employee Benefit Plan(s)**) which the **Insured Entity** maintains or to which it contributes.

<u>Name of Plan</u>	<u>Type of Plan*</u>	<u>Name of Plan Sponsor</u>	<u>Number of Plan Participants</u>	<u>Fair Market Value of Plan Assets</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

*Type of Plan: (DB)=Defined Benefit; (DC)=Defined Contribution; (ESOP)=Employee Stock Ownership Plan; (WB)=Health & Welfare Benefit; (MEP)=Multi Employer Plan or Multiple Employer Plan; (O)=Other
IT IS UNDERSTOOD AND AGREED THAT COVERAGE IS NOT PROVIDED FOR EMPLOYEE BENEFIT PLAN(S) IN QUESTION 1. FOR WHICH THE ABOVE INFORMATION IS INCOMPLETE OR NOT PROVIDED.

25. Has any employee pension benefit plan or pension plan invested in securities of the **Insured Entity**? If "Yes", provide the following details by attachment: number of shares; cost of shares to the plan; fair market value of shares. Yes No

26. Has any employee pension benefit plan or pension plan invested in more than 10 percent of any entity (other than the **Insured Entity** or a pooled investment vehicle such as a mutual fund)? If "Yes", provide name of entity and amount of investment. Yes No

27. Has any **Employee Benefit Plan** loaned or pledged any **Employee Benefit Plan** assets to any party-in-interest (including the **Insured Entity**)? If "Yes", provide details by attachment. Yes No

28. Are any defined benefit plans under funded by more than 20 percent? If "Yes", provide details by attachment. Yes No

29. Are there any overdue employer contributions for any plan, or has any plan requested or contemplated filing a request for a waiver of contributions? If "Yes", provide plan name and amount of overdue contributions by attachment. Yes No

30. Within the last 3 years, has there been, or is there currently under consideration, any restructuring, termination or other similar transaction of any **Employee Benefit Plan**? If "Yes", provide details of the transaction by attachment. Yes No

31. If any of the following questions are answered "No", provide details by attachment.

(a) Are all **Employee Benefit Plans** compliant with the Health Insurance Portability and Accountability Act ("HIPAA")? Yes No

(b) Does the plan sponsor comply with the summary plan description requirements under ERISA for all **Employee Benefit Plans**? Yes No

(c) Do all employee pension benefit plans or pension plans have a written investment policy? Yes No

Carolina Casualty Insurance Company

- (d) Are all employee pension benefit plan or pension plan assets managed by a third party investment manager? Yes No
- (e) Do the fiduciaries review the investment guidelines used by the investment managers at least annually? Yes No
- (f) Is the "fair market value" of all employee pension benefit plan or pension plan assets calculated at least annually? Yes No
32. During the last 5 years, has there been, or is there currently, any investigation by the IRS, Department of Labor ("DOL"), Pension Benefit Guarantee Corporation ("PBGC"), or any other state or federal agency of any **Employee Benefit Plan** or any current or former fiduciary of such **Employee Benefit Plan**? If "Yes", provide details by attachment. Yes No

Litigation and Claim Information (Provide details to all "Yes" answers by attachment)

Directors, Officers and Corporate Liability Insurance Coverage Section only:

33. During the last 5 years, has the **Insured Entity** or any of the **Insured Persons** received any written demands for monetary or non-monetary relief, been involved in, or had any knowledge of any civil or criminal action, administrative or arbitration proceeding, including both domestic or foreign equivalents, involving:
- (a) any intellectual property disputes, including Copyright, Patent, or Trademark Laws? Yes No
- (b) any alleged violation of any Federal or State Security Law or Regulation? Yes No
- (c) any alleged violation of any Federal or State Anti-Trust or Fair Trade Law? Yes No
- (d) any other allegations of violations of federal, state or local statute, regulation, ordinance or common law that would otherwise be within the scope of this proposed insurance? Yes No

Employment Practices Liability Insurance Coverage Section only:

34. During the last 5 years, has any **Insured** known of, or been involved in any lawsuit, charges, inquiries, investigations, grievances or other administrative hearings or proceedings before any of the following agencies and/or in any of the following forums, including both domestic or foreign equivalents?
- (a) National Labor Relations Board? Yes No
- (b) Equal Employment Opportunity Commission? Yes No
- (c) Office of Federal Contract Compliance Programs? Yes No
- (d) U.S. Department of Labor? Yes No
- (e) Any state or local government agency such as the Labor Department or fair employment agency? Yes No
- (f) U.S. District or state court? Yes No
35. During the last 5 years, has any current or former **Employee** or third party made any **Claim**, or otherwise alleged discrimination, harassment, wrongful discharge and/or **Wrongful Acts** against any **Insured**? Yes No
- A **Claim** is not limited to the filing of a lawsuit or complaint with the Equal Employment Opportunity Commission or similar state or local agency. A **Claim** may also include a written demand by any current or former **Employee** seeking relief in connection with an employment-related dispute or grievance.

Fiduciary Liability Insurance Coverage Section only:

36. During the last 5 years, has any **Insured** been named as a party in any civil or criminal action, administrative, arbitration, regulatory or investigative proceeding, or received any other written demands for money or services that would be within the scope of this proposed insurance? Yes No

Prior Knowledge Information

37. Is any **Insured** aware of any fact, circumstance or situation involving any **Insureds** that might reasonably be expected to result in a **Claim** as defined in each **Coverage Section** applied for? Yes No

IF "YES" TO ANY PART OF QUESTIONS 33., 34., 35., 36., OR 37., PROVIDE FULL DETAILS FOR EACH ALLEGATION, EVEN IF THE MATTER HAS SINCE BEEN SETTLED OR OTHERWISE RESOLVED, BY PROVIDING THE FOLLOWING INFORMATION BY ATTACHMENT:

- | | | | |
|----------------------------------|--|---------------------|--------------------|
| (a) Date Claim first made | (b) Claimant's Name | (c) Allegation | (d) Current Status |
| (e) Demand Amount | (f) Settlement (Indemnity) or Reserve Amount | (g) Attorney's fees | |

IT IS UNDERSTOOD AND AGREED THAT THE INSURER SHALL NOT BE LIABLE TO MAKE ANY PAYMENT FOR LOSS IN CONNECTION WITH ANY CLAIM MADE AGAINST ANY INSURED BASED UPON, ARISING OUT OF, DIRECTLY OR INDIRECTLY RESULTING FROM OR IN CONSEQUENCE OF, OR IN ANY WAY INVOLVING ANY LAWSUIT, ADMINISTRATIVE PROCEEDING, WRITTEN DEMAND, FACT, CIRCUMSTANCE, OR SITUATION SET FORTH OR THAT SHOULD HAVE BEEN SET FORTH IN THE INSURED'S RESPONSE TO QUESTIONS 33., 34., 35., 36., OR 37.

Documents Required (The following information must be submitted with the completed Proposal Form).

Directors, Officers and Corporate Liability Insurance Coverage Section only:

- Provide details to all "Yes" answers, when applicable, by attachment
- Most recent interim and annual financial statements (audited, if available)

Employment Practices Liability Insurance Coverage Section only:

- Provide details to all "Yes" answers, when applicable, by attachment

Fiduciary Liability Insurance Coverage Section only:

- Provide details to all "Yes" answers, when applicable, by attachment
- A copy of the most recent public accountant's audit report or IRS Form 5500 for each **Employee Benefit Plan**

Carolina Casualty Insurance Company

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

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

NOTICE TO APPLICANTS OF MINNESOTA, NEW JERSEY, OHIO, AND OKLAHOMA: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUDS OR DECEIVES ANY INSURER OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, IS GUILTY OF A FELONY AND IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

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

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

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 NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

Please Read Carefully

The undersigned, acting on behalf of all **Insureds**, declare that the statements set forth herein are true and correct and that thorough efforts have been made to obtain sufficient information from each and every **Insured** proposed for this insurance to facilitate the proper and accurate completion of this Proposal Form.

The undersigned agree that the particulars and statements contained in the Proposal Form and any material submitted herewith are their representations and are the basis of the insurance contract. The undersigned further agree that the Proposal Form and any material submitted herewith shall be considered attached to and a part of the **Policy**. Any material submitted with the Proposal Form shall be maintained on file (either electronically or paper) with the **Insurer** and shall be deemed to be attached hereto as if physically attached.

It is further agreed that:

- if any significant change in the condition of the applicant is discovered between the date of this Proposal Form and the **Policy** inception date, which would render this Proposal Form inaccurate or incomplete, notice of such change will be reported in writing to the **Insurer** immediately;
- any **Policy**, if issued, will be in reliance upon the truth of such representations; provided, however, with respect to such statements and representations, no knowledge or information possessed by any **Insureds** shall be imputed to any other **Insureds**. If any person or persons knew as of the **Policy** inception date that such declarations and statements contained in the Proposal Form(s) were untrue, inaccurate or incomplete, then this **Policy** will be void as to that person or persons. However, if the Chairperson of the Board of Directors, President, Chief Executive Officer, or Chief Financial Officer of the **Insured Entity** knew as of the **Policy** inception date that such declarations and statements contained in the Proposal Form(s) were untrue, inaccurate or incomplete, then this **Policy** will be void as to that person or persons and the **Insured Entity**;
- this Proposal Form has been completed as respects the entire **Insured Entity**;
- the signing of this Proposal Form does not bind the undersigned to purchase the insurance.

Dated

President, Chief Executive Officer, Chief Financial Officer, or equivalent position (Signature)

Title

President, Chief Executive Officer, Chief Financial Officer, or equivalent position (Print Name)

Dated

Human Resources Manager, or equivalent position (Signature)

This Carolina Casualty Insurance Company Proposal Form, including any material submitted herewith, shall be held in strictest confidence.

A POLICY CANNOT BE ISSUED UNLESS THE PROPOSAL FORM IS PROPERLY SIGNED AND DATED.

Please submit this Proposal Form including appropriate documentation to:

Monitor Liability Managers, Inc., 2850 West Golf Road, Suite 800, Rolling Meadows, IL 60008-4039

Carolina Casualty Insurance Company

4600 Touchton Road East, Building 100, Suite 400, Jacksonville, FL 32246

Proposal Form

Management Liability Insurance

CLAIMS MADE WARNING FOR APPLICATION: This Proposal Form is for a Claims Made and Reported Policy, relating to claims made against the Insureds during the Policy Period or Extended Reporting Period, if applicable.

Whenever printed in this Proposal Form, the terms in boldface type shall have the same meanings as indicated in the Policy. This Proposal Form is to be completed with respect to the entire Insured Entity. Insured Entity as used herein is defined to include the Named Insured and any Subsidiaries.

Name of Named Insured

Street Address

Suite

City

County

State

Zip Code

Website Address (if applicable)

Federal Employer Identification Number (FEIN)

The Officer designated as agent of the Insured Entity and of all Insureds to receive any and all notices from the Insurer or their authorized representatives concerning this insurance:

Contact Name

Title

E-mail Address

Telephone Number

Fax Number

Producer Information

Submitted by (Agency Name)

Dated

Agent's Name (Individual's Name)

Agent's License Number

Coverage Section(s) Requested

Directors, Officers and Corporate Liability Insurance Coverage Section:

Yes No

Limit Requested: \$

Employment Practices Liability Insurance Coverage Section:

Yes No

Limit Requested: \$

Fiduciary Liability Insurance Coverage Section:

Yes No

Limit Requested: \$

Indicate the type of limit requested:

Combined Aggregate Limit of Liability for all Coverage Sections, or

Separate Aggregate Limit of Liability for each Coverage Section

Current Insurance Information

1. Provide the following information regarding the Insured Entity's most recent insurance policies. If "None", so state.

Type of Policy	Insurance Carrier	Expiration Date	Limit of Liability	Deductible	Premium
Directors and Officers Liability: <input type="checkbox"/> None			\$	\$	\$
Employment Practices Liability: <input type="checkbox"/> None			\$	\$	\$
Fiduciary Liability: <input type="checkbox"/> None			\$	\$	\$

General Information (Provide details to all "Yes" answers by attachment, when appropriate)

2. (a) Form of organization: Cooperative Corporation Joint Venture*
 Limited Liability Corporation Nonprofit Partnership*
 Sole Proprietorship / Individual Other: _____
 *If a Partnership or Joint Venture, provide participation or ownership structure details by attachment.
- (b) Type of organization: Manufacturing / Production Public Administration Retail Trade
 Service Industry Web Based Wholesale Distributing

3. The Named Insured has been in continuous operation since: _____

4. (a) What is the Insured Entity's Primary Standard Industrial Classification ("SIC") Code? _____

(b) Describe the Insured Entity's nature of operations: _____

5. Is the Named Insured or any Subsidiary publicly held or a public reporting company under the Securities Exchange Act of 1934? Yes No

6. Provide the following financial information with respect to the Insured Entity:
Assets (000): \$ _____ Annual Revenues (000): \$ _____ Total Number of Employees: _____
Equity (000): \$ _____ Operating Income / Loss (000): \$ _____ Period Ending: ____/____/____

7. (a) Is the Insured Entity currently in bankruptcy? Yes No

Carolina Casualty Insurance Company

- (b) Within the next 12 months, is the **Insured Entity** contemplating filing a petition for protection under the bankruptcy code? Yes No
8. (a) Within the last 12 months, has the **Insured Entity** had any **Subsidiary**, plant, facility, branch or office closings, consolidations or layoffs? Yes No
- (b) Within the next 24 months, does the **Insured Entity** anticipate any **Subsidiary**, plant, facility, branch or office closings, consolidations or layoffs? Yes No
9. Within the last 12 months, has there been any change (resignations, departures, retirements, etc.) in the position of the Chairman of the Board, President, Chief Executive Officer or Chief Financial Officer? Yes No
10. Provide the following information on all **Subsidiaries** of the **Insured Entity**. If "None", so state. None

<u>Subsidiary Name</u>	<u>Nature of Business</u>	<u>Percent* Owned by the Insured Entity</u>	<u>Date Created or Acquired</u>	<u>Domestic / Foreign</u>

*If **Subsidiary** is less than 100 percent owned, provide details to all minority owners, when applicable, by attachment.

IT IS UNDERSTOOD AND AGREED THAT COVERAGE IS NOT PROVIDED FOR SUBSIDIARIES IN QUESTION 10. UNLESS THE INFORMATION REQUESTED ABOVE IS PROVIDED.

Directors, Officers and Corporate Liability Insurance Coverage Section Information

11. (a) Indicate the percentage of shares or units owned directly and/or beneficially by the **Insured Persons**:
 100 percent 75 to 99 percent 50 to 74 percent Less than 50 percent
- (b) Are all security holder(s) who own, or have the right to own, directly and/or beneficially, 25 percent or more of the **Insured Entity's** outstanding shares or units represented on the **Insured Entity's** Board of Directors or Board of Managers or are they Officers of the **Insured Entity**? If "No", provide name of security holder(s) and percent owned. Yes No
- (c) Does any entity own, or have the right to own, directly and/or beneficially, more than 50 percent of the **Insured Entity's** outstanding shares or units? If "Yes", provide name of entity and percent owned. Yes No
 Name of entity: _____ Percent owned: _____ %
12. Within the last 18 months, has the **Insured Entity** been involved in, or is it presently considering, any sale of its stock (in excess of 10 percent of the total stock outstanding), repurchase of its stock, merger, consolidation, acquisition, tender offer, private placement, or divestment? If "Yes", provide details of the transaction by attachment. Yes No
13. Is the **Insured Entity** engaged in any of the following activities? If "None", so state. None
- Captive Insurance Company operations Insurance Company operations
 Franchising Activities that fall under The Investment Company Act of 1940
 General Partnership operations Joint Venture(s)

Employment Practices Liability Insurance Coverage Section Information

14. Number of Employees:
- | | <u>Full Time</u> | <u>Part Time</u> | <u>Leased</u> | <u>Seasonal and/or Temporary</u> | <u>Volunteers and/or Interns</u> | <u>Independent Contractors</u> | <u>Annual Turnover Rate</u> |
|---------------|------------------|------------------|---------------|----------------------------------|----------------------------------|--------------------------------|-----------------------------|
| Current Year: | | | | | | | |
| Last Year: | | | | | | | |
15. Indicate which formal written policies and procedures have been implemented and attach a copy of each. If "None", so state. None
- Employee Handbook / Manual Anti-Harassment Policy, including Sexual Harassment Employers with more than 50 Employees
 Anti-Discrimination Policy – Equal Employment Opportunity (EEO) Policy Adherence to Employment "at-will" relationship with all Employees Family Medical Leave Act California Employers Only
 California Family Rights Act

Fiduciary Liability Insurance Coverage Section Information

16. Provide the following information regarding each employee welfare benefit plan, employee pension benefit plan or pension plan, as defined by ERISA, (hereinafter referred to as **Employee Benefit Plan(s)**) which the **Insured Entity** maintains or to which it contributes.

<u>Name of Plan</u>	<u>Type of Plan*</u>	<u>Name of Plan Sponsor</u>	<u>Number of Plan Participants</u>	<u>Fair Market Value of Plan Assets</u>

*Type of Plan: (DB)=Defined Benefit; (DC)=Defined Contribution; (ESOP)=Employee Stock Ownership Plan; (WB)=Health & Welfare Benefit; (MEP)=Multi Employer Plan or Multiple Employer Plan; (O)=Other

IT IS UNDERSTOOD AND AGREED THAT COVERAGE IS NOT PROVIDED FOR EMPLOYEE BENEFIT PLAN(S) IN QUESTION 16. FOR WHICH THE ABOVE INFORMATION IS INCOMPLETE OR NOT PROVIDED.

17. Has any employee pension benefit plan or pension plan invested in securities of the **Insured Entity**? If "Yes", provide the following details by attachment: number of shares; cost of shares to the plan; fair market value of shares. Yes No
18. Has any **Employee Benefit Plan** loaned or pledged any **Employee Benefit Plan** assets to any party-in-interest (including the **Insured Entity**)? If "Yes", provide details by attachment. Yes No
19. Are there any overdue employer contributions for any plan, or has any plan requested or contemplated filing a request for a waiver of contributions? If "Yes", provide plan name and amount of overdue contributions by attachment. Yes No

Carolina Casualty Insurance Company

20. Within the last 3 years, has there been, or is there currently under consideration, any restructuring, termination or other similar transaction of any **Employee Benefit Plan**? If "Yes", provide details of the transaction by attachment. Yes No
21. If any of the following questions are answered "No", provide details by attachment.
- (a) Are all **Employee Benefit Plans** compliant with the Health Insurance Portability and Accountability Act ("HIPAA")? Yes No
- (b) Does the plan sponsor comply with the summary plan description requirements under ERISA for all **Employee Benefit Plans**? Yes No
- (c) Do all employee pension benefit plans or pension plans have a written investment policy? Yes No
- (d) Are all employee pension benefit plan or pension plan assets managed by a third party investment manager? Yes No
- (e) Do the fiduciaries review the investment guidelines used by the investment managers at least annually? Yes No
- (f) Is the "fair market value" of all employee pension benefit plan or pension plan assets calculated at least annually? Yes No
22. During the last 5 years, has there been, or is there currently, any investigation by the IRS, Department of Labor ("DOL"), Pension Benefit Guarantee Corporation ("PBGC"), or any other state or federal agency of any **Employee Benefit Plan** or any current or former fiduciary of such **Employee Benefit Plan**? If "Yes", provide details by attachment. Yes No

Litigation and Claim Information (Provide details to all "Yes" answers by attachment)

Directors, Officers and Corporate Liability Insurance Coverage Section only:

23. During the last 5 years, has the **Insured Entity** or any of the **Insured Persons** received any written demands for monetary or non-monetary relief, been involved in, or had any knowledge of any civil or criminal action, administrative or arbitration proceeding, including both domestic or foreign equivalents, involving:
- (a) any intellectual property disputes, including Copyright, Patent, or Trademark Laws? Yes No
- (b) any alleged violation of any Federal or State Security Law or Regulation? Yes No
- (c) any alleged violation of any Federal or State Anti-Trust or Fair Trade Law? Yes No
- (d) any other allegations of violations of federal, state or local statute, regulation, ordinance or common law that would otherwise be within the scope of this proposed insurance? Yes No

Employment Practices Liability Insurance Coverage Section only:

24. During the last 5 years, has any **Insured** known of, or been involved in any lawsuit, charges, inquiries, investigations, grievances or other administrative hearings or proceedings before any of the following agencies and/or in any of the following forums, including both domestic or foreign equivalents?
- (a) National Labor Relations Board? Yes No
- (b) Equal Employment Opportunity Commission? Yes No
- (c) Office of Federal Contract Compliance Programs? Yes No
- (d) U.S. Department of Labor? Yes No
- (e) Any state or local government agency such as the Labor Department or fair employment agency? Yes No
- (f) U.S. District or state court? Yes No
25. During the last 5 years, has any current or former **Employee** or third party made any **Claim**, or otherwise alleged discrimination, harassment, wrongful discharge and/or **Wrongful Acts** against any **Insured**? Yes No
- A **Claim** is not limited to the filing of a lawsuit or complaint with the Equal Employment Opportunity Commission or similar state or local agency. A **Claim** may also include a written demand by any current or former **Employee** seeking relief in connection with an employment-related dispute or grievance.

Fiduciary Liability Insurance Coverage Section only:

26. During the last 5 years, has any **Insured** been named as a party in any civil or criminal action, administrative, arbitration, regulatory or investigative proceeding, or received any other written demands for money or services that would be within the scope of this proposed insurance? Yes No

Prior Knowledge Information

27. Is any **Insured** aware of any fact, circumstance or situation involving any **Insureds** that might reasonably be expected to result in a **Claim** as defined in each **Coverage Section** applied for? Yes No

IF "YES" TO ANY PART OF QUESTIONS 23., 24., 25., 26., OR 27., PROVIDE FULL DETAILS FOR EACH ALLEGATION, EVEN IF THE MATTER HAS SINCE BEEN SETTLED OR OTHERWISE RESOLVED, BY PROVIDING THE FOLLOWING INFORMATION BY ATTACHMENT:

- | | | | |
|----------------------------------|--|---------------------|--------------------|
| (a) Date Claim first made | (b) Claimant's Name | (c) Allegation | (d) Current Status |
| (e) Demand Amount | (f) Settlement (Indemnity) or Reserve Amount | (g) Attorney's fees | |

IT IS UNDERSTOOD AND AGREED THAT THE INSURER SHALL NOT BE LIABLE TO MAKE ANY PAYMENT FOR LOSS IN CONNECTION WITH ANY CLAIM MADE AGAINST ANY INSURED BASED UPON, ARISING OUT OF, DIRECTLY OR INDIRECTLY RESULTING FROM OR IN CONSEQUENCE OF, OR IN ANY WAY INVOLVING ANY LAWSUIT, ADMINISTRATIVE PROCEEDING, WRITTEN DEMAND, FACT, CIRCUMSTANCE, OR SITUATION SET FORTH OR THAT SHOULD HAVE BEEN SET FORTH IN THE INSURED'S RESPONSE TO QUESTIONS 23., 24., 25., 26., OR 27.

Documents Required (The following information must be submitted with the completed Proposal Form).

- Provide details to all "Yes" answers, when applicable, by attachment
- Most recent interim and annual financial statements (audited, if available)
- A copy of the most recent public accountant's audit report or IRS Form 5500 for each **Employee Benefit Plan**, if applicable.

Carolina Casualty Insurance Company

4600 Touchton Road East, Building 100, Suite 400, Jacksonville, FL 32246

Renewal Proposal Form

Management Liability Insurance

CLAIMS MADE WARNING FOR APPLICATION: This Proposal Form is for a Claims Made and Reported Policy, relating to claims made against the Insureds during the Policy Period or Extended Reporting Period, if applicable.

Whenever printed in this Proposal Form, the terms in boldface type shall have the same meanings as indicated in the Policy. This Proposal Form is to be completed with respect to the entire Insured Entity. Insured Entity as used herein is defined to include the Named Insured and any Subsidiaries.

Name of **Named Insured**

Street Address

Suite

City

County

State

Zip Code

Website Address (if applicable)

Federal Employer Identification Number (FEIN)

The Officer designated as agent of the **Insured Entity** and of all **Insureds** to receive any and all notices from the **Insurer** or their authorized representatives concerning this insurance:

Contact Name

Title

E-mail Address

Telephone Number

Fax Number

Producer Information

Submitted by (Agency Name)

Dated

Agent's Name (Individual's Name)

Agent's License Number

Coverage Section(s) Requested

Directors, Officers and Corporate Liability Insurance Coverage Section: Yes No Limit Requested: \$

Employment Practices Liability Insurance Coverage Section: Yes No Limit Requested: \$

Fiduciary Liability Insurance Coverage Section: Yes No Limit Requested: \$

Indicate the type of limit requested: Combined Aggregate Limit of Liability for all Coverage Sections, or Separate Aggregate Limit of Liability for each Coverage Section

General Information (Provide details to all "Yes" answers by attachment, when appropriate)

1. (a) Form of organization: Cooperative Corporation Joint Venture*
 Limited Liability Corporation Nonprofit Partnership*
 Sole Proprietorship / Individual Other: _____

*If a Partnership or Joint Venture, provide participation or ownership structure details by attachment.

(b) Type of organization: Manufacturing / Production Public Administration Retail Trade
 Service Industry Web Based Wholesale Distributing

2. The **Named Insured** has been in continuous operation since: _____

3. (a) What is the **Insured Entity's** Primary Standard Industrial Classification ("SIC") Code? _____

(b) Describe the **Insured Entity's** nature of operations: _____

4. Is the **Named Insured** or any **Subsidiary** publicly held or a public reporting company under the Securities Exchange Act of 1934? Yes No

5. Provide the following financial information with respect to the **Insured Entity**:
Assets (000): \$ _____ Annual Revenues (000): \$ _____ Total Number of **Employees**: _____
Equity (000): \$ _____ Operating Income / Loss (000): \$ _____ Period Ending: ____ / ____ / ____

6. What percentage of the **Insured Entity's** annual revenue is generated or expected to be generated directly from the Internet over the next 18 months? _____ %

Carolina Casualty Insurance Company

7. (a) Is the **Insured Entity** currently in bankruptcy? Yes No
 (b) Within the next 12 months, is the **Insured Entity** contemplating filing a petition for protection under the bankruptcy code? Yes No
8. (a) Within the last 12 months, has the **Insured Entity** had any **Subsidiary**, plant, facility, branch or office closings, consolidations or layoffs? Yes No
 (b) Within the next 24 months, does the **Insured Entity** anticipate any **Subsidiary**, plant, facility, branch or office closings, consolidations or layoffs? Yes No
9. Within the last 3 years, has there been any change (resignations, departures, retirements, etc.) in the position of the Chairman of the Board, President, Chief Executive Officer or Chief Financial Officer? Yes No
 If "Yes", provide the following details by attachment: Name of individual; date of change; and reason for change.
10. Provide the following information on all Subsidiaries of the **Insured Entity**. If "None", so state. None

<u>Subsidiary Name</u>	<u>Nature of Business</u>	<u>Percent* Owned by the Insured Entity</u>	<u>Date Created or Acquired</u>	<u>Domestic / Foreign</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

*If **Subsidiary** is less than 100 percent owned, provide details to all minority owners, when applicable, by attachment.

IT IS UNDERSTOOD AND AGREED THAT COVERAGE IS NOT PROVIDED FOR SUBSIDIARIES IN QUESTION 10. UNLESS THE INFORMATION REQUESTED ABOVE IS PROVIDED HERE OR BY ATTACHMENT.

Directors, Officers and Corporate Liability Insurance Coverage Section Information

11. Provide the following information regarding the **Insured Entity's** outstanding ownership:
- | | | |
|---|--|------------------------|
| | <u>Common Stock /
Membership Units</u> | <u>Preferred Stock</u> |
| (a) Total number of shares or units outstanding: | _____ | _____ |
| (b) Total number of security holders: | _____ | _____ |
| (c) Number of shares or units owned directly and/or beneficially by the Insured Persons : | _____ | _____ |
| (d) Does any security holder own, or have the right to own, directly and/or beneficially, 10 percent or more of the Insured Entity's outstanding shares or units? <input type="checkbox"/> Yes <input type="checkbox"/> No | | |

If "Yes", provide the following information:

<u>Name of Security Holder (including individual and corporate names)</u>	<u>Percent Owned by Security Holder</u>	<u>Represented on the Insured Entity's Board of Directors or Board of Managers?</u>
_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No

12. Within the last 18 months, has the **Insured Entity** been involved in, or is it presently considering, any sale of its stock (in excess of 10 percent of the total stock outstanding), repurchase of its stock, merger, consolidation, acquisition, tender offer, private placement, or divestment? If "Yes", complete (a), (b) and (c) below: Yes No
- (a) Is this with respect to a Registration Statement for a public offering of securities within the next 12 months? Yes No
 If "Yes", attach the prospectus including all amendments thereto, or describe below if prospectus is unavailable.
- (b) Is this with respect to funds being generated by venture capital or private placement funding? Yes No
 If "Yes", describe: _____
- (c) If "No", for (a) and (b) above, provide the following details below: Description of referenced transaction; date or anticipated date of transaction; and any other appropriate details. _____

13. Is the **Insured Entity** engaged in any of the following activities? If "None", so state. None
- | | |
|---|--|
| <input type="checkbox"/> Captive Insurance Company operations | <input type="checkbox"/> Insurance Company operations |
| <input type="checkbox"/> Franchising | <input type="checkbox"/> Activities that fall under The Investment Company Act of 1940 |
| <input type="checkbox"/> General Partnership operations | <input type="checkbox"/> Joint Venture(s) |

Employment Practices Liability Insurance Coverage Section Information

14. Number of Employees:	<u>Full Time</u>	<u>Part Time</u>	<u>Leased</u>	<u>Seasonal and/or Temporary</u>	<u>Volunteers and/or Interns</u>	<u>Independent Contractors</u>	<u>Annual Turnover Rate</u>
Current Year:							
Last Year:							

15. What percentage of the **Insured Entity's** Employees work with the general public, work at customer locations or perform a majority of their functions off-site? _____ %
16. What percentage of the **Insured Entity's** Employees currently earns more than \$100,000? _____ %

Carolina Casualty Insurance Company

17. Provide the top three locations by employee count of all plants, facilities, branches or offices of the **Insured Entity**.
If "None", so state. None
- | <u>Location</u> | <u>Nature of Business</u> | <u>Number of Employees</u> | <u>Domestic / Foreign</u> |
|-----------------|---------------------------|----------------------------|---------------------------|
| 1. _____ | _____ | _____ | _____ |
| 2. _____ | _____ | _____ | _____ |
| 3. _____ | _____ | _____ | _____ |
18. Does the **Insured Entity** currently employ a full time Human Resources professional? Yes No
19. Does the **Insured Entity** (details to "Yes" or "No" answers are not required by attachment): Yes No
- Utilize employment applications for all prospective **Employees**? Yes No
 - Require the Human Resource Department to review and approve each proposed **Employee** termination? Yes No
 - Have outside employment counsel review each proposed **Employee** termination? Yes No
 - Maintain a written policy prohibiting Sexual Harassment and distribute that policy to all **Employees**? Yes No
 - Conduct mandatory periodic **Employee** education regarding prohibited forms of harassment? Yes No
 - Periodically have its employment policies and procedures reviewed by outside employment counsel? Yes No
 - Periodically have its employment policies and procedures distributed to all **Employees**? Yes No
 - Have a written procedure for notification and handling of employment related grievances, disputes, notifications, or claims? Yes No
20. Indicate which formal written policies and procedures have been implemented and attach a copy of each. If "None", so state. None
- | | | |
|---|---|--|
| <input type="checkbox"/> Employee Handbook / Manual | <input type="checkbox"/> Anti-Harassment Policy, including Sexual Harassment | <u>Employers with more than 50 Employees</u> |
| <input type="checkbox"/> Anti-Discrimination Policy – Equal Employment Opportunity (EEO) Policy | <input type="checkbox"/> Adherence to Employment "at-will" relationship with all Employees | <input type="checkbox"/> Family Medical Leave Act
<u>California Employers Only</u>
<input type="checkbox"/> California Family Rights Act |

Fiduciary Liability Insurance Coverage Section Information

21. Provide the following information regarding each employee welfare benefit plan, employee pension benefit plan or pension plan, as defined by ERISA, (hereinafter referred to as **Employee Benefit Plan(s)**) which the **Insured Entity** maintains or to which it contributes.
- | <u>Name of Plan</u> | <u>Type of Plan*</u> | <u>Name of Plan Sponsor</u> | <u>Number of Plan Participants</u> | <u>Fair Market Value of Plan Assets</u> |
|---------------------|----------------------|-----------------------------|------------------------------------|---|
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

*Type of Plan: (DB)=Defined Benefit; (DC)=Defined Contribution; (ESOP)=Employee Stock Ownership Plan; (WB)=Health & Welfare Benefit; (MEP)=Multi Employer Plan or Multiple Employer Plan; (O)=Other

IT IS UNDERSTOOD AND AGREED THAT COVERAGE IS NOT PROVIDED FOR EMPLOYEE BENEFIT PLAN(S) IN QUESTION 1. FOR WHICH THE ABOVE INFORMATION IS INCOMPLETE OR NOT PROVIDED.

22. Has any employee pension benefit plan or pension plan invested in securities of the **Insured Entity**? If "Yes", provide the following details by attachment: number of shares; cost of shares to the plan; fair market value of shares. Yes No
23. Has any employee pension benefit plan or pension plan invested in more than 10 percent of any entity (other than the **Insured Entity** or a pooled investment vehicle such as a mutual fund)? If "Yes", provide name of entity and amount of investment. Yes No
24. Has any **Employee Benefit Plan** loaned or pledged any **Employee Benefit Plan** assets to any party-in-interest (including the **Insured Entity**)? If "Yes", provide details by attachment. Yes No
25. Are any defined benefit plans under funded by more than 20 percent? If "Yes", provide details by attachment. Yes No
26. Are there any overdue employer contributions for any plan, or has any plan requested or contemplated filing a request for a waiver of contributions? If "Yes", provide plan name and amount of overdue contributions by attachment. Yes No
27. Within the last 3 years, has there been, or is there currently under consideration, any restructuring, termination or other similar transaction of any **Employee Benefit Plan**? If "Yes", provide details of the transaction by attachment. Yes No
28. If any of the following questions are answered "No", provide details by attachment.
- Are all **Employee Benefit Plans** compliant with the Health Insurance Portability and Accountability Act ("HIPAA")? Yes No
 - Does the plan sponsor comply with the summary plan description requirements under ERISA for all **Employee Benefit Plans**? Yes No
 - Do all employee pension benefit plans or pension plans have a written investment policy? Yes No
 - Are all employee pension benefit plan or pension plan assets managed by a third party investment manager? Yes No
 - Do the fiduciaries review the investment guidelines used by the investment managers at least annually? Yes No
 - Is the "fair market value" of all employee pension benefit plan or pension plan assets calculated at least annually? Yes No
29. During the last 5 years, has there been, or is there currently, any investigation by the IRS, Department of Labor ("DOL"), Pension Benefit Guarantee Corporation ("PBGC"), or any other state or federal agency of any **Employee Benefit Plan** or any current or former fiduciary of such **Employee Benefit Plan**? If "Yes", provide details by attachment. Yes No

Carolina Casualty Insurance Company

Litigation and Claim Information (Provide details to all "Yes" answers by attachment)

Directors, Officers and Corporate Liability Insurance Coverage Section only:

30. During the last 5 years, has the **Insured Entity** or any of the **Insured Persons** received any written demands for monetary or non-monetary relief, been involved in, or had any knowledge of any civil or criminal action, administrative or arbitration proceeding, including both domestic or foreign equivalents, involving:
- (a) any intellectual property disputes, including Copyright, Patent, or Trademark Laws? Yes No
 - (b) any alleged violation of any Federal or State Security Law or Regulation? Yes No
 - (c) any alleged violation of any Federal or State Anti-Trust or Fair Trade Law? Yes No
 - (d) any other allegations of violations of federal, state or local statute, regulation, ordinance or common law that would otherwise be within the scope of this proposed insurance? Yes No

Employment Practices Liability Insurance Coverage Section only:

31. During the last 5 years, has any **Insured** known of, or been involved in any lawsuit, charges, inquiries, investigations, grievances or other administrative hearings or proceedings before any of the following agencies and/or in any of the following forums, including both domestic or foreign equivalents?
- (a) National Labor Relations Board? Yes No
 - (b) Equal Employment Opportunity Commission? Yes No
 - (c) Office of Federal Contract Compliance Programs? Yes No
 - (d) U.S. Department of Labor? Yes No
 - (e) Any state or local government agency such as the Labor Department or fair employment agency? Yes No
 - (f) U.S. District or state court? Yes No
32. During the last 5 years, has any current or former **Employee** or third party made any **Claim**, or otherwise alleged discrimination, harassment, wrongful discharge and/or **Wrongful Acts** against any **Insured**? Yes No
- A **Claim** is not limited to the filing of a lawsuit or complaint with the Equal Employment Opportunity Commission or similar state or local agency. A **Claim** may also include a written demand by any current or former **Employee** seeking relief in connection with an employment-related dispute or grievance.

Fiduciary Liability Insurance Coverage Section only:

33. During the last 5 years, has any **Insured** been named as a party in any civil or criminal action, administrative, arbitration, regulatory or investigative proceeding, or received any other written demands for money or services that would be within the scope of this proposed insurance? Yes No

IF "YES" TO ANY PART OF QUESTIONS 30., 31., 32., OR 33., PROVIDE FULL DETAILS FOR EACH ALLEGATION, EVEN IF THE MATTER HAS SINCE BEEN SETTLED OR OTHERWISE RESOLVED, BY PROVIDING THE FOLLOWING INFORMATION BY ATTACHMENT:

- | | | | |
|----------------------------------|--|---------------------|--------------------|
| (a) Date Claim first made | (b) Claimant's Name | (c) Allegation | (d) Current Status |
| (e) Demand Amount | (f) Settlement (Indemnity) or Reserve Amount | (g) Attorney's fees | |

Documents Required (The following information must be submitted with the completed Proposal Form).

Directors, Officers and Corporate Liability Insurance Coverage Section only:

- Provide details to all "Yes" answers, when applicable, by attachment
- Most recent interim and annual financial statements (audited, if available)

Employment Practices Liability Insurance Coverage Section only:

- Provide details to all "Yes" answers, when applicable, by attachment

Fiduciary Liability Insurance Coverage Section only:

- Provide details to all "Yes" answers, when applicable, by attachment
- A copy of the most recent public accountant's audit report or IRS Form 5500 for each **Employee Benefit Plan**

Carolina Casualty Insurance Company

4600 Touchton Road East, Building 100, Suite 400, Jacksonville, FL 32246

Renewal Proposal Form

Management Liability Insurance

CLAIMS MADE WARNING FOR APPLICATION: This Proposal Form is for a Claims Made and Reported Policy, relating to claims made against the Insureds during the Policy Period or Extended Reporting Period, if applicable.

Whenever printed in this Proposal Form, the terms in boldface type shall have the same meanings as indicated in the Policy. This Proposal Form is to be completed with respect to the entire Insured Entity. **Insured Entity** as used herein is defined to include the **Named Insured** and any **Subsidiaries**.

Name of **Named Insured**

Street Address

Suite

City

County

State

Zip Code

Website Address (if applicable)

Federal Employer Identification Number (FEIN)

The Officer designated as agent of the **Insured Entity** and of all **Insureds** to receive any and all notices from the **Insurer** or their authorized representatives concerning this insurance:

Contact Name

Title

E-mail Address

Telephone Number

Fax Number

Producer Information

Submitted by (Agency Name)

Dated

Agent's Name (Individual's Name)

Agent's License Number

Coverage Section(s) Requested

Directors, Officers and Corporate Liability Insurance Coverage Section:

Yes No

Limit Requested: \$

Employment Practices Liability Insurance Coverage Section:

Yes No

Limit Requested: \$

Fiduciary Liability Insurance Coverage Section:

Yes No

Limit Requested: \$

Indicate the type of limit requested:

Combined Aggregate Limit of Liability for all Coverage Sections, or

Separate Aggregate Limit of Liability for each Coverage Section

General Information (Provide details to all "Yes" answers by attachment, when appropriate)

- (a) Form of organization:

<input type="checkbox"/> Cooperative	<input type="checkbox"/> Corporation	<input type="checkbox"/> Joint Venture*
<input type="checkbox"/> Limited Liability Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Partnership*
<input type="checkbox"/> Sole Proprietorship / Individual	<input type="checkbox"/> Other: _____	

*If a Partnership or Joint Venture, provide participation or ownership structure details by attachment.

(b) Type of organization:

<input type="checkbox"/> Manufacturing / Production	<input type="checkbox"/> Public Administration	<input type="checkbox"/> Retail Trade
<input type="checkbox"/> Service Industry	<input type="checkbox"/> Web Based	<input type="checkbox"/> Wholesale Distributing
 - The **Named Insured** has been in continuous operation since: _____
 - (a) What is the **Insured Entity's** Primary Standard Industrial Classification ("SIC") Code? _____

(b) Describe the **Insured Entity's** nature of operations: _____
 - Is the **Named Insured** or any **Subsidiary** publicly held or a public reporting company under the Securities Exchange Act of 1934? Yes No
 - Provide the following financial information with respect to the **Insured Entity**:
- | | | |
|------------------------|---|--------------------------------------|
| Assets (000): \$ _____ | Annual Revenues (000): \$ _____ | Total Number of Employees: _____ |
| Equity (000): \$ _____ | Operating Income / Loss (000): \$ _____ | Period Ending: _____ / _____ / _____ |
- (a) Is the **Insured Entity** currently in bankruptcy? Yes No

(b) Within the next 12 months, is the **Insured Entity** contemplating filing a petition for protection under the bankruptcy code? Yes No
 - (a) Within the last 12 months, has the **Insured Entity** had any **Subsidiary**, plant, facility, branch or office closings, consolidations or layoffs? Yes No

(b) Within the next 24 months, does the **Insured Entity** anticipate any **Subsidiary**, plant, facility, branch or office closings, consolidations or layoffs? Yes No
 - Within the last 12 months, has there been any change (resignations, departures, retirements, etc.) in the position of the Chairman of the Board, President, Chief Executive Officer or Chief Financial Officer? Yes No

Carolina Casualty Insurance Company

9. Provide the following information on all Subsidiaries of the Insured Entity. If "None", so state. None Domestic / Foreign

<u>Subsidiary Name</u>	<u>Nature of Business</u>	<u>Percent* Owned by the Insured Entity</u>	<u>Date Created or Acquired</u>	<u>Domestic / Foreign</u>
_____	_____	_____	_____	_____

*If Subsidiary is less than 100 percent owned, provide details to all minority owners, when applicable, by attachment.

IT IS UNDERSTOOD AND AGREED THAT COVERAGE IS NOT PROVIDED FOR SUBSIDIARIES IN QUESTION 9. UNLESS THE INFORMATION REQUESTED ABOVE IS PROVIDED.

Directors, Officers and Corporate Liability Insurance Coverage Section Information

10. (a) Indicate the percentage of shares or units owned directly and/or beneficially by the **Insured Persons**:
 100 percent 75 to 99 percent 50 to 74 percent Less than 50 percent

(b) Are all security holder(s) who own, or have the right to own, directly and/or beneficially, 25 percent or more of the **Insured Entity's** outstanding shares or units represented on the **Insured Entity's** Board of Directors or Board of Managers or are they Officers of the **Insured Entity**? If "No", provide name of security holder(s) and percent owned. Yes No

(c) Does any entity own, or have the right to own, directly and/or beneficially, more than 50 percent of the **Insured Entity's** outstanding shares or units? If "Yes", provide name of entity and percent owned. Yes No
 Name of entity: _____ Percent owned: _____ %

11. Within the last 18 months, has the **Insured Entity** been involved in, or is it presently considering, any sale of its stock (in excess of 10 percent of the total stock outstanding), repurchase of its stock, merger, consolidation, acquisition, tender offer, private placement, or divestment? If "Yes", provide details of the transaction by attachment. Yes No

12. Is the **Insured Entity** engaged in any of the following activities? If "None", so state. None

Captive Insurance Company operations Insurance Company operations
 Franchising Activities that fall under The Investment Company Act of 1940
 General Partnership operations Joint Venture(s)

Employment Practices Liability Insurance Coverage Section Information

13. Number of Full Time Part Time Leased Seasonal and/or Temporary Volunteers and/or Interns Independent Contractors Annual Turnover Rate
Employees:

Current Year:							
Last Year:							

14. Indicate which formal written policies and procedures have been implemented and attach a copy of each. If "None", so state. None

Employee Handbook / Manual Anti-Harassment Policy, including Employers with more than 50 Employees
 Anti-Discrimination Policy – Sexual Harassment Family Medical Leave Act
 Equal Employment Opportunity (EEO) Policy Adherence to Employment "at-will" relationship with all **Employees** California Employers Only
 California Family Rights Act

Fiduciary Liability Insurance Coverage Section Information

15. Provide the following information regarding each employee welfare benefit plan, employee pension benefit plan or pension plan, as defined by ERISA, (hereinafter referred to as **Employee Benefit Plan(s)**) which the **Insured Entity** maintains or to which it contributes.

<u>Name of Plan</u>	<u>Type of Plan*</u>	<u>Name of Plan Sponsor</u>	<u>Number of Plan Participants</u>	<u>Fair Market Value of Plan Assets</u>
_____	_____	_____	_____	_____

*Type of Plan: (DB)=Defined Benefit; (DC)=Defined Contribution; (ESOP)=Employee Stock Ownership Plan; (WB)=Health & Welfare Benefit; (MEP)=Multi Employer Plan or Multiple Employer Plan; (O)=Other

IT IS UNDERSTOOD AND AGREED THAT COVERAGE IS NOT PROVIDED FOR EMPLOYEE BENEFIT PLAN(S) IN QUESTION 16. FOR WHICH THE ABOVE INFORMATION IS INCOMPLETE OR NOT PROVIDED.

16. Has any employee pension benefit plan or pension plan invested in securities of the **Insured Entity**? If "Yes", provide the following details by attachment: number of shares; cost of shares to the plan; fair market value of shares. Yes No

17. Has any **Employee Benefit Plan** loaned or pledged any **Employee Benefit Plan** assets to any party-in-interest (including the **Insured Entity**)? If "Yes", provide details by attachment. Yes No

18. Are there any overdue employer contributions for any plan, or has any plan requested or contemplated filing a request for a waiver of contributions? If "Yes", provide plan name and amount of overdue contributions by attachment. Yes No

19. Within the last 3 years, has there been, or is there currently under consideration, any restructuring, termination or other similar transaction of any **Employee Benefit Plan**? If "Yes", provide details of the transaction by attachment. Yes No

20. If any of the following questions are answered "No", provide details by attachment.

(a) Are all **Employee Benefit Plans** compliant with the Health Insurance Portability and Accountability Act ("HIPAA")? Yes No

(b) Does the plan sponsor comply with the summary plan description requirements under ERISA for all **Employee Benefit Plans**? Yes No

(c) Do all employee pension benefit plans or pension plans have a written investment policy? Yes No

(d) Are all employee pension benefit plan or pension plan assets managed by a third party investment manager? Yes No

Carolina Casualty Insurance Company

- (e) Do the fiduciaries review the investment guidelines used by the investment managers at least annually? Yes No
- (f) Is the "fair market value" of all employee pension benefit plan or pension plan assets calculated at least annually? Yes No
21. During the last 5 years, has there been, or is there currently, any investigation by the IRS, Department of Labor ("DOL"), Pension Benefit Guarantee Corporation ("PBGC"), or any other state or federal agency of any **Employee Benefit Plan** or any current or former fiduciary of such **Employee Benefit Plan**? If "Yes", provide details by attachment. Yes No

Litigation and Claim Information (Provide details to all "Yes" answers by attachment)

Directors, Officers and Corporate Liability Insurance Coverage Section only:

22. During the last 5 years, has the **Insured Entity** or any of the **Insured Persons** received any written demands for monetary or non-monetary relief, been involved in, or had any knowledge of any civil or criminal action, administrative or arbitration proceeding, including both domestic or foreign equivalents, involving:
- (a) any intellectual property disputes, including Copyright, Patent, or Trademark Laws? Yes No
- (b) any alleged violation of any Federal or State Security Law or Regulation? Yes No
- (c) any alleged violation of any Federal or State Anti-Trust or Fair Trade Law? Yes No
- (d) any other allegations of violations of federal, state or local statute, regulation, ordinance or common law that would otherwise be within the scope of this proposed insurance? Yes No

Employment Practices Liability Insurance Coverage Section only:

23. During the last 5 years, has any **Insured** known of, or been involved in any lawsuit, charges, inquiries, investigations, grievances or other administrative hearings or proceedings before any of the following agencies and/or in any of the following forums, including both domestic or foreign equivalents?
- (a) National Labor Relations Board? Yes No
- (b) Equal Employment Opportunity Commission? Yes No
- (c) Office of Federal Contract Compliance Programs? Yes No
- (d) U.S. Department of Labor? Yes No
- (e) Any state or local government agency such as the Labor Department or fair employment agency? Yes No
- (f) U.S. District or state court? Yes No
24. During the last 5 years, has any current or former **Employee** or third party made any **Claim**, or otherwise alleged discrimination, harassment, wrongful discharge and/or **Wrongful Acts** against any **Insured**? Yes No
- A **Claim** is not limited to the filing of a lawsuit or complaint with the Equal Employment Opportunity Commission or similar state or local agency. A **Claim** may also include a written demand by any current or former **Employee** seeking relief in connection with an employment-related dispute or grievance.

Fiduciary Liability Insurance Coverage Section only:

25. During the last 5 years, has any **Insured** been named as a party in any civil or criminal action, administrative, arbitration, regulatory or investigative proceeding, or received any other written demands for money or services that would be within the scope of this proposed insurance? Yes No

IF "YES" TO ANY PART OF QUESTIONS 22., 23., 24., OR 25., PROVIDE FULL DETAILS FOR EACH ALLEGATION, EVEN IF THE MATTER HAS SINCE BEEN SETTLED OR OTHERWISE RESOLVED, BY PROVIDING THE FOLLOWING INFORMATION BY ATTACHMENT:

- | | | | |
|----------------------------------|--|---------------------|--------------------|
| (a) Date Claim first made | (b) Claimant's Name | (c) Allegation | (d) Current Status |
| (e) Demand Amount | (f) Settlement (Indemnity) or Reserve Amount | (g) Attorney's fees | |

Documents Required (The following information must be submitted with the completed Proposal Form).

- Provide details to all "Yes" answers, when applicable, by attachment
- Most recent interim and annual financial statements (audited, if available)
- A copy of the most recent public accountant's audit report or IRS Form 5500 for each **Employee Benefit Plan**, if applicable.

Carolina Casualty Insurance Company

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

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

NOTICE TO APPLICANTS OF MINNESOTA, NEW JERSEY, OHIO, AND OKLAHOMA: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUDS OR DECEIVES ANY INSURER OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, IS GUILTY OF A FELONY AND IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

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

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

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 NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

Please Read Carefully

The undersigned, acting on behalf of all **Insureds**, declare that the statements set forth herein are true and correct and that thorough efforts have been made to obtain sufficient information from each and every **Insured** proposed for this insurance to facilitate the proper and accurate completion of this Proposal Form.

The undersigned agree that the particulars and statements contained in the Proposal Form and any material submitted herewith are their representations and are the basis of the insurance contract. The undersigned further agree that the Proposal Form and any material submitted herewith shall be considered attached to and a part of the **Policy**. Any material submitted with the Proposal Form shall be maintained on file (either electronically or paper) with the **Insurer** and shall be deemed to be attached hereto as if physically attached.

It is further agreed that:

- if any significant change in the condition of the applicant is discovered between the date of this Proposal Form and the **Policy** inception date, which would render this Proposal Form inaccurate or incomplete, notice of such change will be reported in writing to the **Insurer** immediately;
- the information contained in this Proposal Form shall not be used by the **Insureds** as notice, nor will the **Insurer** recognize and/or accept the information contained herein as notice, as provided for in section VII. of the Common Policy Terms and Conditions Section of this **Policy**;
- any **Policy**, if issued, will be in reliance upon the truth of such representations; provided, however, with respect to such statements and representations, no knowledge or information possessed by any **Insureds** shall be imputed to any other **Insureds**. If any person or persons knew as of the **Policy** inception date that such declarations and statements contained in the Proposal Form(s) were untrue, inaccurate or incomplete, then this **Policy** will be void as to that person or persons. However, if the Chairperson of the Board of Directors, President, Chief Executive Officer, or Chief Financial Officer of the **Insured Entity** knew as of the **Policy** inception date that such declarations and statements contained in the Proposal Form(s) were untrue, inaccurate or incomplete, then this **Policy** will be void as to that person or persons and the **Insured Entity**;
- this Proposal Form has been completed as respects the entire **Insured Entity**;
- the signing of this Proposal Form does not bind the undersigned to purchase the insurance.

Dated

President, Chief Executive Officer, Chief Financial Officer, or equivalent position (Signature)

Title

President, Chief Executive Officer, Chief Financial Officer, or equivalent position (Print Name)

Dated

Human Resources Manager, or equivalent position (Signature)

This Carolina Casualty Insurance Company Proposal Form, including any material submitted herewith, shall be held in strictest confidence.

A POLICY CANNOT BE ISSUED UNLESS THE PROPOSAL FORM IS PROPERLY SIGNED AND DATED.

Please submit this Proposal Form including appropriate documentation to:

Monitor Liability Managers, Inc., 2850 West Golf Road, Suite 800, Rolling Meadows, IL 60008-4039

Carolina Casualty Insurance Company

4600 Touchton Road East, Building 100, Suite 400, Jacksonville, FL 32246

Kidnap Expense Supplemental Form

Management Liability Insurance

CLAIMS MADE WARNING FOR APPLICATION

THIS PROPOSAL FORM IS FOR A CLAIMS MADE AND REPORTED POLICY, RELATING TO CLAIMS MADE AGAINST THE INSUREDS DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD THAT MAY APPLY.

Whenever printed in this Supplement Form, the terms in boldface type shall have the same meanings as indicated in the **Policy**. This Supplement Form is to be completed with respect to the entire Insured Entity. **Insured Entity** as used herein is defined to include the **Named Insured** and any **Subsidiaries**.

Name of **Named Insured**

Kidnap Expense Information

1. Provide the following information regarding the **Insured Entity's** foreign travel.

<u>Country Visited</u>	<u>Number of Trips Annually</u>	<u>Average length of Stay</u>	<u>Number of Employees</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

2. Complete the following information regarding the **Insured Entity's** locations outside the continental U.S.:

<u>Number of Locations</u>	<u>Country</u>	<u>Number of Employees</u>
# _____	_____	# _____
# _____	_____	# _____
# _____	_____	# _____
# _____	_____	# _____

3. Kidnap Expense Limit Requested: \$ _____

Please Read Carefully

I understand that the information submitted herein becomes a part of the **Insured Entity's** Management Liability Insurance Proposal Form and is subject to the same representations and conditions.

Dated President, Chief Executive Officer, Chief Financial Officer, or equivalent position (Signature)

Title President, Chief Executive Officer, Chief Financial Officer, or equivalent position (Print Name)

This Carolina Casualty Insurance Company Proposal Form, including any material submitted herewith, shall be held in strictest confidence.

A POLICY CANNOT BE ISSUED UNLESS THE PROPOSAL FORM IS PROPERLY SIGNED AND DATED.

Please submit this Proposal Form including appropriate documentation to:
Monitor Liability Managers, Inc., 2850 West Golf Road, Suite 800, Rolling Meadows, IL 60008-4039

Carolina Casualty Insurance Company

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

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

NOTICE TO APPLICANTS OF MINNESOTA, NEW JERSEY, OHIO, AND OKLAHOMA: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUDS OR DECEIVES ANY INSURER OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, IS GUILTY OF A FELONY AND IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

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

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

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 NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

<i>SERFF Tracking Number:</i>	<i>MNLM-125709048</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Carolina Casualty Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>MLI-050108-F</i>		
<i>TOI:</i>	<i>17.1 Other Liability - Claims Made Only</i>	<i>Sub-TOI:</i>	<i>17.1022 Other</i>
<i>Product Name:</i>	<i>Management Liability</i>		
<i>Project Name/Number:</i>	<i>ML 26300 (12-05)/05-08 Revision</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: MNLM-125709048 State: Arkansas
Filing Company: Carolina Casualty Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: MLI-050108-F
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1022 Other
Product Name: Management Liability
Project Name/Number: ML 26300 (12-05)/05-08 Revision

Supporting Document Schedules

Review Status:
Satisfied -Name: Uniform Transmittal Document-Property & Casualty 06/24/2008

Comments:

Attachment:

Transmittal PC TD-1 1-07 BR.pdf

Review Status:
Satisfied -Name: Filing memo 08/19/2008

Comments:

Attachment:

Filing Memo Forms.pdf

Review Status:
Satisfied -Name: Authorization 08/19/2008

Comments:

Attachment:

Authorization Letter.pdf

Review Status:
Satisfied -Name: Forms List 08/19/2008

Comments:

Attachment:

Forms 0508.pdf

Review Status:
Satisfied -Name: Forms Schedule 08/19/2008

Comments:

Attachment:

Form Filing Schedule PC FFS-1 1.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #
W.R. Berkley Corporation	098

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Carolina Casualty Insurance Company	Florida	10510	59-0733942	

5. Company Tracking Number	MLI-050108-F
-----------------------------------	--------------

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

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Beth Richards Monitor Liability Managers, Inc. 2850 W. Golf Road, Ste. 800 Rolling Meadows, IL 60008	Senior Compliance Analyst	800-446-2100, x 568	847-806-6590	brichards@monitorliability.com

7. Signature of authorized filer	<i>Beth Richards</i>
8. Please print name of authorized filer	Beth Richards

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

9. Type of Insurance (TOI)	17.1000 - Other Liability - Claims Made
10. Sub-Type of Insurance (Sub-TOI)	17.1022 - Other Liability - Claims Made, Other Professional Liability
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Management Liability Insurance
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: Upon Approval Renewal: Upon Approval
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	8/19/08
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

**CAROLINA CASUALTY INSURANCE COMPANY
MANAGEMENT LIABILITY PROGRAM
05-08 RATE/RULE & FORM REVISION**

FILING MEMORANDUM

Carolina Casualty Insurance Company currently has on file with your Department its program for Management Liability Insurance. At this time, we wish to amend our program through this submission, which consists of the following:

FORMS:

- 22 new endorsements have been added.
- 5 previously approved endorsements have been revised.
- 1 new proposal form has been added.
- 4 previously approved proposal forms have been revised.

All forms included with this submission are new or will replace all forms previously acknowledged by your Department, with exception of the proposal (application) forms, which we would like to keep available as a convenience for our agents.

RATES/RULES:

Please note the related rates/rules are being submitted simultaneously under separate cover.



Filing Authorization Letter

June 17, 2008

RE: Carolina Casualty Insurance Company, NAIC 10510, FEIN 59-0733942
Filing Authorization: Monitor Liability Managers, Inc.

Dear Commissioner:

The purpose of this letter is to authorize Monitor Liability Managers, Inc. (“Monitor”) to submit filings for Professional Liability Insurance on behalf of Carolina Casualty Insurance Company.

By way of explanation, we would like to provide background as to the relationship between these two companies. Both Monitor Liability Managers, Inc. and Carolina Casualty Insurance Company are subsidiaries of the W.R. Berkley Corporation, an insurance holding company with insurance company subsidiaries operating throughout the United States. Monitor acts as an underwriting manager on behalf of certain insurance companies within the W.R. Berkley organization, including Carolina Casualty Insurance Company. Monitor has full underwriting and claims settlement authority and is responsible for Professional Liability Insurance product development.

An integral part of Monitor’s strategic marketing plan is to make all of its products available in the admitted market through Carolina Casualty Insurance Company. Carolina Casualty already has filings in place, in most states, for the Directors’ and Officers’ Program, the Lawyers’ Professional Liability Program, Excess Professional Liability, Management Liability, Employment Liability Practices and Non-Profit Organization Liability.

To facilitate and streamline current and future filing activities, Carolina Casualty Insurance Company is hereby extending authority to Monitor Liability Managers, Inc. to make Professional Liability filings on its behalf.

Any and all questions regarding Professional Liability submissions should be directed to:

Ms. Penelope Kilberry, CPCU, CPIW, AIS
Assistant Vice President
Regulatory Compliance
Monitor Liability Managers, Inc.
2850 West Golf Road, Suite 800
Rolling Meadows, IL 60008
847.806.6590, ext. 570

In addition to Penny Kilberry, Sandra L. Baggio, Senior Compliance Analyst, and Beth Richards, Senior Compliance Analyst, are authorized to submit filings on our behalf. Douglas J. Powers, CPCU, Assistant Secretary of Carolina Casualty Insurance Company will execute all documents requiring an officer's signature.

If you have questions regarding this authorization, please call Penny Kilberry at 1.800.446.2100, ext. 570, send an e-mail to pkilberry@monitorliability.com or write to Ms. Kilberry at 2850 West Golf Road, Suite 800, Rolling Meadows, IL 60008.

Sincerely,



Douglas J. Powers, CPCU
Assistant Secretary
Carolina Casualty Insurance Company
1.800.446.2100, ext. 508

CAROLINA CASUALTY INSURANCE COMPANY
MANAGEMENT LIABILITY INSURANCE PROGRAM – ML 26300(12-05) – 05-08 SECONDARY FILING
22 New Endorsements; 5 Revised Endorsements; 1 New Proposal Form; 4 Revised Proposal Forms

SCHEDULE OF FORMS

NUMBER	TITLE	DESCRIPTION	BROADEN	RESTRICT	CLARIFY
1.	CT 261011 (09-07)	Addition to Section I. Difference in Conditions Endorsement			X
2.	CT 261116 (01-08)	<<insert Association name here>> Endorsement Directors, Officers and Corporate Liability Insurance Enhancements	X		
3.	CT 261117 (05-08)	Layline Risk Management Partners Endorsement Directors, Officers and Corporate Liability Insurance Enhancements	X		
4.	CT 261118 (01-08)	Oakbridge Insurance Services Endorsement Directors, Officers and Corporate Liability Insurance Enhancements	X		
5.	CT 261120 (02-08)	Hylant Group Endorsement Directors, Officers and Corporate Liability Insurance Enhancements	X		
6.	CT 264308 (rev. 04-08)	Addition to Section IV. Modified Known Wrongful Act Exclusion		X	
7.	CT 264359 (02-08)	Addition to Section IV. Sub-Prime Mortgage Loan Exclusion		X	
8.	CT 265014 (rev. 09-07)	Addition to Section V. Waiver of Deductible if No Liability			X
9.	CT 268017 (04-08)	Addition to Section VIII. State Amendatory Inconsistency Wording			X
10.	CT 268035 (04-08)	Addition to Section VIII. B. Absolute Non-Rescindable Endorsement	X		
11.	CT 268061 (04-08)	Modification to Section VIII. E. Subrogation with Final Adjudication Wording	X		
12.	EPL 261116 (01-08)	<<insert Association name here>> Endorsement Employment Practices Liability Insurance Enhancements	X		
13.	EPL 261117 (05-08)	Layline Risk Management Partners Endorsement Employment Practices Liability Insurance	X		

CAROLINA CASUALTY INSURANCE COMPANY
MANAGEMENT LIABILITY INSURANCE PROGRAM – ML 26300(12-05) – 05-08 SECONDARY FILING
22 New Endorsements; 5 Revised Endorsements; 1 New Proposal Form; 4 Revised Proposal Forms

SCHEDULE OF FORMS

NUMBER		TITLE	DESCRIPTION	BROADEN	RESTRICT	CLARIFY
		Enhancements	to the Agency named, only for the Employment Practices Liability Insurance section.			
14.	EPL 261118 (01-08)	Oakbridge Insurance Services Endorsement Employment Practices Liability Insurance Enhancements	New endorsement used to tailor the standard policy to provide specific enhancements for Insureds according to the Agency named, only for the Employment Practices Liability Insurance section.	X		
15.	EPL 261120 (02-08)	Hylant Group Endorsement Employment Practices Liability Insurance Enhancements	New endorsement used to tailor the standard policy to provide specific enhancements for Insureds according to the Agency named, only for the Employment Practices Liability Insurance section.	X		
16.	EPL 264042 (07-07)	Modification to Section IV. C. Breach of Contract Exclusion with Costs of Defense	New endorsement used to tailor the standard policy to provide Costs of Defense for a Breach of Contract situation in an Employment matter.	X		
17.	EPL 264308 (rev. 04-08)	Addition to Section IV. Modified Known Wrongful Act Exclusion	Revised endorsement due to language that was removed from the body of this form incorrectly in the last filing.		X	
18.	FL 261118 (01-08)	Oakbridge Insurance Services Endorsement Fiduciary Liability Insurance Enhancements	New endorsement used to tailor the standard policy to provide specific enhancements for Insureds according to the Agency named, only for the Fiduciary Liability Insurance section.	X		
19.	FL 264308 (rev. 04-08)	Addition to Section IV. Modified Known Wrongful Act Exclusion	Revised endorsement due to language that was removed from the body of this form incorrectly in the last filing.		X	
20.	ML 261034 (04-08)	Addition to Section I. Insuring Agreements Investigation Costs Coverage for Shareholder Derivative Investigation(s)	New endorsement used to provide coverage, up to a designated amount, for costs associated with the investigation of a Shareholder Derivative Investigation. These costs are not covered by the standard policy; costs are only covered if the investigation becomes a Claim.	X		
21.	ML 261120 (02-08)	Identity Theft Expense Supplemental Coverage	New endorsement used to provide coverage for Identity Theft Expenses as defined in the endorsement up to \$10,000.	X		
22.	ML 261130 (02-08)	Kidnap Expense Supplemental Coverage	New endorsement used to provide coverage for Kidnap Expenses as defined in the endorsement up to \$50,000.	X		
23.	ML 263018 (04-08)	Addition to Section III. Extradition Coverage	New endorsement used to provide coverage to the Directors and Officers for any extradition proceedings, as defined in the endorsement.	X		
24.	ML 263025 (01-08)	Addition to Section III. A. Licensing Investigation Coverage with Sub-Limit	New endorsement to provide coverage, up to a designated amount, for costs associated with the investigation of an Insured Person by a state health care licensing board or professional agency.	X		

CAROLINA CASUALTY INSURANCE COMPANY
MANAGEMENT LIABILITY INSURANCE PROGRAM – ML 26300(12-05) – 05-08 SECONDARY FILING
22 New Endorsements; 5 Revised Endorsements; 1 New Proposal Form; 4 Revised Proposal Forms

SCHEDULE OF FORMS

NUMBER		TITLE	DESCRIPTION	BROADEN	RESTRICT	CLARIFY
25.	ML 263045 (11-07)	Modification to Section III. C. Defense Costs for Inadequate Pricing of Securities	New endorsement used to tailor the standard policy to provide Costs of Defense for an allegation that the Insured Entity paid an inadequate price or consideration for the purchase of its own securities.	X		
26.	ML 263068 (01-08)	Addition to Section III. E. Addition of All Employee Coverage	New endorsement used to tailor the standard policy to provide coverage under the D&O section for employees of the Insured Entity, in addition to the Directors and Officers.	X		
27.	ML 264308 (rev. 04-08)	Addition to Section IV. Modified Known Wrongful Act Exclusion	Revised endorsement due to language that was removed from the body of this form incorrectly in the last filing.		X	
28.	ML 26500 (rev. 05-08)	Management Liability Proposal Form	This is a Management Liability Insurance application for insurance. This proposal form is utilized for first-time buyers. Revised to streamline.			X
29.	ML 26505 (rev. 05-08)	Management Liability Proposal Form	This is a Management Liability Insurance application for insurance. This proposal form is utilized for first-time buyers. Revised to streamline.			X
30.	ML 26510 (rev. 05-08)	Management Liability Proposal Form	This is a Management Liability Insurance renewal application for insurance. This proposal form is utilized for renewing buyers. Revised to streamline.			X
31.	ML 26515 (rev. 05-08)	Management Liability Proposal Form	This is a Management Liability Insurance renewal application for insurance. This proposal form is utilized for renewing buyers. Revised to streamline.			X
32.	ML 26800 (02-08)	Management Liability Insurance Kidnap Expense Supplemental Form	This is a new proposal form to provide Kidnap Expense.			X

FORM FILING SCHEDULE

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

1.	This filing transmittal is part of Company Tracking #	MLI-050108-F
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	MLI-050108-R

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
1.	Addition to Section I. Difference in Conditions Endorsement	CT 261011 (09-07)	[X] New [] Replacement [] Withdrawn		
2.	<<insert Association name here>> Endorsement Directors, Officers and Corporate Liability Insurance Enhancements	CT 261116 (01-08)	[X] New [] Replacement [] Withdrawn		
3.	Layline Risk Management Partners Endorsement Directors, Officers and Corporate Liability Insurance Enhancements	CT 261117 (05-08)	[X] New [] Replacement [] Withdrawn		
4.	Oakbridge Insurance Services Endorsement Directors, Officers and Corporate Liability Insurance Enhancements	CT 261118 (01-08)	[X] New [] Replacement [] Withdrawn		
5.	Hylant Group Endorsement Directors, Officers and Corporate Liability Insurance Enhancements	CT 261120 (02-08)	[X] New [] Replacement [] Withdrawn		
6.	Addition to Section IV. Modified Known Wrongful Act Exclusion	CT 264308 (rev. 04-08)	[] New [X] Replacement [] Withdrawn	CT 264308 (rev. 09-06)	
7.	Addition to Section IV. Sub-Prime Mortgage Loan Exclusion	CT 264359 (02-08)	[X] New [] Replacement [] Withdrawn		
8.	Addition to Section V. Waiver of Deductible if No Liability	CT 265014 (rev. 09-07)	[] New [X] Replacement [] Withdrawn	CT 265014 (12-05)	
9.	Addition to Section VIII. State Amendatory Inconsistency Wording	CT 268017 (04-08)	[X] New [] Replacement [] Withdrawn		
10.	Addition to Section VIII. B. Absolute Non-Rescindable Endorsement	CT 268035 (04-08)	[X] New [] Replacement [] Withdrawn		
11.	Modification to Section VIII. E. Subrogation with Final Adjudication Wording	CT 268061 (04-08)	[X] New [] Replacement [] Withdrawn		
12.	<<insert Association name here>> Endorsement Employment Practices Liability Insurance Enhancements	EPL 261116 (01-08)	[X] New [] Replacement [] Withdrawn		
13.	Layline Risk Management Partners Endorsement Employment Practices Liability Insurance Enhancements	EPL 261117 (05-08)	[X] New [] Replacement [] Withdrawn		
14.	Oakbridge Insurance Services Endorsement Employment Practices Liability	EPL 261118 (01-08)	[X] New [] Replacement [] Withdrawn		

FORM FILING SCHEDULE

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

1.	This filing transmittal is part of Company Tracking #	MLI-050108-F
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	MLI-050108-R

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
	Insurance Enhancements				
15.	Hylant Group Endorsement Employment Practices Liability Insurance Enhancements	EPL 261120 (02-08)	[X] New [] Replacement [] Withdrawn		
16.	Modification to Section IV. C. Breach of Contract Exclusion with Costs of Defense	EPL 264042 (07-07)	[X] New [] Replacement [] Withdrawn		
17.	Addition to Section IV. Modified Known Wrongful Act Exclusion	EPL 264308 (rev. 04- 08)	[] New [X] Replacement [] Withdrawn	EPL 264308 (rev. 09-06)	
18.	Oakbridge Insurance Services Endorsement Fiduciary Liability Insurance Enhancements	FL 261118 (01-08)	[X] New [] Replacement [] Withdrawn		
19.	Addition to Section IV. Modified Known Wrongful Act Exclusion	FL 264308 (rev. 04- 08)	[] New [X] Replacement [] Withdrawn	FL 264308 (rev. 09-06)	
20.	Addition to Section I. Insuring Agreements Investigation Costs Coverage for Shareholder Derivative Investigation(s)	ML 261034 (04-08)	[X] New [] Replacement [] Withdrawn		
21.	Identity Theft Expense Supplemental Coverage	ML 261120 (02-08)	[X] New [] Replacement [] Withdrawn		
22.	Kidnap Expense Supplemental Coverage	ML 261130 (02-08)	[X] New [] Replacement [] Withdrawn		
23.	Addition to Section III. Extradition Coverage	ML 263018 (04-08)	[X] New [] Replacement [] Withdrawn		
24.	Addition to Section III. A. Licensing Investigation Coverage with Sub-Limit	ML 263025 (01-08)	[X] New [] Replacement [] Withdrawn		
25.	Modification to Section III. C. Defense Costs for Inadequate Pricing of Securities	ML 263045 (11-07)	[X] New [] Replacement [] Withdrawn		
26.	Addition to Section III. E. Addition of All Employee Coverage	ML 263068 (01-08)	[X] New [] Replacement [] Withdrawn		
27.	Addition to Section IV. Modified Known Wrongful Act Exclusion	ML 264308 (rev. 04- 08)	[] New [X] Replacement [] Withdrawn	ML 264308 (rev. 09-06)	
28.	Management Liability Proposal Form	ML 26500 (rev. 05- 08)	[] New [X] Replacement [] Withdrawn	ML 26500 (rev. 09-06)	
29.	Management Liability Proposal Form	ML 26505 (rev. 05- 08)	[] New [X] Replacement [] Withdrawn	ML 26505 (rev. 01-01)	

FORM FILING SCHEDULE

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

1.	This filing transmittal is part of Company Tracking #	MLI-050108-F
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	MLI-050108-R

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
30.	Management Liability Proposal Form	ML 26510 (rev. 05-08)	[] New [X] Replacement [] Withdrawn	ML 26510 (rev. 01-05)	
31.	Management Liability Proposal Form	ML 26515 (rev. 05-08)	[] New [X] Replacement [] Withdrawn	ML 26515 (rev. 01-05)	
32.	Management Liability Insurance Kidnap Expense Supplemental Form	ML 26800 (02-08)	[X] New [] Replacement [] Withdrawn		