

SERFF Tracking Number: BEAC-125794067 State: Arkansas
First Filing Company: The Employers' Fire Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: 2008-GL-AR-FO-567
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: EPL and Media PGL
Project Name/Number: EPL and Media PGL/2008-GL-AR-FO-567

Filing at a Glance

Companies: The Employers' Fire Insurance Company, OneBeacon America Insurance Company
Product Name: EPL and Media PGL SERFF Tr Num: BEAC-125794067 State: Arkansas
TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: EFT \$50
Made/Occurrence
Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: 2008-GL-AR-FO-567 State Status: Fees verified and received
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts
Authors: Judith Carrasco, Linda Jordan-Dow, Sharon Kennedy, Joshua Levine Disposition Date: 09/10/2008
Date Submitted: 09/02/2008 Disposition Status: Withdrawn
Effective Date Requested (New): 10/15/2008 Effective Date (New):
Effective Date Requested (Renewal): 10/15/2008 Effective Date (Renewal):
State Filing Description:

General Information

Project Name: EPL and Media PGL Status of Filing in Domicile:
Project Number: 2008-GL-AR-FO-567 Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 09/10/2008 Deemer Date:
State Status Changed: 09/10/2008
Corresponding Filing Tracking Number:
Filing Description:
Please see attached transmittal document for complete filing description.

Company and Contact

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Filing Contact Information

Sharon Kennedy, Compliance Analyst skennedy@onebeacon.com
 One Beacon Lane (781) 332-8190 [Phone]
 Canton, MA 02021-1030 (888) 209-7219[FAX]

Filing Company Information

The Employers' Fire Insurance Company	CoCode: 20648	State of Domicile: Massachusetts
One Beacon Lane	Group Code: 1129	Company Type:
Canton, MA 02021-1030	Group Name:	State ID Number:
(781) 332-7000 ext. [Phone]	FEIN Number: 04-1288420	

OneBeacon America Insurance Company	CoCode: 20621	State of Domicile: Massachusetts
One Beacon Lane	Group Code: 1129	Company Type:
Canton, MA 02021-1030	Group Name:	State ID Number:
(781) 332-7000 ext. [Phone]	FEIN Number: 04-2475442	

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: AR form filing fees = \$50.00 per filing.
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Employers' Fire Insurance Company	\$50.00	09/02/2008	22238498
OneBeacon America Insurance Company	\$0.00	09/02/2008	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Withdrawn	Edith Roberts	09/10/2008	09/10/2008

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Request to withdraw	Note To Reviewer	Sharon Kennedy	09/03/2008	09/03/2008

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Disposition

Disposition Date: 09/10/2008

Effective Date (New):

Effective Date (Renewal):

Status: Withdrawn

Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Withdrawn	Yes
Form	EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE	Withdrawn	Yes
Form	COMMERCIAL EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE ENDORSEMENT DECLARATIONS	Withdrawn	Yes
Form	EXTENDED REPORTING PERIOD ELECTED (Employment Practices Liability Insurance Coverage Only)	Withdrawn	Yes

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Note To Reviewer

Created By:

Sharon Kennedy on 09/03/2008 06:21 AM

Subject:

Request to withdraw

Comments:

Dear Ms. Roberts,

At this time I respectfully request to with draw this filing.

Sincerely,

Sharon Kennedy

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Withdrawn	EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE	VCG 006	07 08	Policy/Coverage Form Replaced	Replaced Form #:0.00 VCG 006 01 07 Previous Filing #:		VCG 006 07 08.pdf
Withdrawn	COMMERCIAL EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE ENDORSEMENT DECLARATIONS	VCG 103	07 08	Declaration s/Schedule Replaced	Replaced Form #:0.00 VCG 103 01 07 Previous Filing #:		VCG 103 07 08 .pdf
Withdrawn	EXTENDED REPORTING PERIOD ELECTED (Employment Practices Liability Insurance Coverage Only)	VCG 311	07 08	Policy/Coverage Form Replaced	Replaced Form #:0.00 VCG 311 01 07 Previous Filing #:		VCG 311 07 08.pdf

THIS IS A CLAIMS-MADE AND REPORTED COVERAGE ENDORSEMENT.

EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE

Throughout this Coverage Endorsement (hereinafter referred to as "EPL Coverage Endorsement"), the words "you" and "your" refer to the "named insured(s)" shown in the Declarations and any other person(s) or organization(s) qualifying as a "named insured" under this EPL Coverage Endorsement. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under SECTION III. WHO IS AN INSURED.

Other words and phrases that appear in "quotations" have special meaning. Refer to SECTION VII. DEFINITIONS.

The terms and conditions of the Cancellation Clause of the Common Policy Conditions and any amendment to such terms incorporated by endorsement are hereby incorporated herein and shall apply to coverage as is afforded by this EPL Coverage Endorsement, unless specifically stated otherwise in an endorsement(s) attached hereto.

SECTION I. WHAT IS COVERED

A. Insuring Agreement

1. "We" shall pay those "losses" arising out of an "insured's" "wrongful employment act" (other than a "third party violation") against "you" "employees", "recognized volunteers" and applicants for employment to which this insurance applies.
2. If coverage for "third party violations" is shown on the Declarations, then "we" shall pay those "losses" arising out of an "insured's" "third party violation" against "you" customers, vendors and clients.
3. For coverage to apply under this EPL Coverage Endorsement, the "wrongful employment act" must commence or take place after the "original inception date", but before the end of the "EPL coverage period". A "claim" or "suit" for a "wrongful employment act" must be first made against "you" during the "EPL coverage period" or any Extended Reporting Period (if applicable) and reported to "us" pursuant to the terms of this EPL Coverage Endorsement.
4. A "claim" or "suit" by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:
 - a. When written notice of such "claim" or "suit" is received and recorded by any "insured" or by "us", whichever comes first; or
 - b. When "we" make any settlement in accordance with the terms of this EPL Coverage Endorsement.

B. Defense

1. "We" have the right and duty to defend and appoint an attorney to defend any "claim" or "suit" brought against any "insured" for a "wrongful employment act" to which this insurance applies, even if the "claim" or "suit" is groundless or fraudulent.
2. "We" have the right to investigate and settle any "claim" or "suit" that "we" believe is proper. "You" shall be entitled to effectively associate in the defense of any "claim".
3. "We" shall pay all reasonable costs "we" ask the "insured" to incur while helping "us" investigate or defend a "claim" or "suit". "We", however, will not pay more than \$100 per day for earnings lost by the "insured" because of time taken off from work.
4. "We" shall pay premiums for appeal bonds, or bonds to release property being used to secure a legal obligation, for a covered "suit". "We" shall only pay, however, for bonds valued up to "our" Aggregate EPL Limit of Liability. "We" shall have no obligation to appeal or to obtain these bonds.
5. Payments for "defense costs" are included within the Aggregate EPL Limit of Liability. They are not in addition to the Aggregate EPL Limit of Liability. "Our" duty to defend or to make payment of any "claim" or "suit" pursuant to paragraphs 1-4 above, ends after the Aggregate EPL Limit of Liability has been exhausted by payment of "loss", including "defense costs".

6. "We" shall pay all interest on that amount of any judgment within the Aggregate EPL Limit of Liability:
 - a. which accrues after entry of judgment; and
 - b. before "we" pay, offer to pay, or deposit in court that part of the judgment within the Aggregate EPL Limit of Liability.

These interest payments are included within "our" Aggregate EPL Limit of Liability.

C. Transfer of Control

1. "You" may take over control of any outstanding "claim" or "suit" previously reported to "us", but only if "we", in "our" sole discretion, decide that you should, or if a court orders "you" to do so.
2. Notwithstanding subsection 1 of this Clause C, in all events, if the Aggregate EPL Limit of Liability is exhausted, "we" will notify "you" of all outstanding "claims" or "suits" and "you" will take over control of the defense. "We" will help transfer control of the "claims" and "suits" to "you".
3. "We" shall take whatever steps are necessary to continue the defense of any outstanding "claim" or "suit" and avoid a default judgment during the transfer of control to "you". If "we" do so, "we" shall not waive or give up any of "our" rights. "You" shall pay all reasonable expenses "we" incur for taking such steps after the Aggregate EPL Limit of Liability is exhausted.

SECTION II. EXCLUSIONS—WHAT IS NOT COVERED

This insurance does not apply to:

A. Profit or Advantage

Any liability arising out of the gaining of any profit or advantage to which an "insured" was not legally entitled. However, to the extent that a "claim" or "suit" is otherwise covered under this EPL Coverage Endorsement, we will defend a "claim" or "suit" asserting that an "insured" gained a profit or advantage to which the "insured" was not legally entitled, until such time as the "insured" is determined to have gained a profit or advantage to which the "insured" was not legally entitled;

B. Criminal Acts

Any liability arising out of any dishonest, fraudulent, criminal, or malicious act by or at the direction of any "insured". However, to the extent that a "claim" or "suit" is otherwise covered under this EPL Coverage Endorsement we will defend a "claim" or "suit" asserting a dishonest, fraudulent, criminal or malicious act until such time as the "insured" is determined to have committed such dishonest, fraudulent, criminal or malicious act;

The "wrongful employment act(s)" of an "insured" shall not be imputed to any other "insured" for the purpose of determining the applicability of the foregoing exclusions A and B.

C. "Property Damage"

Any liability arising out of "property damage";

D. "Bodily Injury"

Any liability arising out of "bodily injury";

E. Worker's Compensation, Social Security and Unemployment, Disability and Retirement Benefits

Any liability arising out of any obligation pursuant to any worker's compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security benefits or similar law. This exclusion, however, shall not apply to "loss" arising from a "claim" or "suit" for "retaliation";

F. Contractual Liability

Any liability arising out of any actual or alleged contractual liability of any "insured" under any express contract or agreement. This exclusion, however, shall not apply to the extent any liability does not arise under such express contract or agreement;

G. ERISA, COBRA, WARN, OSHA and NLRA

Any liability arising out of the "insured's" failure to fulfill any responsibility, duty or obligation imposed by the Employment Retirement Income Security Act of 1974 (ERISA), Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), Workers' Adjustment and Retraining Notification Act, Public Law 100-379 (1988) (WARN), Occupational Safety and Health Act (OSHA), National Labor Relations Act of 1947 (NLRA), any rules or regulations of the foregoing promulgated thereunder, and amendments thereto or any similar provisions of any federal, state, or local statutory or common law. This exclusion, however, shall not apply to "loss" arising from a "claim" or "suit" for "retaliation";

H. FLSA

Any liability for violation(s) of any of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974, the Fair Labor Standards Act (except the Equal Pay Act), the National Labor Relations

Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act, the Occupational Safety and Health Act, any rules or regulations of the foregoing promulgated thereunder, and amendments thereto or any similar federal, state, local or foreign statutory law or common law;

It is acknowledged that “claims” and “suits” for violation(s) of any of the responsibilities, obligations or duties imposed by “similar federal, state, local or foreign statutory law or common law,” as such quoted language is used in the immediately-preceding paragraph, include, without limitation, any and all “claims” and “suits” which in whole or in part allege, arise out of, are based upon, are attributable to, or are in any way related to any of the circumstances described in any of the following:

- a. the refusal, failure or inability of any “insured(s)” to pay wages or overtime pay (or amounts representing such wages or overtime pay) for services rendered or time spent in connection with work related activities (as opposed to tort-based back pay or front pay damages for torts other than conversion);
- b. improper deductions from pay taken by any “insured(s)” from any “employee(s)” or purported employee(s); or
- c. failure to provide or enforce legally required meal or rest break periods;

Notwithstanding the foregoing, this exclusion (h) shall not apply to the extent that a “claim” or “suit” is for “retaliation”.

I. Prior Knowledge

Any liability arising out of incidents, circumstances or “wrongful employment acts”, which an “insured”, prior to the “original inception date” as shown in the Declarations, had knowledge or which an “insured” could have reasonably foreseen might result in a “claim” or “suit”;

J. Prior Notice

Any liability arising out of the facts alleged, or to the same or “related wrongful employment acts” alleged or contained in any “claim” or “suit” which has been reported, or in any circumstances of which notice has been given, under any policy of which this EPL Coverage Endorsement is a renewal or replacement or which it may succeed in time;

K. Securities Holder

Any “claim” or “suit” brought by a securities holder of the “insured” in their capacity as such, whether directly, derivatively on behalf of the “insured”, or by class action;

L. Outside Boards

Any liability arising out of any actual or alleged act or omission of an “insured” serving in any capacity, other than as a director, officer or “employee” of the “insured” entity.

SECTION III. WHO IS AN INSURED

A. Individual

If “you” are shown in the Declarations as an individual, “you” and “your” spouse are “insureds”, only for the conduct of a business of which “you” are the sole owner.

B. Corporation

If “you” are shown in the Declarations as a corporation or organization other than a partnership, joint venture, or limited liability company, “you” and “your” “subsidiaries” are “insureds”.

C. Partnership or Joint Venture

If “you” are shown in the Declarations as a partnership or joint venture, “you” are an “insured”. “Your” members, partners or co-venturers and their spouses are also “insureds”, but only for the conduct of “your” business.

D. Limited Liability Company

If “you” are shown in the Declarations as a limited liability company, “you” are an “insured.” “Your” members are also “insureds”, but only with respect to the conduct of “your” business. “Your” managers are “insureds”, but only with respect to their duties as “your” managers.

E. Trusts

If “you” are shown in the Declarations as a trust, “you” are an “insured”. “Your” trustees are also “insureds”, but only with respect to their duties as trustees.

F. “Employees”

“Your” “employees”, executive officers and directors are “insureds”, only for the conduct of “your” business within the scope of their employment or their duties as executive officers or directors.

G. Extensions

1. Subject otherwise to the terms hereof, this EPL Coverage Endorsement shall cover "loss" arising from any "claims" or "suits" made against the estates, heirs, or legal representative of deceased individual "insureds", and the legal representatives of individual "insureds", in the event of incompetency, who were individual "insureds" at the time the "wrongful employment acts", upon which such "claims" or "suits" are based, were committed.
2. Subject otherwise to the terms hereof, this EPL Coverage Endorsement shall cover "loss" arising from all "claims" and "suits" made against the lawful spouse (whether such status is derived by reason of statutory law, common law or otherwise of any applicable jurisdiction in the world) of an individual "insured", including a "claim" or "suit" that seeks damages recoverable from marital community property, property jointly held by the individual "insured" and the spouse, or property transferred from the individual "insured" to the spouse; provided, however, that this extension shall not afford coverage for a "claim" or "suit" arising out of any "wrongful employment act" of the spouse, but shall apply only to "claims" or "suits" arising out of any "wrongful employment acts" of an individual "insured", subject to this EPL Coverage Endorsement's terms, conditions and exclusions.

SECTION IV. LIMIT OF LIABILITY (including "defense costs")

- A. The Aggregate EPL Limit of Liability shown in the Declarations and the information contained in this section limits the most "we" shall pay for all "loss" arising out of "claims" and "suits" first made against "insureds" during the "EPL coverage period" or Extended Reporting Period (if applicable), regardless of:
 1. the number of persons or organizations covered by this EPL Coverage Endorsement; or
 2. the number of "claims" made or "suits" brought; or
 3. the length of the "EPL coverage period".
- B. The Aggregate EPL Limit of Liability is the most "we" shall pay for all "losses" covered under this EPL Coverage Endorsement, including amounts incurred for "defense costs".
- C. The Aggregate EPL Limit of Liability for the Extended Reporting Period shall be part of, and not in addition to the Aggregate EPL Limit of Liability for the "EPL coverage period".
- D. All "claims" and "suits" arising from the same or "related wrongful employment acts" shall be treated as arising out of a single "wrongful employment act".
- E. All "claims" or "suits" arising out of one "wrongful employment act" shall be deemed to be made on the date that the first such "claim" is made or "suit" is brought. All "claims" asserted in a "class action suit" will be treated as arising out of a single "wrongful employment act".
- F. Any "claim" or "suit" which is made subsequent to the "EPL coverage period" or Extended Reporting Period (if applicable) which, pursuant to Section VI, Clause D(3) and (4) is considered made during the "EPL coverage period" or Extended Reporting Period shall also be subject to the one Aggregate EPL Limit of Liability stated in the Declarations.

SECTION V. DEDUCTIBLE

"You" shall be responsible for the deductible amount shown in the Declarations with respect to each "claim" and "suit" and "you" may not insure against it. A single deductible amount shall apply to "loss" arising from all "claims" and "suits" alleging the same "wrongful employment act" or "related wrongful employment acts". Expenses "we" incur in investigating, defending and settling "claims" and "suits" are included in the deductible. The deductible is not included within the Aggregate EPL Limit of Liability.

SECTION VI. CONDITIONS

"We" have no duty to provide coverage under this EPL Coverage Endorsement, unless there has been full compliance with all the Conditions contained in this EPL Coverage Endorsement.

A. Assignment

The interest of any "insured" is not assignable. "You" cannot assign or transfer "your" interest in this EPL Coverage Endorsement without "our" written consent attached to the EPL Coverage Endorsement.

B. Bankruptcy or Insolvency

"Your" bankruptcy, insolvency or inability to pay, will not relieve "us" from the payment of any "claim" or "suit" covered by this EPL Coverage Endorsement.

Under no circumstances will "your" bankruptcy, insolvency, or inability to pay require "us" to drop down, in any way replace, or assume any of "your" obligations with respect to the Deductible provisions of this EPL Coverage Endorsement.

C. Coverage Territory

"We" cover "wrongful employment acts" anywhere in the world, but only if the "claim" is made and the "suit" is brought for such "wrongful employment act" in the United States of America, its territories and possessions, Puerto Rico, or Canada.

D. Duties in the Event of an Incident, "Claim" or "Suit"

1. If, during the "EPL coverage period", incidents or events occur which "you" reasonably believe may give rise to a "claim" or "suit" for which coverage may be provided hereunder, such belief being based upon either written notice from the potential claimant or the potential claimant's representative; or notice of a complaint filed with EEOC, DOL or OFCCP (or similar federal, state or local agency); or upon a contemporaneously made memorandum of an oral "claim", allegation or threat, "you" shall give written notice to "us" as soon as practicable and either:
 - a. anytime during the "EPL coverage period" or the Extended Reporting Period (if applicable); or
 - b. within thirty (30) days after the end of the "EPL coverage period" or Extended Reporting Period (if applicable), as long as such "claim" or "suit" is reported no later than thirty (30) days after the date such "claim" or "suit" was first made against an "insured".
2. If a "claim" is made or a "suit" is brought against any "insured", "you" must:
 - a. Immediately record the specifics of the "claim" or "suit" and the date received; and
 - b. Provide "us" with written notice, as described in subsection 3. below, as soon as practicable.
3. Such written notice of "claim" or "suit" shall contain:
 - a. The identity of the person(s) alleging a "wrongful employment act";
 - b. The identity of the "insured(s)" who allegedly were involved in the incidents or events;
 - c. The date the alleged incidents or events took place; and
 - d. The written notice or contemporaneously prepared memorandum referred to above.

If written notice is given to "us" during the "EPL coverage period" or Extended Reporting Period (if applicable), pursuant to the above requirements, then any "claim" or "suit" which is subsequently made against any "insureds" and reported to "us" alleging, arising out of, based upon or attributable to such circumstances or alleging any "related wrongful employment act" to such circumstances, shall be considered made at the time such notice of such circumstances was first given.

4. If "you" submit written notice of a "claim" or "suit", pursuant to this Clause D, then any "claim" or "suit" that may subsequently be made against an "insured" and reported to "us" alleging the same or a "related wrongful employment act" to the "claim" or "suit" for which such notice has been given shall be deemed, for the purpose of this insurance, to have been first made during the "EPL coverage period" in effect at the time such written notice was first submitted to "us".
5. "You" and any other "insured" must:
 - a. Immediately send "us" copies of any demands, notices, summonses or legal papers received in connection with any "claim" or "suit";
 - b. Authorize "us" to obtain records and other information;
 - c. Cooperate with "us" in the investigation, settlement or defense of the "claim" or "suit";
 - d. Assist "us", upon "our" request, in the enforcement of any right against any person or organization which may be liable to the "insured" because of injury or damage to which this insurance may also apply;
 - e. Take no action, or fail to take any required action, that prejudices the rights of the "insureds" or "us" with respect to such "claim" or "suit".
6. No "insureds" will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without "our" prior written consent.

E. Transfer of Rights of Recovery Against Others to "Us"

"You" may be able to recover all or part of a "loss" from someone other than "us". "You", therefore, shall do all that is possible after a "loss" to preserve any such right of recovery. If "we" make a payment under this EPL Coverage Endorsement, that right of recovery shall belong to "us". "You" shall do whatever is necessary, including signing documents, to help "us" obtain that recovery.

F. Extended Reporting Period

1. Solely with respect to this EPL Coverage Endorsement and except as indicated below, if "you" shall cancel or "we" shall cancel for any reason other than for non-payment of premium, or "you" or "we" shall refuse to renew

this EPL Coverage Endorsement, “you” shall have the right, upon payment of an additional premium of 100% of the full annual premium applicable to this EPL Coverage Endorsement, to buy an Extended Reporting Period Endorsement, providing an Extended Reporting Period of one (1) year following the effective date of the cancellation or nonrenewal, in which to give “us” written notice of “claims” first made or “suits” first brought against the “insureds” during said Extended Reporting Period for any “wrongful employment acts” which take place after the “original inception date” and before the end of the “EPL coverage period” and are otherwise covered by this EPL Coverage Endorsement.

To obtain an Extended Reporting Period Endorsement, “you” must request it in writing and pay the additional premium due, within thirty (30) days of the effective date of cancellation or nonrenewal.

2. The Extended Reporting Period Endorsement cannot be canceled by either party, except for nonpayment of premium. The additional premium for the Extended Reporting Period shall be fully earned at the inception of the Extended Reporting Period and this EPL Coverage Endorsement cannot be cancelled after such additional premium is paid. If “we” do not receive the written request as required, “you” may not exercise this right at a later date.
3. This insurance, provided during the Extended Reporting Period, is excess over any other valid and collectible insurance that begins or continues in effect after the Extended Reporting Period Endorsement becomes effective, whether the other insurance applies on a primary, excess, contingent, or any other basis.
4. This Clause F and the rights contained herein shall not apply to any cancellation resulting from non-payment of premium.
5. In the event of a “Transaction”, as defined in Clause G below, the “named insured” shall have the right, within thirty (30) days before the end of the “EPL coverage period”, to request an offer from “us” of an Extended Reporting Period (with respect to “wrongful employment acts” which take place after the “original inception date” and prior to the effective time of the “Transaction”). We shall offer such Extended Reporting Period pursuant to such terms, conditions, and premium as we may reasonably decide. In the event of a “Transaction”, the right to an Extended Reporting Period shall not otherwise exist except as indicated in this paragraph.

G. Change in Control of “Named Insured”

If during the “EPL coverage period”:

1. the “named insured” shall consolidate with or merge into, or sell all or substantially all of its assets to any other person or entity or group of persons or entities acting in concert; or
2. any person or entity or group of persons or entities acting in concert shall acquire an amount of the outstanding securities representing more than fifty (50%) percent of the voting power for the election of directors or General Partners of the “named insured” (in the event the “named insured” is a Partnership), or acquires the voting rights of such an amount of such securities; or
3. a General Partner of the “named insured” (in the event the “named insured” is a partnership) withdraws, resigns or is terminated;

(any of the above events herein referred to as the “Transaction”),

then this EPL Coverage Endorsement shall continue in full force and effect as to “wrongful employment acts” occurring after the “original inception date” and prior to the effective time of the “Transaction”, but there shall be no coverage afforded by any provision of this EPL Coverage Endorsement for any actual or alleged “wrongful employment acts” occurring after the effective time of the “Transaction”. This EPL Coverage Endorsement may not be canceled after the effective time of the “Transaction” and the entire premium for this EPL Coverage Endorsement shall be deemed earned as of such time. “You” shall also have the right to an offer by “us” of an Extended Reporting Period described in Clause F of this EPL Coverage Endorsement.

“You” shall give “us” written notice of the “Transaction” as soon as practicable, but not later than thirty (30) days after the effective date of the “Transaction”.

H. Legal Action Against “Us”

No person or organization has the right to join “us” as a party or otherwise bring “us” into a “suit” asking for damages from an “insured”.

I. Other Insurance

Unless expressly written to be excess over other applicable insurance, it is intended that the insurance provided by this EPL Coverage Endorsement shall be primary.

J. EPL Coverage Endorsement Changes

This EPL Coverage Endorsement contains all the agreements between “you” and “us” concerning this insurance. The first “named insured” in the Declarations is authorized to request changes in this EPL Coverage Endorsement. This EPL Coverage Endorsement can only be changed by a written endorsement “we” issue and make part of this EPL Coverage Endorsement.

K. Representations

Any and all relevant provisions of this EPL Coverage Endorsement may be voidable by “us” in any case of fraud, intentional concealment, or misrepresentation of material fact by any “insured”.

L. Special Rights and Duties of the “Named Insured”

“You” agree that when there is more than one person and/or entity covered under this EPL Coverage Endorsement, the first “named insured” in the Declarations shall act on behalf of all “insureds” as to:

1. Giving of notice of a “claim” or “suit”;
2. Giving and receiving notice of cancellation or nonrenewal;
3. Payment of premiums and receipt of return premiums;
4. Acceptance of any endorsements issued to form a part of this EPL Coverage Endorsement; or
5. Purchasing or deciding not to purchase the Extended Reporting Period Endorsement.

M. Headings

The descriptions in the headings of this EPL Coverage Endorsement are solely for convenience, and form no part of the terms and conditions of coverage.

SECTION VII. DEFINITIONS

- A.** “Bodily injury” means physical injury, sickness, or disease, including death resulting therefrom.
- B.** “Claim” means a written demand for monetary and non-monetary relief (including any request to toll or waive any statute of limitations). The term “claim” shall also mean an Equal Employment Opportunity Commission (EEOC), Department of Labor (DOL) or Office of Federal Contract Compliance Program (OFCCP) (or similar federal, state or local agency) proceeding or investigation commenced by the filing of a notice of charges, service of a complaint or similar document of which notice has been given to “you”. However, in no event, shall the term “claim” include any labor or grievance proceeding, which is subject to a collective bargaining agreement.
- C.** “Class Action Suit” means any suit seeking certification or certified as a class action by a federal or state court.
- D.** “Defense Costs” means reasonable and necessary fees, costs and expenses consented to by “us” resulting solely from the investigation, adjustment, defense and appeal of a “claim” or “suit” against “you”.
- E.** “Employee” means an individual whose labor or service is engaged by and directed by “you” for remuneration, whether such individual is in a supervisory, co-worker or subordinate position or otherwise, including any part-time, seasonal, and temporary “employees”. An individual who is leased to “you” shall also be an “employee”, but only if “you” provide indemnification to such leased individual in the same manner as is provided to “your” “employees”. Any other individual who is contracted to perform work for “you”, or who is an independent contractor for “you”, shall also be an “employee”, but only if “you” provide indemnification to such individual in the same manner as that provided to “your” employees, pursuant to a written contract.
- F.** “Loss(es)” means damages (including front pay and back pay), judgments, settlements, pre- and post-judgment interest on that part of any judgment paid by “us”, statutory attorney fees, and “defense costs”; however, “loss” shall not include: (1) civil or criminal fines or penalties imposed by law; (2) punitive or exemplary damages; (3) the multiplied portion of multiplied damages; (4) taxes; (5) any amount for which the “insureds” are not financially liable or which are without legal recourse to the “insureds”; (6) employment related benefits, stock options, perquisites, deferred compensation or any other type of compensation other than salary, wages or bonus compensation; (7) any liability or costs incurred by any “insured” to modify any building or property in order to make said building or property more accessible or accommodating to any disabled person, or any liability or costs incurred in connection with any educational, sensitivity or other corporate program, policy or seminar; or (8) matters which may be deemed uninsurable under the law pursuant to which this EPL Coverage Endorsement shall be construed.
- G.** “Named Insured” means the person or organization designated in the Declarations page.
- H.** “Original inception date” refers to the date specified in the Declarations.
- I.** “EPL coverage period” means the period commencing on the effective date shown in the Declarations. This period ends on the earlier of the expiration date or the effective date of cancellation of this EPL Coverage Endorsement. If “you” became an “insured” under this EPL Coverage Endorsement after the effective date, the “EPL coverage period” begins on the date “you” became an “insured”.
- J.** “Property Damage” means physical injury to, or destruction of, tangible property including the loss of use of thereof, or loss of use of tangible property, which has not been physically injured or destroyed.
- K.** “Recognized volunteer” means an uncompensated individual who volunteers labor or services to “you”, but only when performing such labor or services at the request of and under the direction of “you”.
- L.** “Related Wrongful Employment Act(s)” means “wrongful employment acts” which are the same, related or continuous, or “wrongful employment acts” which arise from a common nucleus of facts. “Claims” or “suits” can allege “related

wrongful employment acts”, regardless of whether such “claims” or “suits” involve the same or different claimants, “insureds” or legal causes of actions.

M. “Retaliation” means a “wrongful employment act” of an “insured” alleged to be in response to, the actual or attempted exercise by an “employee” of any right that such “employee” has under the law. Provided, however, “retaliation” shall not include the “wrongful employment act” of an “insured” alleged to be in response to the threat of or the actual filing of any claim or suit under the Federal False Claims Act or any other federal, state, local or foreign “whistleblower law”.

N. “Subsidiary” means:

1. Any for-profit organization which, on or before the inception of the “EPL coverage period”, is more than 50% owned by the “named insured”, either directly or indirectly through one or more of its “subsidiaries”; or
2. A for-profit organization which becomes a “subsidiary” during the “EPL coverage period”, but only upon the condition that within 90 days of its becoming a “subsidiary”, the “named insured” shall have provided “us” with full particulars of the new “subsidiary” and agreed to any additional premium or amendment of the provisions of this EPL Coverage Endorsement required by “us” relating to such new “subsidiary”. Further, coverage as shall be afforded to the new “subsidiary” is conditioned upon the “named insured” paying when due any additional premium required by “us” relating to such new “subsidiary”.

An organization becomes a “subsidiary” when the “named insured” owns more than fifty (50%) percent ownership interest in such “subsidiary”, either directly, or indirectly through one or more of its “subsidiaries”. An organization ceases to be a “subsidiary” when the “named insured” ceases to own more than a fifty (50%) percent ownership interest in such “subsidiary”, either directly, or indirectly through one or more of its “subsidiaries”.

In all events, coverage as is afforded under this EPL Coverage Endorsement with respect to a “claim” made or “suit” brought against any “subsidiary” or an “insured” of any “subsidiary”, shall only apply to “wrongful employment act(s)” commenced or allegedly commenced after the effective time that such “subsidiary” became a “subsidiary”, and prior to the time that such “subsidiary” ceased to be a “subsidiary”.

O. “Suit” means a civil proceeding or an administrative proceeding seeking money damages, and includes an arbitration, mediation or any other alternative dispute resolution procedure seeking such damages, to which the “insured” must submit or may submit with “our” consent. “Suit” shall not include any civil proceeding or administrative proceeding arising from any labor or grievance dispute which is subject to a collective bargaining agreement.

P. “Third party violation” means any actual or alleged discrimination, sexual harassment or violation of an individual's civil rights relating to such discrimination or sexual harassment, whether direct, indirect, intentional or unintentional.

Q. “Whistleblower law” means a statute, rule or regulation, which protects an employee against discrimination from his or her employer, if the employee discloses or threatens to disclose to a superior or any governmental agency; or who gives testimony relating to, any action with respect to the employer's operations, which may be a violation of public policy as reflected in legislation, administrative rules, regulations or decisions, judicial decisions, and professional codes of ethics.

R. “Wrongful Employment Act(s)” means any actual or alleged:

1. wrongful dismissal, discharge or termination (either actual or constructive), including breach of an implied contract;
2. harassment (including sexual harassment, whether quid pro quo, hostile work environment or otherwise);
3. discrimination (including but not limited to discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy or disability);
4. “retaliation” (including lockouts);
5. employment-related misrepresentation(s) to “your” “employee” or applicant for employment with “you”;
6. employment-related libel, slander, humiliation, mental anguish, infliction of emotional distress, defamation, or invasion of privacy;
7. wrongful failure to employ or promote;
8. wrongful deprivation of career opportunity, wrongful demotion or negligent “employee” evaluation, including the giving of negative or defamatory statements in connection with an “employee” reference;
9. wrongful discipline;
10. failure to grant tenure;
11. failure to provide or enforce adequate or consistent corporate policies and procedures relating to any “wrongful employment act”;
12. negligent supervision or hiring by an “insured”, relating to any of the above;
13. violation of an individual's civil rights relating to any of the above.

14. "third party violations", but only if coverage for "third party violations" is shown on the Declarations, and only with respect to "claims" or "suits" made by "your" customers, vendors or clients.

**COMMERCIAL EMPLOYMENT PRACTICES
LIABILITY INSURANCE COVERAGE ENDORSEMENT
DECLARATIONS**

**Company Name
Address**

Policy Number:
Account Number:
Named Insured:

Agent #:

NOTICE

- EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THE COVERAGE OF THIS COVERAGE ENDORSEMENT IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS OR SUITS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE EPL COVERAGE PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN. VARIOUS PROVISIONS IN THIS COVERAGE ENDORSEMENT RESTRICT COVERAGE. PLEASE READ THE ENTIRE COVERAGE ENDORSEMENT CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.
- THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS UNDER THIS COVERAGE ENDORSEMENT SHALL BE REDUCED BY AMOUNTS INCURRED FOR DEFENSE COSTS. AMOUNTS INCURRED FOR DEFENSE COSTS SHALL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT.

EPL Coverage Period:	From: To:	At 12:01 A.M. Standard Time at your mailing address shown on the Declarations page of this policy
EPL Aggregate Limit of Liability:	\$	Aggregate for all "loss" combined, including "defense costs".
EPL Deductible Amount:	\$	For "loss" arising from claims or suits alleging the same "wrongful employment act" or "related wrongful employment acts".
EPL Original Inception Date:		(Enter "original inception date".) If no date is shown, "we" will consider the "original inception date" to be the same as the beginning of this coverage endorsement.
Third Party Violations (Optional):	\$	If coverage for Third Party Violations has been paid for, the premium will be shown and coverage is in force. Otherwise, there is no coverage available for Third Party Violations.

This insurance does not apply to "loss" arising out of a "wrongful employment act" that: (1) commences on or takes place prior to the "original inception date" shown here, or (2) arises out of incidents or circumstances of which "you" had knowledge prior to the "original inception date" shown.

EPL COVERAGE PREMIUM:	\$
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PLEASE READ THIS ENDORSEMENT CAREFULLY, AS IT MODIFIES THE POLICY.

EXTENDED REPORTING PERIOD ELECTED (Employment Practices Liability Insurance Coverage Only)

Extended Reporting Period Additional Premium: \$

Extended Reporting Period Effective Date (hereinafter "Effective Time"): as of 12:01 A.M. on

In consideration of the Additional Premium stated above, it is hereby understood and agreed that solely with respect to the coverage afforded pursuant to the Employment Practices Liability Coverage (hereinafter "EPL Coverage") and pursuant to the terms and conditions of **SECTION VI. CONDITIONS** paragraph **F. Extended Reporting Period**, thereof, the EPL Coverage, as of the Effective Time shown above shall be amended as follows:

- (1) **SECTION VI. CONDITIONS** paragraph **F. Extended Reporting Period**, of the EPL Coverage, is deleted in its entirety and replaced by the following:

F. Extended Reporting Period

The "named insured" shall have the right to a period of one (1) year following the Effective Time (herein referred to as the Extended Reporting Period) in which to give written notice to "us" of "claims" first made or "suits" first brought against the "insureds" during said one (1) year period for any "wrongful employment acts" occurring on or prior to the Effective Time and otherwise covered by this EPL Coverage.

- (2) The terms and conditions of the Cancellation Clause of the Common Policy Conditions are hereby deleted in their entirety and replaced by the following:

CANCELLATION/NONRENEWAL

This EPL Coverage (including the Extended Reporting Period) may not be canceled by or on the behalf of "named insured" or the insurer except as stated below. "We" may only cancel this EPL Coverage (including the Extended Reporting Period) in the event of nonpayment of premium by the "named insured" (including the nonpayment of any additional premium for this endorsement). "We" shall cancel this EPL Coverage by delivering to the "named insured" or by mailing to the "named insured", by registered, certified, or other first class mail, at the "named insured's" address as shown in the Declarations of this policy, written notice stating when, not less than ten (10) days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice. The "EPL coverage period" (or Extended Reporting Period, as the case may be) terminates at the date and hour specified in such notice.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling their construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

The additional premium for this EPL Coverage shall be fully earned at inception.

- (3) **SECTION VI. CONDITIONS** paragraph **G. Change in Control of "Named Insured"**, of the EPL Coverage, is deleted in its entirety.
- (4) It is further understood and agreed that notwithstanding any other provision of the EPL Coverage, this EPL Coverage shall not provide coverage for any "wrongful employment act" occurring after the Effective Time.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

SERFF Tracking Number: *BEAC-125794067* *State:* *Arkansas*
First Filing Company: *The Employers' Fire Insurance Company, ...* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *2008-GL-AR-FO-567*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0001 Commercial General Liability*
Product Name: *EPL and Media PGL*
Project Name/Number: *EPL and Media PGL/2008-GL-AR-FO-567*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: BEAC-125794067 State: Arkansas
First Filing Company: The Employers' Fire Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: 2008-GL-AR-FO-567
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: EPL and Media PGL
Project Name/Number: EPL and Media PGL/2008-GL-AR-FO-567

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status: Withdrawn 09/10/2008

Comments:

Attachment:

Transmittal.pdf

Property & Casualty Transmittal Document

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

3. Group Name	Group NAIC #

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #

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

6.	Name and address	Title	Telephone #s	FAX #	e-mail

7. Signature of authorized filer	
8. Please print name of authorized filer	

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

9. Type of Insurance (TOI)	
10. Sub-Type of Insurance (Sub-TOI)	
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input 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: <input style="width: 100px;" type="text"/> Renewal: <input style="width: 100px;" type="text"/>
15. Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #

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 (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 #:
Amount:

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

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

PC TD-1 pg 2 of 2

FORM FILING SCHEDULE

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

1.	This filing transmittal is part of Company Tracking #	
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1