

SERFF Tracking Number: ACEH-125772718 State: Arkansas
Filing Company: ACE American Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: 08-PR-2007765 (F)
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
Product Name: 08-PR-2007765
Project Name/Number: Architects & Engineers Supplemental Endorsements & Rates/08-PR-2007765

Filing at a Glance

Company: ACE American Insurance Company

Product Name: 08-PR-2007765

TOI: 17.1 Other Liability - Claims Made Only

Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Filing Type: Form

SERFF Tr Num: ACEH-125772718 State: Arkansas

SERFF Status: Closed

Co Tr Num: 08-PR-2007765 (F)

Co Status:

Authors: Bob Wolfrom, Sharon

Yacuzzo, Mary Sindaco

Date Submitted: 08/25/2008

State Tr Num: EFT \$50

State Status: Fees verified and received

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

Disposition Date: 09/09/2008

Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date Requested (Renewal): On Approval

Effective Date (New):

Effective Date (Renewal):

State Filing Description:

General Information

Project Name: Architects & Engineers Supplemental Endorsements & Rates

Project Number: 08-PR-2007765

Reference Organization:

Reference Title:

Filing Status Changed: 09/09/2008

State Status Changed: 09/09/2008

Corresponding Filing Tracking Number:

Filing Description:

ACE American Insurance Company currently has forms, rates and rules on file with your department which are applicable to our Professional Liability Policy for Design Professionals. The purpose of this filing is to submit new and revised independent optional endorsements, and a new supplemental application, to be used with this policy.

Status of Filing in Domicile: Pending

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

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Forms and endorsements for this product were originally filed and approved under company filing number 03-PR-273 and further amended by 07-PR-233. Please refer to the attached Reference Filing Numbers exhibit for prior state filing numbers, if applicable.

The rules and rates for this were previously filed and approved under company filing number 07-PR-233 which superseded all previously filed rates and rules for this program. Please refer to the attached Reference Filing Numbers exhibit for prior state filing numbers, if applicable.

The majority of the endorsements included in this filing have no new rating impact. For those shown on the forms schedule as having rate impact we are introducing additional rules under Step 16 – Optional Coverages to support the introduction of these new optional premium bearing endorsements.

Company and Contact

Filing Contact Information

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

Filing Company Information

| | | |
|--------------------------------|-------------------------|---------------------------------|
| ACE American Insurance Company | CoCode: 22667 | State of Domicile: Pennsylvania |
| PO Box 1000 | Group Code: 626 | Company Type: |
| 436 Walnut Street | | |
| Philadelphia, PA 19106 | Group Name: | State ID Number: |
| (215) 640-5123 ext. [Phone] | FEIN Number: 95-2371728 | |
| | ----- | |

Filing Fees

| | |
|------------------|------------------------------------|
| Fee Required? | Yes |
| Fee Amount: | \$50.00 |
| Retaliatory? | No |
| Fee Explanation: | 1 form filing; 1 company @ \$50.00 |
| Per Company: | No |

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| COMPANY | AMOUNT | DATE PROCESSED | TRANSACTION # |
|--------------------------------|---------|----------------|---------------|
| ACE American Insurance Company | \$50.00 | 08/25/2008 | 22110131 |

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Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|----------|---------------|------------|----------------|
| Approved | Edith Roberts | 09/09/2008 | 09/09/2008 |

SERFF Tracking Number: ACEH-125772718 *State:* Arkansas
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Liability

Product Name: 08-PR-2007765
Project Name/Number: Architects & Engineers Supplemental Endorsements & Rates/08-PR-2007765

Disposition

Disposition Date: 09/09/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment: Approval is contingent upon compliance with AID Order 94-253 for risks of \$500,000 or greater and a signed acknowledgment by the insured, in order to comply with the requirements for exemption from defense outside the limit requirement of AR Code Anno. 23-79-307 (5) (A).

Rate data does NOT apply to filing.

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Product Name: 08-PR-2007765
 Project Name/Number: Architects & Engineers Supplemental Endorsements & Rates/08-PR-2007765

| Item Type | Item Name | Item Status | Public Access |
|---------------------|---|-------------|---------------|
| Supporting Document | Uniform Transmittal Document-Property & Casualty | Approved | Yes |
| Supporting Document | Supporting docs - FORMS | Approved | Yes |
| Form | Bodily Injury Exclusion Endorsement | Approved | Yes |
| Form | Property Damage Exclusion Endorsement | Approved | Yes |
| Form | Limits, Retention, and Retroactive Date Amended | Approved | Yes |
| Form | Wrongful Act Amended (Remove Pollution Incident) | Approved | Yes |
| Form | Insured, Insured Person, Retroactive Date Amended | Approved | Yes |
| Form | Privacy Liability, Data Breach Fund and Network Security Liability Coverage | Approved | Yes |
| Form | Additional Limits of Liability – Specified Client | Approved | Yes |
| Form | Legal Predecessor | Approved | Yes |
| Form | Exclusion H Amended | Approved | Yes |
| Form | ACE Advantage® Privacy & Network Security Supplemental Application | Approved | Yes |

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Form Schedule

| Review Status | Form Name | Form # | Edition Date | Form Type Action | Action Specific Data | Readability | Attachment |
|---------------|---|-----------|--------------|--------------------------------------|--|-------------|---|
| Approved | Bodily Injury Exclusion Endorsement | PF-14531a | 03/08 | Endorsement/Amendment/Conditions | Replaced Form #:0.00 PF-14531 (03/03) Previous Filing #: 07-PR-233 | | Bodily Injury Exclusion_P F14531a.pdf |
| Approved | Property Damage Exclusion Endorsement | PF-14532a | 03/08 | Endorsement/Amendment/Conditions | Replaced Form #:0.00 PF-14532 (03/03) Previous Filing #: 07-PR-233 | | Property Damage Exclusion_P F14532a.pdf |
| Approved | Limits, Retention, and Retroactive Date Amended | PF-23463 | 12/07 | Endorsement/New Amendment/Conditions | | 0.00 | Limits, Retention, Retro Date Amended_P F23463.pdf |
| Approved | Wrongful Act Amended (Remove Pollution Incident) | PF-24465 | 03/08 | Endorsement/New Amendment/Conditions | | 0.00 | Wrongful Act Amended (Remove Pollution Incident)_P F24465.pdf |
| Approved | Insured, Insured Person, Retroactive Date Amended | PF-24467a | 03/08 | Endorsement/New Amendment/Conditions | | 0.00 | Insured-Retroactive Date Amended_P F24467a.pdf |
| Approved | Privacy Liability, Data Breach Fund and Network Security Liability Coverage | PF-24475a | 06/08 | Endorsement/New Amendment/Conditions | | 0.00 | Privacy + Network Security Endorsement_P F24475a (06-08).pdf |
| Approved | Additional Limits of Liability – | PF-24703 | 03/08 | Endorsement/New Amendment | | 0.00 | Additional Limits of |

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| Specified Client | ent/Condi ons | Liability- Specific Client_PF24 703.pdf |
|--|---------------------------------------|--|
| Approved Legal Predecessor PF-24708 03/08 | Endorseme New nt/Amendm ent/Condi ons | 0.00 Legal Predecessor Defined_PF2 4708.pdf |
| Approved Exclusion H Amended PF-24967 05/08 | Endorseme New nt/Amendm ent/Condi ons | 0.00 Exclusion H Amended_P F24967.pdf |
| Approved ACE Advantage® Privacy & Network Security Supplemental Application PF-24976 05/08 | Endorseme New nt/Amendm ent/Condi ons | 0.00 Privacy + Network Security Suppl Application_ PF24976.pdf |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Bodily Injury Exclusion Endorsement

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

- alleging, based upon, arising out of, or attributable to **Bodily Injury**.

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

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Property Damage Exclusion Endorsement

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

- alleging, based upon, arising out of, or attributable to **Property Damage**.

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

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Limits, Retention, and Retroactive Date Amended

It is agreed that in consideration of the additional premium of \$_____, the **Policy** Declarations is amended as follows:

1. Items 3 and 4 are deleted in their entirety and the following is inserted:

Item 3. Limit of Liability (including **Defense Costs**)

| | |
|-------------------|------------------|
| <u>Each Claim</u> | <u>Aggregate</u> |
| \$ | \$ |

Item 4. Retention: \$

2. Solely with respect to that portion of the Aggregate Limit of Liability which is \$_____ excess of \$_____, Item 9 of the Declarations is deleted in its entirety and the following is inserted:

Item 9. **Retroactive Date:**

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

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Wrongful Act Amended (Remove Pollution Incident)

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

1. Section III, Definitions, subsection V, the definition of **Wrongful Act** is amended by deleting the following phrase:

“, or

2. a **Pollution Incident.**”

and inserting a period immediately after the phrase “**Professional Services**”.

2. Section IV, Exclusions, is amended by adding the following additional exclusion:
 - alleging, based upon, arising out of, or attributable to a **Pollution Incident.**

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

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Insured, Insured Person, Retroactive Date Amended

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

- Section, III, Definitions, subsection G, the definition of **Insured**, is amended by adding the following:

Insured also means the following listed entities:

Additional Insureds:

Retroactive Date:

- Solely with respect to the additional **Insureds** listed above in this endorsement, Item 9, **Retroactive Date** is deleted and a new **Retroactive Date** is inserted for each additional **Insured** respectively.

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

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Privacy Liability, Data Breach Fund and Network Security Liability Coverage

In consideration of the premium charged, it is agreed that the **Policy** is amended as follows:

I. Item 3 of the Declarations, Limit of Liability, is deleted in its entirety and replaced with the following:

Item 3. Limit of Liability (including **Defense Costs**)

A. Limit of Liability for Insuring Agreements Purchased (

| | Each Claim | Aggregate Limit |
|---|-------------------|-----------------|
| <input type="checkbox"/> 1. Design Professional Liability | \$ | \$ |
| <input type="checkbox"/> 2. Privacy Liability | \$ | \$ |
| <input type="checkbox"/> 3. Data Breach Fund | \$ | \$ |
| <input type="checkbox"/> 4. Network Security Liability | \$ | \$ |

B. **Regulatory Proceeding** Sub-Limit of Liability

\$

\$

C. Maximum **Policy** Aggregate Limit of Liability

\$

II. Item 4 of the Declarations, Retention, is deleted in its entirety and replaced with the following:

Item 4. Retention:

| | |
|-----|--|
| \$ | each Claim for Insuring Agreement 1 |
| \$ | each Claim for Insuring Agreement 2 |
| NIL | each Claim for Insuring Agreement 3 |
| \$ | each Claim for Insuring Agreement 4 |

III. Item 7 of the Declarations, Prior or Pending Proceeding Date, is deleted in its entirety and replaced with the following:

Item 7. Prior or Pending Proceeding Date:

Insuring Agreement

Prior or Pending Proceeding Date

1. Design Professional Liability
2. Privacy Liability
3. Data Breach Fund
4. **Network Security** Liability

IV. Item 9 of the Declarations, **Retroactive Date**, is deleted in its entirety and replaced with the following:

Item 9. **Retroactive Date:**

| Insuring Agreement | Retroactive Date |
|--------------------------------------|-------------------------|
| 1. Design Professional Liability | |
| 2. Privacy Liability | |
| 3. Data Breach Fund | |
| 4. Network Security Liability | |

V. Section I, Insuring Agreement, is deleted in its entirety and replaced with the following:

I. INSURING AGREEMENTS

1. Design Professional Liability

The **Insurer** shall pay the **Loss** of the **Insured** for which the **Insured** becomes legally obligated to pay by reason of a **Claim** first made against the **Insured** and reported to the **Insurer** during the **Policy Period** or, if elected, the applicable **Extended Reporting Period**, for any **Wrongful Acts**, as defined for this insuring agreement, taking place on or after the **Retroactive Date** and prior to the end of the **Policy Period**.

2. Privacy Liability

If Insuring Agreement 2 is purchased, the **Insurer** will pay the **Loss** of the **Insured** in excess of the Retention that the **Insured** shall become legally obligated to pay by reason of a **Claim** first made against the **Insured** and reported to the **Insurer** during the **Policy Period** for any **Wrongful Acts**, as defined for this insuring agreement, taking place on or after the **Retroactive Date** and prior to the end of the **Policy Period**.

3. Data Breach Fund

If Insuring Agreement 3 is purchased, the **Insurer** will pay **Data Breach Expenses** incurred by the **Insured** during the **Policy Period** by reason of a **Claim** reported to the **Insurer** for any **Wrongful Acts**, as defined for this insuring agreement, taking place on or after the **Retroactive Date** and prior to the end of the **Policy Period**.

4. **Network Security** Liability

If Insuring Agreement 4 is purchased, the **Insurer** will pay **Loss** of the **Insured** in excess of the Retention that the **Insured** becomes legally obligated to pay by reason of a **Claim** first made against the **Insured** and reported to the **Insurer** during the **Policy Period** for any **Wrongful Acts**, as defined for this insuring agreement, taking place on or subsequent to the **Retroactive Date** and before the end of the **Policy Period**.

VI. Section III, Definitions, is amended as follows:

A. Subsection B, the definition of **Bodily Injury**, is amended by adding the following:

However, **Bodily Injury** does not mean mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock resulting from a **Wrongful Act** for which coverage is provided under Section I, Insuring Agreement 2.

B. Subsection C, the definition of **Claim**, is deleted in its entirety and replaced with the following:

C. **Claim** means:

1. with respect to Insuring Agreements 1, 2 and 4:

- a written demand against any **Insured** for monetary damages or non-monetary or injunctive relief; or
- a civil proceeding against any **Insured** seeking monetary damages or non-monetary or injunctive relief, commenced by the service of a complaint or similar pleading, including any appeal therefrom.

2. solely with respect to Insuring Agreements 2 and 4, **Claim** also means:
 - a. an arbitration proceeding against any **Insured** for monetary damages, non-monetary damages or injunctive relief;
 - b. a **Regulatory Proceeding**;
 3. solely with respect to Insuring Agreement 3, Data Breach Fund, a written report by the **Insured** to the **Insurer** of an actual or alleged violation of any **Privacy Regulations** by the **Insured**; including any appeal therefrom.
- C. Subsection L, the definition of **Loss**, is amended by adding the following:
With respect to Insuring Agreements 2 and 4, **Loss** shall also include a **Consumer Redress Fund**.
- D. Subsection V, the definition of **Wrongful Act**, is deleted in its entirety and replaced with the following:
- V. **Wrongful Act** means any error, misstatement, misleading statement, act, omission, neglect, **Personal Injury** or breach of duty actually or allegedly committed or attempted by an **Insured** in his or her capacity as such:
 1. Solely with respect to Insuring Agreement 1, Design Professional Liability:
 - a. in the rendering or failure to render **Professional Services** by the **Insured** or by any other person for whom the **Insured** is legally liable, or
 - b. a **Pollution Incident**.
 2. Solely with respect to Insuring Agreement 2, Privacy Liability:
 - a. in the failure by the **Insured** or by an independent contractor for which the **Insured** is legally responsible to properly handle, manage, store, destroy or otherwise control:
 - i. **Personal Information** in any format; or
 - ii. third party corporate information in any format specifically identified as confidential and protected under a nondisclosure agreement or similar contract;
 - b. in an unintentional violation of the **Insured's** privacy policy that results in the violation of any **Privacy Regulation**.
 3. Solely with respect to Insuring Agreement 3, Data Breach Fund, in any actual or potential violation of any **Privacy Regulations** by the **Insured**.
 4. Solely with respect to Insuring Agreement 4, **Network Security** Liability, in a failure of **Network Security**, including such failure which results in a **Channel Attack**.
- E. Subsection W, the definition of **Wrongful Employment Practices**, subsections 10, 11, and 12 are deleted in their entirety and the following are added:
10. employment-related libel, slander, defamation or humiliation;
 11. employment-related invasion of privacy, except with respect to that part of any **Claim** arising out of the loss of **Personal Information** which is otherwise covered under Insuring Agreement 2 of this **Policy**;
 12. failure to grant tenure;
 13. employment-related wrongful infliction of emotional distress, except with respect to that part of any **Claim** arising out of the loss of **Personal Information** which is otherwise covered under Insuring Agreement 2 of this **Policy**; or
 14. actual or alleged discrimination, sexual harassment, or violation of a natural person's civil rights relating to such discrimination or sexual harassment, whether direct, indirect, intentional or unintentional.

F. The following definitions are added:

- **Channel Attack** means:
 1. the **Unauthorized Use** of or **Unauthorized Access** to the **Computer System** of a third party provided such **Unauthorized Use** or **Unauthorized Access** is attained through the **Insured's Computer System**;
 2. the participation by the **Insured's Computer System** in a **Denial of Service Attack** directed against the **Computer System** of a third party; or
 3. the transmission of **Malicious Code** from the **Insured's Computer System** to the **Computer System** of a third party.
- **Computer System** means computer hardware, software, and the data stored thereon, as well as associated input and output devices, data storage devices, networking equipment and electronic backup facilities.
- **Consumer Redress Fund** means a sum of money which the **Insured** is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a **Regulatory Proceeding**. **Consumer Redress Fund** shall not include any sums paid which constitute taxes, fines, penalties, injunctions or sanctions.
- **Crisis Management Expenses** means those reasonable and necessary legal expenses incurred by the **Insured** and approved by the **Insurer**:
 1. in retaining the services of:
 - a. a public relations firm,
 - b. a law firm, or
 - c. any other entity with the **Insurer's** prior written consent; and
 2. for advertising or related communications at the direction of the firms listed above,
solely for the purpose of restoring the **Insured's** reputation as a result of any actual or potential violation of any **Privacy Regulations**. **Crisis Management Expenses** shall not include **Notification Expenses** or any costs or expenses incurred by the **Insured** for credit monitoring services provided to any party.
- **Data Breach Expenses** means **Crisis Management Expenses**, **Forensic Expenses** and **Notifications Expenses**.
- **Denial of Service Attack** means an event that is caused by a third party's malicious activity which restricts or prevents access to an **Internet Website** or other network resource by other third parties authorized to gain access to that **Website** or resource.
- **Forensic Expenses** means those reasonable and necessary expenses incurred by the **Insured** and approved by the **Insurer** in retaining the services of a computer forensics firm to determine the scope of a failure of **Network Security** or wrongful disclosure of **Personal Information**.
- **Insured's Computer System** means a **Computer System**:
 1. leased, owned, or operated by the **Insured**; or
 2. operated for the benefit of the **Insured** by a third party service provider under written contract with the **Insured**.
- **Internet** means the worldwide public network of computers which enables the transmission of electronic data and which includes intranets, extranets and virtual private networks.
- **Malicious Code** means unauthorized, corrupting or harmful software code, including but not limited to computer viruses, Trojan horses, keystroke loggers, cookies, spyware, adware, worms and logic bombs.

- **Network Security** means those activities performed by the **Insured**, or by others on behalf of the **Insured**, to protect against **Unauthorized Access**, **Unauthorized Use** of, a **Denial of Service Attack** directed against, or transmission of **Malicious Code** to the **Insured's Computer System**.
- **Notification Expenses** means those reasonable and necessary expenses incurred by the **Insured** and approved by the **Insurer** to comply with **Privacy Regulations**, including but not limited to communications to and credit monitoring services for affected customers.
- **Personal Information** means an individual's name, social security number, medical or healthcare data, other protected health information, drivers license number, state identification number, credit card number, debit card number, address, telephone number, account number, account histories, passwords, or other nonpublic personal information as defined in **Privacy Regulations**. **Personal Information** shall not include information that is lawfully made available to the general public for any reason, including information from federal, state or local government records.
- **Privacy Regulations** means the following statutes and regulations associated with the care, custody, control or use of personally identifiable financial, medical or other sensitive information:
 1. Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191);
 2. Gramm-Leach-Bliley Act of 1999;
 3. the California Security Breach Notification Act (CA SB 1386);
 4. Section 5(a) of the Federal Trade Commission Act, 15 U.S.C. § 45(a), but solely for alleged violations of unfair or deceptive acts or practices in or affecting commerce; and
 5. other similar state and federal identity theft and privacy protection legislation that requires commercial entities that collect **Personal Information** to post privacy policies, adopt specific privacy controls, or notify individuals in the event that **Personal Information** has potentially been compromised.
- **Regulatory Proceeding** means a request for information, demand, suit, civil investigation or civil proceeding by or on behalf of a government agency, commenced by a service of a complaint or similar pleading and alleging the violation of **Privacy Regulations** as a result of the **Insured's Wrongful Act**, and which may reasonably be expected to give rise to a covered **Claim** under Insuring Agreements 2 or 4 of this **Policy**.
- **Unauthorized Access** means the gaining of access to a **Computer System** by an unauthorized person or persons, or by an authorized person or persons in an unauthorized manner.
- **Unauthorized Use** means the use of a **Computer System** by an unauthorized person or persons or an authorized person in an unauthorized manner.
- **Website** means the software, content and other materials accessible via the **Internet** at a designated Uniform Resource Locator address.

VII. Section IV, Exclusions, is amended as follows:

- A. Subsection E, the Fraud exclusion, is amended by adding the following:

Solely with respect to the applicability of this exclusion under Insuring Agreements 2 and 4, only facts pertaining to and knowledge possessed by any principal, partner, officer or director of an **Insured** shall be imputed to other **Insureds**.

- B. Subsection F, the **Insured vs. Insured** exclusion, is deleted in its entirety and replaced with the following:

F. **Insured vs. Insured**

brought or maintained by, on behalf of, or in the right of any **Insured** or any bankruptcy or insolvency trustee, receiver, examiner, liquidator or similar official for any **Insured**, in any respect and whether or not collusive. However, this exclusion shall not apply to:

1. any **Claim** brought or maintained by any **Insured Person** in the form of a cross-claim or a third-party claim for contribution or indemnity which is part of, and results directly from, a **Claim** that is covered by this **Policy**; or

2. **Wrongful Acts** expressly covered under Section I, Insuring Agreement 2.

C. The following exclusions are added:

- alleging, based upon, arising out of or attributable to the unauthorized collection of **Personal Information** by the **Insured**, including but not limited to the collection of **Personal Information** using cookies, spyware or other **Malicious Code** or the failure to provide adequate notice that such information is being collected. Solely with respect to the applicability of this exclusion under Insuring Agreements 2 and 4, only facts pertaining to and knowledge possessed by any principal, partner, officer or director of an **Insured** shall be imputed to other **Insureds**.
- alleging, based upon, arising out of or attributable to the **Insured's** intentional failure to disclose the loss of **Personal Information** in violation of any law or regulation. Solely with respect to the applicability of this exclusion under Insuring Agreements 2 and 4, only facts pertaining to and knowledge possessed by any principal, partner, officer or director of an **Insured** shall be imputed to other **Insureds**.
- alleging, based upon, arising out of or attributable to any unsolicited electronic dissemination of faxes, e-mails or other communications to multiple actual or prospective customers of the **Insured**, any subsidiary, or any other third party, including but not limited to actions brought under the Telephone Consumer Protection Act, any federal or state anti-spam statutes, and/or any other federal or state statute, law or regulation relating to a person's or entity's right of seclusion.
- alleging, based upon, arising out of or attributable to any electrical or mechanical failures or interruption, including but not limited to any electrical disturbance, surge, spike, brownout or blackout, and outages to gas, water, telephone, cable, satellite, telecommunications or other infrastructure.

However, this exclusion shall not apply to:

1. **Wrongful Acts** expressly covered under Section I, Insuring Agreement 1;
 2. failures, interruptions, disturbances or outages of telephone, cable or telecommunications infrastructure under the **Insured's** operational control which are a result of the **Insured's Wrongful Act** or a **Denial of Service Attack** directed against the **Insured's Computer System**.
- alleging, based upon, arising out of or attributable to any failure, interruption, or outage to **Internet** access service provided by the **Internet** service provider that hosts the **Insured's Website**, unless such infrastructure is under the **Insured's** operational control.
 - alleging, based upon, arising out of or attributable to war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), strike, lock-out, riot, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
 - alleging, based upon, arising out of or attributable to sections 605 and 616 of the Fair Credit Reporting Act, 15 U.S.C. § 1681 at seq., or any other similar federal or statutory provisions.

VIII. Section VIII, Limits of Liability, is deleted in its entirety and replaced with the following:

VIII. LIMITS OF LIABILITY

A. Limits of Liability for Insuring Agreements

1. With respect to Insuring Agreements 1, 2, and 4:
 - i. the Each **Claim** Limit of Liability stated in Item 3A of the Declarations for a purchased Insuring Agreement is the **Insurer's** maximum liability under that Insuring Agreement for the sum of all **Loss** because of each **Claim**, including each **Claim** alleging any **Interrelated Wrongful Acts** first made and reported during the **Policy Period**.
 - ii. the Aggregate Limit of Liability stated in Item 3A of the Declarations for a purchased Insuring Agreement is the **Insurer's** maximum liability under that Insuring Agreement for the sum of all **Loss** resulting from all **Claims**, including all **Claims** alleging any **Interrelated Wrongful Acts** first made and reported during the **Policy Period**.

- iii. Notwithstanding paragraphs i and ii of this subsection directly above:
 - a. the Each **Claim Regulatory Proceeding** Sub-Limit of Liability stated in Item 3B of the Declarations is the **Insurer's** maximum liability under Insuring Agreements 2 or 4 for the sum of all **Loss** incurred because of each **Regulatory Proceeding Claim**, including each **Claim** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**.
 - b. the Aggregate **Regulatory Proceeding** Sub-Limit of Liability stated in Item 3B of the Declarations is the **Insurer's** maximum liability under Insuring Agreements 2 or 4 for the sum of all **Loss** incurred because all **Regulatory Proceeding Claims** combined in the aggregate, including all **Claims** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**.
 - c. the **Regulatory Proceeding** Sub-Limit of Liability does not apply to any **Consumer Redress Fund** and shall be part of and not in addition to the otherwise applicable Each **Claim** and Aggregate Limits of Liability stated in Items 3A or 3C of the Declarations and will not increase the **Insurer's** Limit of Liability as provided therein.
- 2. With respect to insuring Agreement 3:
 - i. the Each **Claim** Limit of Liability as stated in Item 3A3 of the Declarations is the **Insurer's** maximum liability under Insuring Agreement 2 for the sum of all **Data Breach Expenses** because of each **Claim**, including each **Claim** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**.
 - ii. the Aggregate Limit of Liability stated in Item 3A3 of the Declarations is the **Insurer's** maximum liability under Insuring Agreement 2 for the sum of all **Data Breach Expenses** because of all **Claims** combined in the aggregate, including all **Claims** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**.
- 3. All **Claims** against one or more than one **Insured** and arising out of the same **Wrongful Act** and all **Interrelated Wrongful Acts** of the **Insureds** shall be deemed to be one **Claim**, and such **Claim** shall be deemed to be first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period**. All **Loss** and all **Data Breach Expenses** resulting from a single **Claim** shall be deemed a single **Loss**.
- 4. **Defense Costs** and **Data Breach Expenses** shall be part of and not in addition to the applicable Aggregate Limit of Liability stated in Item 3A or 3C of the Declarations, and shall reduce such applicable Aggregate Limit of Liability. If the applicable Limit of Liability is exhausted by payment of **Loss** or **Data Breach Expenses** or if the applicable limit of the **Named Insured's** liability has been deposited with or is subject to control of a court of competent jurisdiction, the obligations of the **Insurer** under this **Policy** shall be completely fulfilled and extinguished. The **Insurer** is entitled to pay **Loss** as they become due and payable by the **Insureds**, without consideration of other future payment obligations.
- B. The Maximum **Policy** Aggregate Limit of Liability stated in Item 3C of the Declarations is the **Insurer's** maximum liability under all Insuring Agreements purchased for the sum of all **Loss** and all **Data Breach Expenses** because of all **Claims** under this **Policy**.
- C. All **Claims** arising out of the same **Wrongful Act** and all **Interrelated Wrongful Acts** of the **Insureds** shall be deemed to be one **Claim**, and such **Claim** shall be deemed to be first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period**. All **Loss** and **Data Breach Expenses** resulting from a single **Claim** shall be deemed, respectively, a single **Loss** or **Data Breach Expense**.
- D. **Loss** and **Data Breach Expenses** shall be part of and not in addition to the applicable Limit(s) of Liability shown in Item 3 of the Declarations, and **Loss** and **Data Breach Expenses** shall reduce such Limit(s) of Liability. If the Limit(s) of Liability are exhausted by payment of **Loss** or **Data Breach Expenses**, the obligations of the **Insurer** under this **Policy** shall be completely fulfilled and extinguished.

IX. Section IX, Retentions, is deleted in its entirety and replaced with the following:

IX. RETENTIONS

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

X. Section XI, Defense and Settlement, is amended as follows:

A. Paragraph A is deleted in its entirety, replaced with the following:

- A. It shall be the right and duty of the **Insurer** to defend any **Claim**, except for a **Regulatory Proceeding**, even if the **Claim** is groundless, false or fraudulent. The **Insurer** shall have the right, but not the duty, to defend any **Regulatory Proceeding**. Defense counsel shall be designated by the **Insurer**, or designated by the **Insured** subject to the **Insurer's** defense counsel guidelines and written consent.

B. The following paragraphs are added:

- It is agreed that, unless otherwise noted in the **Policy**, the **Insured** has the right to incur **Data Breach Expenses** without the **Insurer's** prior written consent, however, the **Insurer** shall, at its sole discretion and in good faith, reimburse the **Insured** only for such expenses that the **Insurer** deems to be reasonable and necessary.
- The **Insurer** shall not be obligated to investigate, defend, pay or settle, or continue to investigate, defend, pay or settle any **Claim** after any applicable Limit of Liability specified in Item 3 of the Declarations has been exhausted by payment of **Loss** or **Data Breach Expenses**, or after the **Insurer** has deposited the remainder of any unexhausted applicable Limit of Liability into a court of competent jurisdiction. In either such case, the **Insurer** shall have the right to withdraw from the further investigation, defense, payment or settlement of such **Claim** by tendering control of such **Claim** to the **Insured**.

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

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Additional Limits of Liability – Specified Client

It is agreed that Item 3 of the Declarations is amended by adding the following:

In addition to and in excess of the Limits of Liability otherwise afforded by this Item 3, and subject to the same terms and conditions as set forth in this **Policy**, the following additional Limits of Liability are provided, but solely for **Claims** first made on or after the effective date of this endorsement and arising, in whole or in part, from **Professional Services** rendered to the following client listed below. The additional limits are available only upon complete exhaustion of the Limits of Liability otherwise provided in this **Policy**:

Client Name and Address:

Item 3. Limit of Liability (including **Defense Costs**):

| | |
|-------------------|------------------|
| <u>Each Claim</u> | <u>Aggregate</u> |
| \$ | \$ |

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

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Legal Predecessor

Section III, Definitions, subsection K, the definition of **Legal Predecessor** is amended by deleting the phrase “any prior entity” and inserting the following:

“any prior entity, including any entity that has legally changed its business name”

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

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Exclusion H Amended

It is agreed that IV, Exclusions, subsection H, the Mobile Vehicles exclusion, is amended by adding the following:

However, this exclusion shall not apply to **Pollution Incidents** arising from the ownership, maintenance, operation, use, loading or unloading of any watercraft, automobiles, motor vehicles, aircraft or mobile vehicles within the boundaries of a project jobsite.

All other terms and conditions remain unchanged.

Authorized Representative



ACE Advantage®

PRIVACY & NETWORK SECURITY

SUPPLEMENTAL APPLICATION

COMPLETE THIS APPLICATION ONLY IF REQUESTING COVERAGE FOR PRIVACY LIABILITY AND/OR NETWORK SECURITY LIABILITY COVERAGE. Please submit with ACE Advantage® Professional Liability Policy for Design Professionals Application. Please complete in ink. A principal must sign both the supplement and the Professional Liability Policy for Design Professionals Application.

THIS APPLICATION IS FOR A CLAIMS-MADE INSURANCE POLICY

Instructions to the applicant:

- Please answer all questions. This information is required to make an underwriting and pricing evaluation. Your answers hereunder are considered material to that evaluation.
- If a question is not applicable, state N/A. If more space is required, please attach a separate exhibit with the question number.
- This supplemental application must be signed and dated by an authorized officer or person of the company.
- This supplemental application may require input from your organization's risk management, information technology, finance, and legal departments.
- This supplemental application should be completed with the assistance of the Chief Security Officer and the Chief Information Officer or Chief Privacy Officer.

I. GENERAL INFORMATION

Applicant Information

Applicant Name: _____
 Main Website Address: _____

Information Officer(s) Contact Information

Chief Information Officer: _____
 Information Security Officer or Manager: _____

II. PRIVACY LIABILITY AND NETWORK SECURITY LIABILITY INFORMATION

1. Does an entity-wide policy exist within the Applicant coverage:

| | | |
|---|------------------------------|-----------------------------|
| <ul style="list-style-type: none">• Records and information management compliance?• Network security?• Appropriate use of network resources and the Internet?• Appropriate use of email? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

2. Has the Applicant established enterprise-wide responsibility with an individual manager for:

| | | |
|--|------------------------------|-----------------------------|
| <ul style="list-style-type: none">• Privacy Liability Compliance?• Records and information management compliance?• Network Security? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

3. Is there a privacy policy posted on the Applicant's Internet website? Yes No
 If so, has the policy been reviewed by a qualified attorney? Yes No

4. Is all sensitive information that:
- a. is transmitted been encrypted using industry-grade mechanisms? Yes No
 - b. resides within the Applicant's systems been encrypted while "at-rest"? Yes No
 - c. is physically transmitted – via tape or any other medium – been encrypted? Yes No
5. For computer equipment that leaves your physical facilities (e.g., mobile laptops, PDAs, BlackBerrys, and home-based desktops), have you implemented strong access control requirements and hard drive encryption to prevent unauthorized exposure of company data in the event these devices are stolen, lost or otherwise unaccounted for? Yes No
6. Does the Applicant follow established procedures for carrying out and confirming the destruction of data residing on systems or devices prior to their recycling, refurbishing, resale, or physical disposal? Yes No
7. Does the Applicant follow established procedures for both "friendly" and "adverse" employee departures that include an inventoried recovery of all information assets, user accounts, and systems previously assigned to each individual during their full period of employment? Yes No
8. Has your organization established a proactive procedure for determining the severity of a potential data security breach and providing prompt notification to all individuals who may be adversely affected by such exposures? Yes No
9. Is there a program in place for employee awareness of the security policy? Yes No
10. Has a network security assessment or audit been conducted within the past 12 months? Yes No
- If yes, have you complied with all recommendations from the audit? Yes No
11. Do you conduct periodic intrusion detection, penetration or vulnerability testing? Yes No
12. Is firewall technology used at all Internet points-of-presence to prevent unauthorized access to internal networks? Yes No
13. Does your company use antivirus software on all desktops, portable computers and mission critical servers? Yes No
14. Are your systems backed up? If yes:
- a. How frequently? (Daily / Weekly / Other _____)
 - b. Are data backups stored offsite? Yes No
 - c. Are data recover and restoration procedures tested? Yes No
15. Are documented procedures in place for user and password management? Yes No
16. Are your dedicated computer rooms physically protected? Yes No

III. LOSS INFORMATION

If the answer is yes to any of questions 1-3, please attach explanations. With respect to claims or litigation, include any pending or prior incident, event or litigation, providing full details of all relevant facts.

1. Has the Applicant ever sustained a significant systems intrusion, tampering, virus or malicious code attack, loss of data, hacking incident, data theft or similar? Yes No
2. After Inquiry, do any partners, principals, directors, officers or employees of the Applicant have knowledge or information of any act, error, omission, fact, circumstance, inquiry or formal or in-formal investigation which might give rise to a claim under the proposed policy? Yes No
3. In the last five years has your company experienced any claims or are you aware of any circumstances that could give rise to a claim that would be covered by this policy? Yes No
4. During the last three years, has anyone alleged that their personal information was compromised, or have you notified customers that their information was or may have been compromised, as a result of your activities? Yes No

It is understood and agreed that if any such claims exist, or any such facts or circumstances exist which could give rise to a claim, then those claims and any other claims arising from such facts or circumstances are excluded from the proposed insurance.

It is understood and agreed that if such knowledge or information exists, any claim arising out therefrom is excluded from this insurance.

This supplemental application shall be maintained on file by the company, shall be deemed attached is if physically attached to the proposed policy and shall be considered as incorporated into and constituting a part of the application and the proposed policy.

IV. FRAUD NOTICES

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

COLORADO APPLICANTS: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

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

FLORIDA APPLICANTS: Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application (or any supplemental application, questionnaire or similar document) containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

KENTUCKY APPLICANTS: 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.

MAINE 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 may include imprisonment, fines or a denial of insurance benefits.

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

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

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

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.

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

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

OREGON APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or another person, files an application for insurance or statement of claim containing any materially false information, or conceals information for the purpose of misleading, commits a fraudulent insurance act, which may be a crime and may subject such person to criminal and civil penalties.

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.

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 ALL OTHER APPLICANTS:

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

V. DECLARATION AND CERTIFICATION

ALL APPLICANTS MUST COMPLETE THIS SECTION.

BY SIGNING THIS APPLICATION, THE APPLICANT WARRANTS TO THE INSURANCE COMPANY THAT ALL STATEMENTS MADE IN THIS APPLICATION INCLUDING ATTACHMENTS, ABOUT THE APPLICANT AND ITS OPERATIONS ARE TRUE AND COMPLETE, AND THAT NO MATERIAL FACTS HAVE BEEN MISSTATED IN THIS APPLICATION OR CONCEALED. COMPLETION OF THIS FORM DOES NOT BIND COVERAGE. THE APPLICANT'S ACCEPTANCE OF THE INSURANCE COMPANY'S QUOTATION IS REQUIRED BEFORE THE APPLICANT MAY BE BOUND AND A POLICY ISSUED.

THE APPLICANT AGREES TO COOPERATE WITH THE COMPANY IN IMPLEMENTING AN ONGOING PROGRAM OF LOSS-CONTROL AND WILL ALLOW THE COMPANY TO REVIEW AND MONITOR SUCH PROGRAMS THAT THE APPLICANT UNDERTAKES IN MANAGING ITS TECHNOLOGY EXPOSURES.

Signature of Authorized Applicant:

Signature of Broker/Agent:

Print Name

Print Name

Title

Date (Mo./Day/Yr.)

____/____/____

Date (Mo./Day/Yr.)

____/____/____

Signed by Licensed Resident Agent

(Where Required By Law)

SERFF Tracking Number: ACEH-125772718 *State:* Arkansas
Filing Company: ACE American Insurance Company *State Tracking Number:* EFT \$50
Company Tracking Number: 08-PR-2007765 (F)
TOI: 17.1 Other Liability - Claims Made Only *Sub-TOI:* 17.1019 Professional Errors & Omissions
Liability

Product Name: 08-PR-2007765
Project Name/Number: Architects & Engineers Supplemental Endorsements & Rates/08-PR-2007765

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: ACEH-125772718 State: Arkansas
Filing Company: ACE American Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: 08-PR-2007765 (F)
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
Product Name: 08-PR-2007765
Project Name/Number: Architects & Engineers Supplemental Endorsements & Rates/08-PR-2007765

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 09/09/2008

Comments:

Attachment:

AR NAIC Transmittal FORMS.pdf

Satisfied -Name: Supporting docs - FORMS **Review Status:** Approved 09/09/2008

Comments:

Attachments:

A+E Reference Filing Numbers (ROS).pdf
Filing Memo - Forms _ROS_.pdf
Forms Schedule 08-PR-2007765 (ROS).pdf
Bodily Injury Exclusion_PF14531a(R).pdf
Property Damage Exclusion_PF14532a(R).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="border: none;">New Business</td> <td style="border: none; width: 100px;"></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 # |
| ACE USA | 626 |

| 4. Company Name(s) | Domicile | NAIC # | FEIN # |
|--------------------------------|----------|--------|------------|
| ACE American Insurance Company | PA | 22667 | 95-2371728 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

| | |
|-----------------------------------|-----------------------|
| 5. Company Tracking Number | 08-PR-2007765F |
|-----------------------------------|-----------------------|

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

| 6. | Name and address | Title | Telephone #s | FAX # | e-mail |
|----|------------------|---------------------------------|--------------|--------------|----------------------------|
| | Robert Wolfrom | Sr. Regulatory Specialist | 215.640.5123 | 215.640.4986 | robert.wolfrom@ace-ina.com |
| | | | | | |

| | |
|--|--|
| 7. Signature of authorized filer |  |
| 8. Please print name of authorized filer | Robert Wolfrom |

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

| | |
|--|--|
| 9. Type of Insurance (TOI) | 17.1 |
| 10. Sub-Type of Insurance (Sub-TOI) | 17.1019 |
| 11. State Specific Product code(s)(if applicable)[See State Specific Requirements] | |
| 12. Company Program Title (Marketing title) | Architects 7 Engineers Supplemental Ends. And Rates |
| 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: On Approval Renewal: |

Property & Casualty Transmittal Document---

| | | |
|------------|---|---|
| 15. | Reference Filing? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 16. | Reference Organization (if applicable) | |
| 17. | Reference Organization # & Title | |
| 18. | Company's Date of Filing | 08/25/2008 |
| 19. | Status of filing in domicile | <input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved |

| | | |
|------------|--|---------------|
| 20. | This filing transmittal is part of Company Tracking # | 08-PR-2007765 |
|------------|--|---------------|

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

ACE American Insurance Company currently has forms, rates and rules on file with your department which are applicable to our Professional Liability Policy for Design Professionals. The purpose of this filing is to submit new and revised independent optional endorsements, and a new supplemental application, to be used with this policy.

Forms

Forms and endorsements for this product were originally filed and approved under company filing number 03-PR-273 and further amended by 07-PR-233. Please refer to the attached Reference Filing Numbers exhibit for prior state filing numbers, if applicable.

A description of each form including details of the changes to revised forms is shown below. Marked up versions of the revised forms are also provided for your reference.

| Form Number | New or Replaces | Title | Description |
|-------------------|------------------|---|--|
| PF-14531a (03/08) | PF-14531 (03/03) | Bodily Injury Exclusion Endorsement | Excludes coverage for claims arising out of bodily injury. It has been revised to show bodily injury as a defined term to track with the definition of bodily injury contained within the policy. Impact of revision – Clarification wording only, no change in intent. |
| PF-14532a (03/08) | PF-14532 (03/03) | Property Damage Exclusion Endorsement | Excludes coverage for claims arising out of property damage. It has been revised to show property damage as a defined term to track with the definition of property damage contained within the policy. Impact of revision – Clarification wording only, no change in intent. |
| PF-23463 (12/07) | New | Limits, Retention, and Retroactive Date Amended | Provides for additional limits of liability subject to specific retroactive date. |
| PF-24465 (03/08) | New | Wrongful Act Amended (Remove Pollution Incident) | Amends the definition of wrongful act by deleting coverage for Pollution Incidents. |
| PF-24467a (03/08) | New | Insured, Insured Person, Retroactive Date Amended | Amends the definition of insured to include an individual or entity as named in the endorsement with specified retro dates. |
| PF-24475a (06/08) | New | Privacy Liability, Data Breach Fund and Network Security Liability Coverage | Adds Design Professional Liability, Privacy Liability, Data Breach Fund and Network Security Liability Insuring Agreements. |
| PF-24703 (03/08) | New | Additional Limits of Liability – Specified Client | Provides additional limits for all services provided for a scheduled client. |
| PF-24708 (03/08) | New | Legal Predecessor | Amends the definition of insured to include coverage for prior entities that have legally changed their names. |
| PF-24967 (05/08) | New | Exclusion H Amended | Amends the mobile vehicles exclusion to provide coverage for pollution incidents within the boundaries of a project jobsite. |
| PF-24976 (05/08) | New | ACE Advantage® Privacy & Network Security Supplemental Application | Supplemental application to be used when design professional liability, privacy liability, data breach fund or network security liability coverage is desired. |

| | |
|------------|---|
| 22. | Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below] |
|------------|---|

Check #: EFT
Amount: 50.00

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

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

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

Notes for Uniform Property & Casualty Transmittal Document

DESCRIPTION OF ITEMS IN THE PROPERTY AND CASUALTY TRANSMITTAL DOCUMENT

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

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

15. Reference Filing: Yes/No

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

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

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

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

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

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

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

State Filing Numbers for Prior Architects & Engineers Program Filings and Effective Date

(xx-state code)

| State | 03-PR-273 | 07-PR-233 | |
|-----------|--|--|---|
| | Form Filing New Program ACE-xx-03-PR-273-F | Form Filing (revisions) ACE-xx-07-PR-233-F | Rate Rule (supersedes all prior rates/rules) ACE-xx-07-PR-233-R |
| AK | | | |
| AL | 01-22-04 | 08-09-07 | 08-07-07 |
| AR | 01-20-04 | AR-PC-07-025646 08-01-06 | AR-PC-07-025791 09-21-07 |
| AZ | Desk Filing 08-07-03 | Desk Filing 08-02-07 | Desk Filing 08-02-07 |
| CA | 04-440 03-17-04 | 08-1034 04-01-08 | |
| CO | 115797 04-05-04 | 221170 09-04-07 | 221198 09-20-07 |
| CT | 38182 08-08-03 | 200755047 04-02-08 (file &use) | |
| DC | 09-30-03 | 08-30-07 | 09-12-07 |
| DE | 08-27-03 | 16400 09-03-07 | |
| FL | | | |
| GA | 03-16-04 | 08-14-07 | 08-14-07 |
| HI | | | |
| IA | 08-20-03 | 08-15-07 | 08-15-07 |
| ID | 08-25-03 | 186394 08-03-07 | |
| IL | 02-11-04 | 08-22-07 | 08-22-07 |
| IN | 01-26-04 | 09-10-07 | 09-06-07 |
| KS | FC-PL-03-325758 06-09-04 | FC-PL-07-353029 09-13-07 | |
| KY | 130146 02-26-04 | 2007-010763-F 09-24-07 | 2007-010764-R 09-05-07 |
| LA | | | |
| MA | 01-30-04 | 108897 09-20-07 | 108871 09-20-07 |
| MD | 75556 01-29-04 | 107235 09-28-07 | 107203 09-17-07 |
| ME | | | |
| MI | Desk Filing 08-13-03 | Desk Filing 08-02-07 | Deemed |
| MN | Desk Filing 08-07-03 | Desk Filing 08-02-07 | Desk Filing 08-02-07 |
| MO | 08-27-03 | 08-14-07 | |
| MS | 02-10-04 | 09-11-07 | |
| MT | | | |
| NC | PC064880 09-10-03 | PC107241 08-30-07 | PC107246 09-05-07 |
| ND | 08-22-03 | 62077 08-16-07 | |
| NE | 03-2840 07-07-04 | 07-2214 08-08-07 | |
| NH | 22667-PLLAE-8-7-03 03-03-04 | 08-27-07 | 08-15-07 |
| NJ | Desk Filing 08-07-03 | Desk Filing 08-02-07 | |
| NM | 01-22-04 | 07-PR-233(F) 11-28-07 | Desk Filing 08-10-07 |
| NV | | | |
| NY | | | |
| OH | PCD# 146544 08-26-03 | PCD# 182520 09-06-07 | |
| OK | 03-3911C 09-12-03 | 310040 10-04-07 | 309983 09-10-07 |
| OR | CO 1967 03 11-04-03 | CO 1481 07 09-10-07 | |
| PA | A76464001 01-30-04 | B08392001 08-14-07 | 08-13-07 |
| RI | 00A-16-03 10-01-03 | 09-05-07 | |
| SC | 09-02-03 | 203676 10-01-07 | |
| SD | 165824 08-26-03 | 09-09-07 | |
| TN | | | |
| TX | Desk filing 08-07-03 | Desk Filing 08-02-07 | |
| UT | 08-13-03 | 65588 08-09-07 | |
| VA | | | |
| VT | | | |
| WA | 01-20-04 | 174485 08-20-07 | 174486 09-19-07 |
| WI | 107833 03-18-04 | 09-08-07 | 08-09-07 |
| WV | 09-16-03 | 70813008 08-14-07 | |
| WY | | | |

ACE GROUP OF INSURANCE COMPANIES

ACE American Insurance Company
 ACE Advantage® Professional Liability Policy For Design Professionals
 Architects & Engineers Professional Liability

Explanatory Memorandum

ACE American Insurance Company currently has forms, rates and rules on file with your department which are applicable to our Professional Liability Policy for Design Professionals. The purpose of this filing is to submit new and revised independent optional endorsements, and a new supplemental application, to be used with this policy.

Forms

Forms and endorsements for this product were originally filed and approved under company filing number 03-PR-273 and further amended by 07-PR-233. Please refer to the attached Reference Filing Numbers exhibit for prior state filing numbers, if applicable.

A description of each form including details of the changes to revised forms is shown below. Marked up versions of the revised forms are also provided for your reference.

| Form Number | New or Replaces | Title | Description |
|--------------------|------------------------|---|--|
| PF-14531a (03/08) | PF-14531 (03/03) | Bodily Injury Exclusion Endorsement | Excludes coverage for claims arising out of bodily injury. It has been revised to show bodily injury as a defined term to track with the definition of bodily injury contained within the policy. Impact of revision – Clarification wording only, no change in intent. |
| PF-14532a (03/08) | PF-14532 (03/03) | Property Damage Exclusion Endorsement | Excludes coverage for claims arising out of property damage. It has been revised to show property damage as a defined term to track with the definition of property damage contained within the policy. Impact of revision – Clarification wording only, no change in intent. |
| PF-23463 (12/07) | New | Limits, Retention, and Retroactive Date Amended | Provides for additional limits of liability subject to specific retroactive date. |
| PF-24465 (03/08) | New | Wrongful Act Amended (Remove Pollution Incident) | Amends the definition of wrongful act by deleting coverage for Pollution Incidents. |
| PF-24467a (03/08) | New | Insured, Insured Person, Retroactive Date Amended | Amends the definition of insured to include an individual or entity as named in the endorsement with specified retro dates. |
| PF-24475a (06/08) | New | Privacy Liability, Data Breach Fund and Network Security Liability Coverage | Adds Design Professional Liability, Privacy Liability, Data Breach Fund and Network Security Liability Insuring Agreements. |
| PF-24703 (03/08) | New | Additional Limits of Liability – Specified Client | Provides additional limits for all services provided for a scheduled client. |
| PF-24708 (03/08) | New | Legal Predecessor | Amends the definition of insured to include coverage for prior entities that have legally changed their names. |

| | | | |
|------------------|-----|--|--|
| PF-24967 (05/08) | New | Exclusion H Amended | Amends the mobile vehicles exclusion to provide coverage for pollution incidents within the boundaries of a project jobsite. |
| PF-24976 (05/08) | New | ACE Advantage® Privacy & Network Security Supplemental Application | Supplemental application to be used when design professional liability, privacy liability, data breach fund or network security liability coverage is desired. |

ACE Forms Schedule
ROS

| | Form Name /Description/Synopsis | Form # Include edition date | Replacement or Withdrawn? | If replacement, give form # it replaces | Broaden, Restrict, or Clarify | Mandatory / Optional/ Rate Impact |
|----|---|--|---|--|--|---|
| 01 | Bodily Injury Exclusion Endorsement | PF-14531a (03/08) | <input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | PF-14531 (03/03) | <input type="checkbox"/> Broaden <input checked="" type="checkbox"/> Restrict <input type="checkbox"/> Clarify | <input type="checkbox"/> Mandatory <input checked="" type="checkbox"/> Optional <input type="checkbox"/> Rate Impact |
| 02 | Property Damage Exclusion Endorsement | PF-14532a (03/08) | <input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | PF-14532 (03/03) | <input type="checkbox"/> Broaden <input checked="" type="checkbox"/> Restrict <input type="checkbox"/> Clarify | <input type="checkbox"/> Mandatory <input checked="" type="checkbox"/> Optional <input type="checkbox"/> Rate Impact |
| 03 | Limits, Retention, and Retroactive Date Amended | PF-23463 (12/07) | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | <input type="checkbox"/> Broaden <input type="checkbox"/> Restrict <input checked="" type="checkbox"/> Clarify | <input type="checkbox"/> Mandatory <input checked="" type="checkbox"/> Optional <input type="checkbox"/> Rate Impact |
| 04 | Wrongful Act Amended (Remove Pollution Incident) | PF-24465 (03/08) | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | <input type="checkbox"/> Broaden <input checked="" type="checkbox"/> Restrict <input type="checkbox"/> Clarify | <input type="checkbox"/> Mandatory <input checked="" type="checkbox"/> Optional <input checked="" type="checkbox"/> Rate Impact |
| 05 | Insured, Insured Person, Retroactive Date Amended | PF-24467a (03/08) | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | <input type="checkbox"/> Broaden <input type="checkbox"/> Restrict <input checked="" type="checkbox"/> Clarify | <input type="checkbox"/> Mandatory <input checked="" type="checkbox"/> Optional <input type="checkbox"/> Rate Impact |
| 06 | Privacy Liability, Data Breach Fund and Network Security Liability Coverage | PF-24475a (06/08) | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | <input checked="" type="checkbox"/> Broaden <input type="checkbox"/> Restrict <input type="checkbox"/> Clarify | <input type="checkbox"/> Mandatory <input checked="" type="checkbox"/> Optional <input checked="" type="checkbox"/> Rate Impact |
| 07 | Additional Limits of Liability - Specified Client | PF-24703 (03/08) | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | <input checked="" type="checkbox"/> Broaden <input type="checkbox"/> Restrict <input type="checkbox"/> Clarify | <input type="checkbox"/> Mandatory <input checked="" type="checkbox"/> Optional <input checked="" type="checkbox"/> Rate Impact |
| 08 | Legal Predecessor | PF-24708 (03/08) | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | <input type="checkbox"/> Broaden <input type="checkbox"/> Restrict <input checked="" type="checkbox"/> Clarify | <input type="checkbox"/> Mandatory <input checked="" type="checkbox"/> Optional <input type="checkbox"/> Rate Impact |
| 09 | Exclusion H Amended | PF-24967 (05/08) | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | <input checked="" type="checkbox"/> Broaden <input type="checkbox"/> Restrict <input type="checkbox"/> Clarify | <input type="checkbox"/> Mandatory <input checked="" type="checkbox"/> Optional <input type="checkbox"/> Rate Impact |
| 10 | ACE Advantage Privacy & Network Security Supplemental Application | PF-24976 (05/08) | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | <input type="checkbox"/> Broaden <input type="checkbox"/> Restrict <input checked="" type="checkbox"/> Clarify | <input type="checkbox"/> Mandatory <input checked="" type="checkbox"/> Optional <input type="checkbox"/> Rate Impact |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Bodily Injury Exclusion Endorsement

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

- alleging, based upon, arising out of, or attributable to **Bodily Injury**.

Deleted: bodily injury, mental anguish, emotional distress, sickness, disease or death of any person

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

Authorized Representative

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Property Damage Exclusion Endorsement

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

- alleging, based upon, arising out of, or attributable to **Property Damage.**

Deleted: damage to or destruction of any tangible or intangible property, including loss of use thereof, whether or not such property is physically injured

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

Authorized Representative

Deleted: 03