

SERFF Tracking Number: XLAM-125744799 State: Arkansas  
 Filing Company: XL Specialty Insurance Company State Tracking Number: EFT \$50  
 Company Tracking Number: 08SD-XD-DP07-MU-AR  
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability  
 Product Name: Architects, Engineers, Consultants  
 Project Name/Number: Architects & Engineers E&O Additional Endorsements/08-SD-XD-DP07-MU-AR

## Filing at a Glance

Company: XL Specialty Insurance Company

Product Name: Architects, Engineers, Consultants

TOI: 17.0 Other Liability - Claims Made/Occurrence

Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Filing Type: Form

SERFF Tr Num: XLAM-125744799 State: Arkansas

SERFF Status: Closed

State Tr Num: EFT \$50

Co Tr Num: 08SD-XD-DP07-MU-AR

State Status: Fees verified and received

Co Status:

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

Author: Jill Kelly

Disposition Date: 08/06/2008

Date Submitted: 07/23/2008

Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date (New):

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal):

State Filing Description:

## General Information

Project Name: Architects & Engineers E&O Additional Endorsements

Status of Filing in Domicile: Pending

Project Number: 08-SD-XD-DP07-MU-AR

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 08/06/2008

State Status Changed: 08/06/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

XL Specialty Insurance Company is filing two optional endorsements to replace recently approved PLP 190 (05/08) and PELP 190 (05/08) due to a form numbering issue. The content of the endorsements have not changed except for a minor correction on PELP 194.

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PLP 190 (05/08) Dispute Resolution and Mitigation Deductible Credit  
 Replaced by  
 PLP 194 (07/08) Dispute Resolution and Mitigation Deductible Credit

PELP 190 (05/08) Dispute Resolution and Mitigation Deductible Credit  
 Replaced by  
 PELP 194 (07/08) Dispute Resolution and Mitigation Deductible Credit

We propose an effective date of August 1, 2008 or upon your approval.

## Company and Contact

### Filing Contact Information

Jill Kelly, State Filings Analyst Jill.Kelly@xlgroup.com  
 1201 North Market Street, Suite 501 (302) 661-7090 [Phone]  
 Wilmington, DE 19801 (302) 778-4190[FAX]

### Filing Company Information

XL Specialty Insurance Company CoCode: 37885 State of Domicile: Delaware  
 1201 N. Market Street Group Code: 1285 Company Type:  
 Suite 501  
 Wilmington, DE 19801 Group Name: State ID Number:  
 (800) 394-3909 ext. [Phone] FEIN Number: 85-0277191  
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## Filing Fees

Fee Required? No  
 Retaliatory? No  
 Fee Explanation:  
 Per Company: No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
XL Specialty Insurance Company	\$50.00	07/23/2008	21555928

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	08/06/2008	08/06/2008

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## Disposition

Disposition Date: 08/06/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Dispute Resolution and Mitigation Deductible Credit	Approved	Yes
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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Dispute Resolution and Mitigation Deductible Credit	PLP 194	(07/08)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 PLP 190 Previous Filing #: 08SD-XD-DP05-MU-AR		PLP 194 DRAM Credit Final Replaces 190- PLP.pdf
Approved	Dispute Resolution and Mitigation Deductible Credit	PELP 194	(07/08)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 PELP 190 Previous Filing #: 08SD-XD-DP05-MU-AR		PELP 194 0708 DRAM Credit Final - PELP.pdf

This endorsement, effective 12:01 a.m.,

forms a part of Policy

No.                      issued to                      by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **DISPUTE RESOLUTION and MITIGATION DEDUCTIBLE CREDIT**

It is agreed that Section VIII. DEFENSE, SETTLEMENT AND COOPERATION, paragraph E., is deleted in its entirety and replaced with the following:

E. 1. Mediation Credit

In the event the Company and the **INSURED** agree to use **MEDIATION** and in the event that a **CLAIM(S)** is resolved through the use of **MEDIATION**, the **INSURED's** Deductible amount, in regard to that **CLAIM(S)**, shall be reduced as follows:

- a. For a **CLAIM(S)** that is resolved through the use of **MEDIATION** within one (1) year following the date that the **CLAIM(S)** was first made against the **INSURED**, the **INSURED** will be given a credit or reimbursement for seventy-five percent (75%) of the Deductible amount owed or paid by the **INSURED**, but not to exceed a maximum credit or reimbursement of \$12,500.
- b. For a **CLAIM(S)** that is resolved through the use of **MEDIATION** subsequently, the **INSURED** will be given a credit or reimbursement for fifty percent (50%) of the Deductible amount owed or paid by the **INSURED**, but not to exceed a maximum credit or reimbursement of \$12,500.

2. Contractual Risk Management Practice Credit

In the event that a **CLAIM(S)** is resolved within one (1) year following the date that the **CLAIM(S)** was first made against the **INSURED**, and the **INSURED** can evidence that at least three (3) of the four (4) of the conditions contained in the definition of **CONTRACTUAL RISK MANAGEMENT PRACTICE(S)** were satisfied prior to the notice of a **CLAIM(S)** or **CIRCUMSTANCE(S)**, the **INSURED** will be given a credit or reimbursement for seventy-five percent (75%) of the Deductible amount owed or paid by the **INSURED**, but not to exceed a maximum credit or reimbursement of \$50,000.

If any **CLAIM(S)** is resolved subsequently, and the **INSURED** can evidence that at least three (3) of the four (4) of the conditions contained in the definition of **CONTRACTUAL RISK MANAGEMENT PRACTICE(S)** were satisfied prior to the notice of a **CLAIM(S)** or **CIRCUMSTANCE(S)**, the **INSURED** will be given a credit or reimbursement for fifty percent (50%) of the Deductible amount owed or paid by the **INSURED**, but not to exceed a maximum credit or reimbursement of \$35,000.

The deductible credits/reimbursements provided for in paragraphs E.1. and E.2., above, are not cumulative and may not be combined on the same **CLAIM(S)**.

Section III. DEFINITIONS, is amended by the following:

**N. CONTRACTUAL RISK MANAGEMENT PRACTICE** means that the **INSURED** entered into a written agreement to provide **PROFESSIONAL SERVICES**, which was signed and dated by all parties to the agreement prior to the date of any **CLAIM(S)** or **CIRCUMSTANCE(S)** arising out of the **INSURED's** performance of the **PROFESSIONAL SERVICES**, and satisfied the following conditions:

1. The written agreement contains an enforceable Limitation of Liability provision which limits the **INSURED'S** liability for **DAMAGES** and/or **CLAIMS EXPENSE** to less than \$ \_\_\_\_\_, or the Policy's each claim Limit of Liability, whichever is less;
2. The written agreement contains an enforceable mutual waiver of consequential damages provision;
3. The written agreement contains a dispute resolution provision that requires submission of any disputes between the parties to mediation;
4. The **INSURED** can document that:

It entered into a fully executed and dated written agreement with each of its sub-consultants prior to the sub-consultants' performance of contracted professional services,

or;

its sub-consultants had both Professional Liability and General Liability coverage in effect prior to the sub-consultant's performance of contracted professional services.

Section III. DEFINITIONS, paragraph L. VOLUNTARY MEDIATION, is deleted in its entirety and replaced with the following:

**L. MEDIATION** means the non-binding process by which a qualified, professional mediator mutually agreed upon by parties to a dispute intercedes with the intention to reconcile the parties to a resolution of a **CLAIM**, whether the parties voluntarily agree to mediate the dispute or are required by the Court to do so.

The Company reserves the right to request and examine all necessary agreements and documentation to determine eligibility of the Contractual Risk Management Practice Credit. Such determination shall be the exclusive right of the Company.

All other terms and conditions remain the same.

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(Authorized Representative)

This endorsement, effective 12:01 a.m.,

forms a part of Policy

No. issued to by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DISPUTE RESOLUTION and MITIGATION DEDUCTIBLE CREDIT**

It is agreed that Section VIII. DEFENSE, SETTLEMENT AND COOPERATION, paragraph E., is deleted in its entirety and replaced with the following:

E. 1. Mediation Credit

In the event the Company and the **INSURED** agree to use **MEDIATION** and in the event that a **CLAIM(S)** is resolved through the use of **MEDIATION**, the **INSURED's** Deductible amount, in regard to that **CLAIM(S)**, shall be reduced as follows:

- a. For a **CLAIM(S)** that is resolved through the use of **MEDIATION** within one (1) year following the date that the **CLAIM(S)** was first made against the **INSURED**, the **INSURED** will be given a credit or reimbursement for seventy-five percent (75%) of the Deductible amount owed or paid by the **INSURED**, but not to exceed a maximum credit or reimbursement of \$12,500.
- b. For a **CLAIM(S)** that is resolved through the use of **MEDIATION** subsequently, the **INSURED** will be given a credit or reimbursement for fifty percent (50%) of the Deductible amount owed or paid by the **INSURED**, but not to exceed a maximum credit or reimbursement of \$12,500.

2. Contractual Risk Management Practice Credit

In the event that a **CLAIM(S)** is resolved within one (1) year following the date that the **CLAIM(S)** was first made against the **INSURED**, and the **INSURED** can evidence that at least three (3) of the four (4) of the conditions contained in the definition of **CONTRACTUAL RISK MANAGEMENT PRACTICE(S)** were satisfied prior to the notice of a **CLAIM(S)** or **CIRCUMSTANCE(S)**, the **INSURED** will be given a credit or reimbursement for seventy-five percent (75%) of the Deductible amount owed or paid by the **INSURED**, but not to exceed a maximum credit or reimbursement of \$50,000.

If any **CLAIM(S)** is resolved subsequently, and the **INSURED** can evidence that at least three (3) of the four (4) of the conditions contained in the definition of **CONTRACTUAL RISK MANAGEMENT PRACTICE(S)** were satisfied prior to the notice of a **CLAIM(S)** or **CIRCUMSTANCE(S)**, the **INSURED** will be given a credit or reimbursement for fifty percent (50%) of the Deductible amount owed or paid by the **INSURED**, but not to exceed a maximum credit or reimbursement of \$35,000.

The deductible credits/reimbursements provided for in paragraphs E.1. and E.2., above, are not cumulative and may not be combined on the same **CLAIM(S)**.

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Section III. DEFINITIONS, is amended by the following:

**S. CONTRACTUAL RISK MANAGEMENT PRACTICE** means that the **INSURED** entered into a written agreement to provide **PROFESSIONAL SERVICES**, which was signed and dated by all parties to the agreement prior to the date of any **CLAIM(S)** or **CIRCUMSTANCE(S)** arising out of the **INSURED'S** performance of the **PROFESSIONAL SERVICES**, and satisfied the following conditions:

1. The written agreement contains an enforceable Limitation of Liability provision which limits the **INSURED'S** liability for **DAMAGES** and/or **CLAIMS EXPENSE** to less than \$\_\_\_\_\_, or the Policy's each claim Limit of Liability, whichever is less;
2. The written agreement contains an enforceable mutual waiver of consequential damages provision;
3. The written agreement contains a dispute resolution provision that requires submission of any disputes between the parties to mediation;
4. The **INSURED** can document that:

It entered into a fully executed and dated written agreement with each of its sub-consultants prior to the sub-consultants' performance of contracted professional services,

or;

its sub-consultants had both Professional Liability and General Liability coverage in effect prior to the sub-consultant's performance of contracted professional services.

Section III. DEFINITIONS, paragraph **Q. VOLUNTARY MEDIATION**, is deleted in its entirety and replaced with the following:

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**Q. MEDIATION** means the non-binding process by which a qualified, professional mediator mutually agreed upon by parties to a dispute intercedes with the intention to reconcile the parties to a resolution of a **CLAIM**, whether the parties voluntarily agree to mediate the dispute or are required by the Court to do so.

The Company reserves the right to request and examine all necessary agreements and documentation to determine eligibility of the Contractual Risk Management Practice Credit. Such determination shall be the exclusive right of the Company.

All other terms and conditions remain the same.

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## Rate Information

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## Supporting Document Schedules

**Review Status:**  
**Bypassed -Name:** Uniform Transmittal Document- Property & Casualty Approved 08/06/2008  
**Bypass Reason:** According to SERFF, this document is no longer necessary since the information is already included in the General Information and Form Schedule tab.  
**Comments:**