

SERFF Tracking Number: BEAZ-125774741 State: Arkansas
Filing Company: Beazley Insurance Company, Inc. State Tracking Number: EFT \$50
Company Tracking Number: BICI0064-AR(F)
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1006 Directors & Officers Liability
Product Name: Non-Profit Organization Management Liability Insurance Program
Project Name/Number: /BICI0064-AR(F)

Filing at a Glance

Company: Beazley Insurance Company, Inc.

Product Name: Non-Profit Organization Management Liability Insurance Program SERFF Tr Num: BEAZ-125774741 State: Arkansas

TOI: 17.1 Other Liability - Claims Made Only

SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 17.1006 Directors & Officers Liability

Co Tr Num: BICI0064-AR(F)

State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Edith Roberts

Authors: Nancy Wilson, Renata Wright, Laura Maragnano, Evelyn Perran, Monique Herold

Disposition Date: 09/30/2008

Date Submitted: 09/12/2008

Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date (New):

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal):

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number: BICI0064-AR(F)

Domicile Status Comments: Filing is currently being reviewed.

Reference Organization: n/a

Reference Number: n/a

Reference Title: n/a

Advisory Org. Circular: n/a

Filing Status Changed: 09/30/2008

State Status Changed: 09/24/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

See cover letter for filing information.

SERFF Tracking Number: BEAZ-125774741 State: Arkansas
 Filing Company: Beazley Insurance Company, Inc. State Tracking Number: EFT \$50
 Company Tracking Number: BICI0064-AR(F)
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1006 Directors & Officers Liability
 Product Name: Non-Profit Organization Management Liability Insurance Program
 Project Name/Number: /BICI0064-AR(F)

Company and Contact

Filing Contact Information

Renata Wright, Regulatory Paralegal renata.wright@beazley.com
 30 Batterson Park Road (860) 677-3737 [Phone]
 Farmington, CT 06032 (860) 679-0247[FAX]

Filing Company Information

Beazley Insurance Company, Inc. CoCode: 37540 State of Domicile: Connecticut
 30 Batterson Park Road Group Code: Company Type: Property and
 Casualty
 Farmington, CT 06032 Group Name: N/A State ID Number:
 (860) 677-3700 ext. [Phone] FEIN Number: 04-2656602

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: \$50.00 flat fee forms
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Beazley Insurance Company, Inc.	\$50.00	09/12/2008	22459812

SERFF Tracking Number: BEAZ-125774741 State: Arkansas
 Filing Company: Beazley Insurance Company, Inc. State Tracking Number: EFT \$50
 Company Tracking Number: BICI0064-AR(F)
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1006 Directors & Officers Liability
 Product Name: Non-Profit Organization Management Liability Insurance Program
 Project Name/Number: /BICI0064-AR(F)

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	09/30/2008	09/30/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Edith Roberts	09/24/2008	09/24/2008	Renata Wright	09/25/2008	09/25/2008
Industry Response						

SERFF Tracking Number: *BEAZ-125774741* *State:* *Arkansas*
Filing Company: *Beazley Insurance Company, Inc.* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *BICI0064-AR(F)*
TOI: *17.1 Other Liability - Claims Made Only* *Sub-TOI:* *17.1006 Directors & Officers Liability*
Product Name: *Non-Profit Organization Management Liability Insurance Program*
Project Name/Number: */BICI0064-AR(F)*

Disposition

Disposition Date: 09/30/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: BEAZ-125774741 State: Arkansas
 Filing Company: Beazley Insurance Company, Inc. State Tracking Number: EFT \$50
 Company Tracking Number: BICI0064-AR(F)
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1006 Directors & Officers Liability
 Product Name: Non-Profit Organization Management Liability Insurance Program
 Project Name/Number: /BICI0064-AR(F)

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	cover letter	Approved	Yes
Form	Wage and Hour Coverage Enhancement Supplemental Application	Approved	Yes
Form	Wage and Hour Coverage Enhancement Loss History Supplemental Application	Approved	Yes
Form	Wage and Hour Enhancement Endorsement (Sublimit)	Approved	Yes
Form	Wage and Hour Enhancement Endorsement (Joint Employer Exclusion and Sublimit)	Approved	Yes
Form	Mailing Address Endorsement	Approved	Yes
Form	Add/Delete Endorsement Without Additional Return Premium	Approved	Yes

SERFF Tracking Number: BEAZ-125774741 State: Arkansas
Filing Company: Beazley Insurance Company, Inc. State Tracking Number: EFT \$50
Company Tracking Number: BICI0064-AR(F)
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1006 Directors & Officers Liability
Product Name: Non-Profit Organization Management Liability Insurance Program
Project Name/Number: /BICI0064-AR(F)

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 09/24/2008

Submitted Date 09/24/2008

Respond By Date

Dear Renata Wright,

This will acknowledge receipt of the captioned filing.

Please reference Forms F00002 082007ed and F00001 052008 ed, the following provision:

An extended reporting period endorsement will not be issued unless the Insurer receives a written request for it within thirty (30) days after the Policy is cancelled or non-renewed, nor will it take effect unless the additional Premium is paid within thirty (30) days after the Policy is cancelled or nonrenewed.

Both 30 days references must be amended to 60 days, pursuant to AR Code Anno. 23-79-306 (1 & 3).

Please feel free to contact me if you have questions.

Sincerely,

Edith Roberts

Response Letter

Response Letter Status Submitted to State

Response Letter Date 09/25/2008

Submitted Date 09/25/2008

Dear Edith Roberts,

Comments:

Response 1

Comments: Thank you for your review of our submission. In response to your concerns, the reference in supplemental applications F00001 052008 ed. and F00002 082007 ed. to the extended reporting endorsement as found on the last page of these documents pertains to Wisconsin Insureds only.

SERFF Tracking Number: BEAZ-125774741 State: Arkansas
 Filing Company: Beazley Insurance Company, Inc. State Tracking Number: EFT \$50
 Company Tracking Number: BICI0064-AR(F)
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1006 Directors & Officers Liability
 Product Name: Non-Profit Organization Management Liability Insurance Program
 Project Name/Number: /BICI0064-AR(F)

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Wage and Hour Coverage Enhancement Supplemental Application	F00001	052008 ed.	Application/ New Binder/Enrollment		0.00	F00001 052008 ed.pdf
Approved	Wage and Hour Coverage Enhancement Loss History Supplemental Application	F00002	082007ed.	Application/ New Binder/Enrollment		0.00	F00002 082007 ed.pdf
Approved	Wage and Hour Enhancement Endorsement (Sublimit)	E00679	082008 ed.	Endorsement/ New Amendment/Conditions		0.00	E00679 082008 ed..pdf
Approved	Wage and Hour Enhancement Endorsement (Joint Employer Exclusion and Sublimit)	E00668	082008 ed.	Endorsement/ New Amendment/Conditions		0.00	E00668 082008 ed..pdf
Approved	Mailing Address Endorsement	E00527	052008 ed.	Endorsement/ New Amendment/Conditions		0.00	E00527 052008 ed..pdf
Approved	Add/Delete Endorsement Without Additional Return Premium	E00303	022008 ed.	Endorsement/ New Amendment/Conditions		0.00	E00303 022008 ed..pdf

<BEAZLEY NAME LOGO>

<BROKER LOGO IF APPLICABLE>

WAGE AND HOUR COVERAGE ENHANCEMENT SUPPLEMENTAL APPLICATION

NOTICE TO NEW YORK APPLICANTS: The Policy for which this Application is made is a claims made Policy. Upon termination of coverage for any reason, a 60-day automatic extension period will apply. For an additional premium, an extended reporting period of twelve months can be purchased as indicated in the Policy. Except as otherwise provided herein, the Policy only applies to Claims first made during the Policy Period, the automatic extension period or, if applicable, the extended reporting period. No coverage exists for Claims made after the end of the Policy Period and the automatic extension period except to the extent the extended reporting period applies. No coverage will exist after the expiration of the automatic extension period or, if purchased, the extended reporting period, which may result in a potential coverage gap if prior acts coverage is not subsequently provided by the other insurer. During the first several years of a claims-made relationship, claims-made rates are comparatively lower than occurrence rates, and the Insured can expect substantial annual premium increases, independent of overall rate increases, until the claims-made relationship reaches maturity. The Limit of Liability available to pay damages or settlements shall be reduced and may be exhausted by Defense Costs and Defense Costs shall be applied to the Retention. The Insurer is not obligated to pay any loss, including Defense Costs, after the Limit of Liability has been exhausted by payment of Loss, including Defense Costs.

NOTICE TO MINNESOTA APPLICANTS: The Policy for which this Application is made is a claims made and reported Policy subject to its terms. This Policy applies only to any Claim first made against the Insureds during the Policy Period or the extended reporting period, if purchased, provided such Claim is reported to the Insurer or the Insurer's agent or broker as provided in the Policy. Only Claims actually made during the Policy Period are covered unless coverage for an extended reporting period is purchased. If an extended reporting period is not made available the Insured risk's having gaps in coverage when switching from one company to another. Moreover, even if such a reporting period is made available the Insured may be personally liable for claims reported after the period expires. Claims made policies may not provide coverage for Wrongful Acts committed before a fixed retroactive date. Rates for claims made policies are discounted in the early years of a policy, but increase steadily over time. Amounts incurred as Defense Costs shall reduce and may exhaust the applicable Limits of Liability and are subject to the Retentions.

NOTICE TO ALL OTHER APPLICANTS: THE POLICY FOR WHICH THIS SUPPLEMENTAL APPLICATION IS MADE IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS, SUCH POLICY APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR AN APPLICABLE EXTENDED REPORTING PERIOD AND REPORTED TO THE INSURER IN ACCORDANCE WITH THE POLICY TERMS. DEFENSE COSTS SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTIONS. THE INSURER IS NOT LIABLE FOR DEFENSE COSTS OR ANY JUDGMENT OR SETTLEMENT ONCE THE LIMIT OF LIABILITY IS EXHAUSTED BY DEFENSE COSTS OR OTHER LOSS. THE APPLICATION, ITS ATTACHMENTS AND THIS SUPPLEMENTAL APPLICATION ARE HEREBY ATTACHED AND MADE A PART OF THIS POLICY.

INSTRUCTIONS:

- 1) Answer all questions (if not applicable, show N/A) and attach all additional information/explanations as required.
- 2) Application must be dated and have an authorized signature.
- 3) PLEASE READ STATEMENTS AT END OF APPLICATION CAREFULLY.

ORGANIZATIONAL INFORMATION:

Applicant Name _____

Principal Address _____

City, State, Zip _____ Web Address _____

- | | Yes | No |
|--|--------------------------|--------------------------|
| 1. Do all exempt management personnel, as part of their primary duties: | | |
| a) have direct management control over at least 2 employees? | <input type="checkbox"/> | <input type="checkbox"/> |
| b) have authority to hire and fire or to make recommendations on hiring and firing? | <input type="checkbox"/> | <input type="checkbox"/> |
| c) spend less than 50% of their time supervising employees? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do all exempt administrative personnel, as part of their primary duties, have authority to make some independent decisions (e.g. sign contracts, bind the Applicant, hire/fire)? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Do all exempt outside sales personnel get paid on a commission or partial commission basis? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Do any non-exempt employees get paid less than minimum wage, including but not limited to, those with the expectation that the difference will be made up by gratuities, commissions or piece rate? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Are any non-exempt personnel not paid for any time that they are required to be on Applicant's premises (i.e., putting on or removing uniforms or equipment) or traveling at Applicant's direction? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Do any non-exempt employees receive reduced hours in exchange for working more than 40 hours in one week in lieu of overtime pay? | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. If Applicant has independent contractors, do they: | | |
| a) work under the direct supervision and control of Applicant employees? | <input type="checkbox"/> | <input type="checkbox"/> |
| b) use equipment or tools supplied by Applicant? | <input type="checkbox"/> | <input type="checkbox"/> |
| c) receive company benefits? | <input type="checkbox"/> | <input type="checkbox"/> |
| d) wear company uniform? | <input type="checkbox"/> | <input type="checkbox"/> |
| e) have a mandate to attend company meetings? | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Does Applicant contract with an outside company for services to be performed on Applicant's premises by that company's employees? | <input type="checkbox"/> | <input type="checkbox"/> |
| If yes, is there a written indemnity agreement holding Applicant harmless for | <input type="checkbox"/> | <input type="checkbox"/> |

	Yes	No
any wage and hour violations?		
9. Does Applicant audit or review its wage and hour practices to ensure compliance with state and federal laws; including classification of exempt / non-exempt Employees, how overtime is calculated, and meal and rest break periods? If yes, is an attorney involved and how frequent are the audits?	<input type="checkbox"/>	<input type="checkbox"/>
10. Does Applicant retain payroll records for the last three years?	<input type="checkbox"/>	<input type="checkbox"/>
11. Does Applicant track the number of hours of salaried employees for payroll purposes?	<input type="checkbox"/>	<input type="checkbox"/>
12. Has Applicant changed the status of any non-exempt job category to exempt in the last 4 years? If yes, please provide details.	<input type="checkbox"/>	<input type="checkbox"/>
13. Does Applicant maintain job descriptions for each employee at each location and periodically review them against the employee's actual job duties?	<input type="checkbox"/>	<input type="checkbox"/>
14. Does Applicant regularly review job descriptions and update them with the assistance of an attorney?	<input type="checkbox"/>	<input type="checkbox"/>
15. For any non-exempt employees that are required to be on-call or stand-by to the extent that they are restricted from doing their normal activities (ie, must stay within a 3 mile radius from work), are they compensated for this time?	<input type="checkbox"/>	<input type="checkbox"/>
16. Have any losses, lawsuits, administrative proceedings, including audits, investigations, or reviews by the Department of Labor or similar state agencies, including but not limited to the California Department of Industrial Relations, hearings or demands been made against the Applicant or any entity or person proposed for this insurance during the last five (5) years alleging violation of or investigating compliance with any wage and hour law, including but not limited to the California Labor Code? If yes, please provide details.	<input type="checkbox"/>	<input type="checkbox"/>

The undersigned declares that the statements set forth herein are true and include all material information. For New Hampshire applicants, the foregoing statement is limited to the best of the undersigned's knowledge, after reasonable inquiry. The undersigned agrees that if the information supplied in this Application changes between the date of this Application and the effective date of the insurance, he/she will, in order for the information to be accurate on the effective date of the insurance, immediately notify the Insurer of such changes, and the Insurer may withdraw or modify any outstanding quotations or authorizations or agreements to bind the insurance.

Signing of this Application does not bind the Applicant or the Insurer to complete the insurance, but it is represented that the statements contained in this Application and the materials submitted herewith are the basis of the contract should a Policy be issued and have been relied upon by the Insurer in issuing any Policy. The Insurer is authorized to make any investigation and inquiry in connection with this Application as it deems necessary.

Authorized Representative

If this Supplemental Application is completed in Wisconsin, please note the following:

- If the Insured cancels the Policy, earned Premium shall be computed on a short rate basis. The Premium shall be deemed fully earned if any Claim under the Policy is reported to the Insurer on or before the date of cancellation.
- An extended reporting period endorsement will not be issued unless the Insurer receives a written request for it within thirty (30) days after the Policy is cancelled or non-renewed, nor will it take effect unless the additional Premium is paid within thirty (30) days after the Policy is cancelled or non-renewed. Once that Premium is paid the endorsement may not be cancelled and the additional Premium will be fully earned.

<BEAZLEY NAME LOGO>

<BROKER LOGO IF APPLICABLE>

**WAGE AND HOUR COVERAGE ENHANCEMENT
LOSS HISTORY SUPPLEMENTAL APPLICATION**

NOTICE TO NEW YORK APPLICANTS: The Policy for which this Application is made is a claims made Policy. Upon termination of coverage for any reason, a 60-day automatic extension period will apply. For an additional premium, an extended reporting period of twelve months can be purchased as indicated in the Policy. Except as otherwise provided herein, the Policy only applies to Claims first made during the Policy Period, the automatic extension period or, if applicable, the extended reporting period. No coverage exists for Claims made after the end of the Policy Period and the automatic extension period except to the extent the extended reporting period applies. No coverage will exist after the expiration of the automatic extension period or, if purchased, the extended reporting period, which may result in a potential coverage gap if prior acts coverage is not subsequently provided by the other insurer. During the first several years of a claims-made relationship, claims-made rates are comparatively lower than occurrence rates, and the Insured can expect substantial annual premium increases, independent of overall rate increases, until the claims-made relationship reaches maturity. The Limit of Liability available to pay damages or settlements shall be reduced and may be exhausted by Defense Costs and Defense Costs shall be applied to the Retention. The Insurer is not obligated to pay any loss, including Defense Costs, after the Limit of Liability has been exhausted by payment of Loss, including Defense Costs.

NOTICE TO MINNESOTA APPLICANTS: The Policy for which this Application is made is a claims made and reported Policy subject to its terms. This Policy applies only to any Claim first made against the Insureds during the Policy Period or the extended reporting period, if purchased, provided such Claim is reported to the Insurer or the Insurer's agent or broker as provided in the Policy. Only Claims actually made during the Policy Period are covered unless coverage for an extended reporting period is purchased. If an extended reporting period is not made available the Insured risk's having gaps in coverage when switching from one company to another. Moreover, even if such a reporting period is made available the Insured may be personally liable for claims reported after the period expires. Claims made policies may not provide coverage for Wrongful Acts committed before a fixed retroactive date. Rates for claims made policies are discounted in the early years of a policy, but increase steadily over time. Amounts incurred as Defense Costs shall reduce and may exhaust the applicable Limits of Liability and are subject to the Retentions.

NOTICE TO ALL OTHER APPLICANTS: THE POLICY FOR WHICH THIS SUPPLEMENTAL APPLICATION IS MADE IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS, SUCH POLICY APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR AN APPLICABLE EXTENDED REPORTING PERIOD AND REPORTED TO THE INSURER IN ACCORDANCE WITH THE POLICY TERMS. DEFENSE COSTS SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTIONS. THE INSURER IS NOT LIABLE FOR DEFENSE COSTS OR ANY JUDGMENT OR SETTLEMENT ONCE THE LIMIT OF LIABILITY IS EXHAUSTED BY DEFENSE COSTS OR OTHER LOSS. THE APPLICATION, ITS ATTACHMENTS AND THIS SUPPLEMENTAL APPLICATION ARE HEREBY ATTACHED AND MADE A PART OF THIS POLICY.

INSTRUCTIONS:

- 1) Answer all questions (if not applicable, show N/A) and attach all additional information/explanations as required.
- 2) Application must be dated and have an authorized signature.
- 3) PLEASE READ STATEMENTS AT END OF APPLICATION CAREFULLY.

ORGANIZATIONAL INFORMATION:

Applicant Name _____

Principal Address _____

City, State, Zip _____ Web Address _____

1. Have any losses, lawsuits, administrative proceedings, including audits, investigations, or reviews by the Department of Labor or similar state agencies, including but not limited to the California Department of Industrial Relations, hearings or demands been made against the Applicant or any entity or person proposed for this insurance during the last five (5) years alleging violation of or investigating compliance with any wage and hour law, including but not limited to the California Labor Code? If yes, please provide details.

Yes

No

The undersigned declares that the statements set forth herein are true and include all material information. The undersigned agrees that if the information supplied in this Application changes between the date of this Application and the effective date of the insurance, he/she will, in order for the information to be accurate on the effective date of the insurance, immediately notify the Insurer of such changes, and the Insurer may withdraw or modify any outstanding quotations or authorizations or agreements to bind the insurance.

Signing of this Application does not bind the Applicant or the Insurer to complete the insurance, but it is represented that the statements contained in this Application and the materials submitted herewith are the basis of the contract should a Policy be issued and have been relied upon by the Insurer in issuing any Policy. The Insurer is authorized to make any investigation and inquiry in connection with this Application as it deems necessary.

All written statements and materials furnished to the Insurer in conjunction with this Application are hereby incorporated by reference into this Application and made a part hereof. This Application and materials submitted with it shall be retained on file with the Insurer and shall be deemed attached to and become part of the Policy if issued. This paragraph does not apply in the states of Utah and Wisconsin.

NOTE TO UTAH AND WISCONSIN RESIDENTS: All written statements and materials furnished to the Insurer in conjunction with this Application are made a part hereof provided this Application and such materials are attached to the Policy at the time of its delivery.

WARNING TO ALL APPLICANTS

ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT (S)HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT MAY BE GUILTY OF INSURANCE FRAUD.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: "WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT."

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

WAGE AND HOUR ENHANCEMENT ENDORSEMENT
(<Sublimit>SUBLIMIT)

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Notwithstanding Section IV. Exclusions L, the Insurer agrees to provide **Defense Costs** coverage for **Wage and Hour Claims**.

For purposes of this endorsement, **Wage and Hour Claim** shall mean any **Claim** solely alleging violations of any **Wage and Hour Law**.

The Insurer's maximum aggregate limit of liability pursuant to this endorsement shall be <Sublimit> and shall only apply to **Defense Costs** ("the Wage and Hour Limit"). The Wage and Hour Limit shall be part of, and not in addition to, the Limit of Liability identified in Item 5.a. of the Declarations. In no event shall the Wage and Hour Limit apply to **Loss** other than **Defense Costs** incurred in connection with **Wage and Hour Claims** and in no event shall the Insurer be obligated to pay more than the Limit of Liability identified in Items 5.a. - 5.c. of the Declarations.

As respects coverage for **Claims** that allege violations of any **Wage and Hour Law** and also contain allegations of otherwise covered **Employment Wrongful Acts**, the <Sublimit> Wage and Hour Limit shall apply to those **Defense Costs** attributable solely to that portion of the **Claim** alleging violations of any **Wage and Hour Law**. Notwithstanding the provision of Section VI. Settlement and Defense, the limits of liability stated in Item 5. shall apply to **Loss**, including **Defense Costs**, attributable solely to that portion of such **Claim** alleging the covered **Employment Wrongful Acts**.

2. Section III. Definitions I. is amended with the addition of the following:

Employment Wrongful Act shall not include violations of any **Wage and Hour Law**.

3. No coverage shall be available for any **Wage and Hour Claim**, or for that portion of any **Claim** that alleges violations of any **Wage and Hour Law**:
 - a. if any **Insured** was made aware of such violations of the **Wage and Hour Law** prior to the inception date of the Policy; or
 - b. brought by or on behalf of or in the name or right of any person alleging that he or she is an **Employee** of the **Insured Organization**, as defined in paragraph 7. below, or at any time should have been classified as an **Employee** of the **Insured Organization**.
4. In excess of the applicable Retention and subject to the Wage and Hour Limit, the **Insureds** shall bear uninsured and at their own risk <Percentage>of **Defense Costs** resulting from any **Wage and Hour Claim** brought as a class action (whether certified or not) or by multiple claimants or in multiple plaintiff suits arising out of related **Insured Events**, and the Underwriters' liability shall apply only to the remaining percentage of such **Defense Expenses**.

5. Clause VI.E.1. is deleted and replaced with the following:
 - (a) one hundred percent (100%) of **Defense Costs** shall be allocated to covered **Loss** except costs associated with the defense of actual or alleged violations of **Wage and Hour Laws** (after exhaustion of the Wage and Hour Limit); and
6. For purposes of this endorsement, the term "**Employee**" means all persons whose labor or service is currently or has formerly been engaged by and directed by the **Insured Organization** and who is paid through the payroll of the **Insured Organization**. **Employee** does not include volunteers, leased or temporary employees or independent contractors.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

WAGE AND HOUR ENHANCEMENT ENDORSEMENT
(JOINT EMPLOYER EXCLUSION AND \$<Sublimit>SUBLIMIT)

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Notwithstanding Section IV. Exclusions L, the Insurer agrees to provide **Defense Costs** coverage for **Wage and Hour Claims**.

For purposes of this endorsement, **Wage and Hour Claim** shall mean any **Claim** solely alleging violations of any **Wage and Hour Law**.

The Insurer's maximum aggregate limit of liability pursuant to this endorsement shall be <Sublimit>and shall only apply to **Defense Costs** ("the Wage and Hour Limit"). The Wage and Hour Limit shall be part of, and not in addition to, the Limit of Liability identified in Item 5.a. of the Declarations. In no event shall the Wage and Hour Limit apply to **Loss** other than **Defense Costs** incurred in connection with **Wage and Hour Claims** and in no event shall the Insurer be obligated to pay more than the Limit of Liability identified in Items 5.a. - 5.c. of the Declarations.

As respects coverage for **Claims** that allege violations of any **Wage and Hour Law** and also contain allegations of otherwise covered **Employment Wrongful Acts**, the <Sublimit>Wage and Hour Limit shall apply to those **Defense Costs** attributable solely to that portion of the **Claim** alleging violations of any **Wage and Hour Law**. Notwithstanding the provision of Section VI. Settlement and Defense, the limits of liability stated in Item 5. shall apply to **Loss**, including **Defense Costs**, attributable solely to that portion of such **Claim** alleging the covered **Employment Wrongful Acts**.

2. Section III. Definitions I. is amended with the addition of the following:

Employment Wrongful Act shall not include violations of any **Wage and Hour Law**.

3. No coverage shall be available for any **Wage and Hour Claim**, or for that portion of any **Claim** that alleges violations of any **Wage and Hour Law**:
 - a. if any **Insured** was made aware of such violations of the **Wage and Hour Law** prior to the inception date of the Policy; or
 - b. brought by or on behalf of or in the name or right of any person alleging that he or she is an **Employee** of the **Insured Organization**, as defined in paragraph 7. below, or at any time should have been classified as an **Employee** of the **Insured Organization**.
4. This policy does not cover that portion of any **Claim** alleging violation of any **Wage and Hour Law** which also alleges that the **Insured** is a joint employer or responsible as an employer for an employee of another entity that is not an **Insured**.

5. In excess of the applicable Retention and subject to the Wage and Hour Limit, the **Insureds** shall bear uninsured and at their own risk <Percentage>of **Defense Costs** resulting from any **Wage and Hour Claim** brought as a class action (whether certified or not) or by multiple claimants or in multiple plaintiff suits arising out of related **Insured Events**, and the Underwriters' liability shall apply only to the remaining percentage of such **Defense Expenses**.
6. Clause VI.E.1. is deleted and replaced with the following:
 - (a) one hundred percent (100%) of **Defense Costs** shall be allocated to covered **Loss** except costs associated with the defense of actual or alleged violations of **Wage and Hour Laws** (after exhaustion of the Wage and Hour Limit); and
7. For purposes of this endorsement, the term "**Employee**" means all persons whose labor or service is currently or has formerly been engaged by and directed by the **Insured Organization** and who is paid through the payroll of the **Insured Organization**. **Employee** does not include volunteers, leased or temporary employees or independent contractors.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

MAILING ADDRESS ENDORSEMENT

This endorsement modifies insurance provided under the following:

<Policy Name>[®]

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Item 1. is amended to include the following mailing address of the entity in Item 1. of the Declarations:

<Applicant Address>

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

ADD/DELETE ENDORSEMENT WITHOUT ADDITIONAL RETURN PREMIUM

This endorsement modifies insurance provided under the following:

<Policy Name>

It is hereby understood and agreed that the following endorsement(s) is <Added (to)/Deleted (from)> the Policy:

<Endorsement Title>

<Endorsement Edition Number>

Authorized Representative

SERFF Tracking Number: BEAZ-125774741 State: Arkansas
Filing Company: Beazley Insurance Company, Inc. State Tracking Number: EFT \$50
Company Tracking Number: BICI0064-AR(F)
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1006 Directors & Officers Liability
Product Name: Non-Profit Organization Management Liability Insurance Program
Project Name/Number: /BICI0064-AR(F)

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: BEAZ-125774741 State: Arkansas
Filing Company: Beazley Insurance Company, Inc. State Tracking Number: EFT \$50
Company Tracking Number: BICI0064-AR(F)
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1006 Directors & Officers Liability
Product Name: Non-Profit Organization Management Liability Insurance Program
Project Name/Number: /BICI0064-AR(F)

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 09/30/2008

Comments:

Attachment:

AR Forms Transmittal.pdf

Satisfied -Name: cover letter **Review Status:** Approved 09/30/2008

Comments:

Attachment:

AR Forms Letter.pdf

Property & Casualty Transmittal Document

Reset Form

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:

New Business

Renewal Business

f. State Filing #:

g. SERFF Filing #:

h. Subject Codes

3.	Group Name				Group NAIC #
	N/A				0000
4.	Company Name(s)	Domicile	NAIC #	FEIN #	State #
	Beazley Insurance Company, Inc.	CT	37540	04-2656602	

5. Company Tracking Number BICI0064-AR (F)

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

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Renata A. Wright 30 Batterson Park Road Farmington, CT 06032	Regulatory Paralegal	(860) 677-3737	(860) 679-0247	renata.wright@ beazley.com
7.	Signature of authorized filer		Renata Wright		
8.	Please print name of authorized filer		Renata Wright		

Digitally signed by Renata Wright
DN: cn=Renata Wright, c=US, o=Beazley, ou=Compliance, email=renata.wright@beazley.com
Date: 2008.09.11 09:50:58 -0400

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

9.	Type of Insurance (TOI)	17.1 Other Liability-Claims Made Only
10.	Sub-Type of Insurance (Sub-TOI)	17.1006 Directors & Officers Liability
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12.	Company Program Title (Marketing title)	Non-Profit Organization Management Liability Insurance Program
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14.	Effective Date(s) Requested	New: upon approval Renewal: upon approval
15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	N/A
17.	Reference Organization # & Title	N/A
18.	Company's Date of Filing	9/12/2008
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking # BICI0064-AR (F)

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

In accordance with the laws of your state, Beazley Insurance Company, Inc. is submitting this Form filing to modify our currently approved Non-Profit Organization Management Liability Insurance Program. For your information, our original filing of this product was approved by your Department effective October 19, 2006 under our Company Filing Designation Number BICI-NP-AR-01(F).

The following summarizes the form changes that we would like to make with this filing:

Add the following new forms

F00001 052008 ed. Wage and Hour Coverage Enhancement Supplemental Application
F00002 082007ed. Wage and Hour Coverage Enhancement Loss History Supplemental Application
E00679 082008 ed. Wage and Hour Enhancement Endorsement (Sublimit)
E00668 082008 ed. Wage and Hour Enhancement Endorsement (Joint Employer Exclusion and Sublimit)
E00303 022008 ed. Add/Delete Endorsement Without Additional Return Premium
E00527 052008 ed. Mailing Address Endorsement

For your information, a corresponding Rule filing was submitted to your department under our Filing No. BICI0064-AR (RU) which provides the corresponding rule changes we propose to coincide with this filing.

The following documents are attached as part of this filing:

- Required State Forms (if applicable).
- Sample copies of each form being submitted for approval.

We propose to implement this filing for all policies upon your earliest review and approval.

[View Complete Filing Description](#)

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:

EFT authorized

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 #	BICI0064-AR (F)			
2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>	BICI0064-AR (RU)			
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	Wage and Hour Coverage Enhancement Supplemental Application	F00001 052008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Wage and Hour Coverage Enhancement Loss History Supplemental Application	F00002 082007 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Wage and Hour Enhancement Endorsement (Sublimit)	E00679 082008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Wage and Hour Enhancement Endorsement (Joint Employer Exclusion and Sublimit)	E00668 082008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Add/Delete Endorsement without Additional Return Premium	E00303 022008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Mailing Address Endorsement	E00527 052008 ed.	<input checked="" 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

September 12, 2008

Honorable Julie Benafield Bowman, Commissioner
Arkansas Insurance Department
1200 W 3rd Street
Little Rock, AR 72201-1904

RE: Beazley Insurance Company, Inc.
NAIC: Group Code: 0000
Company Code: 37540
FEIN: 04-2656602
Non-Profit Organization Management Liability Insurance Program
Our Filing No.: BICI0064-AR (F)
Type of Filing: Form

Dear Commissioner Bowman:

In accordance with the laws of your state, Beazley Insurance Company, Inc. is submitting this Form filing to modify our currently approved Non-Profit Organization Management Liability Insurance Program. For your information, our original filing of this product was approved by your Department effective October 19, 2006 under our Company Filing Designation Number BICI-NP-AR-01(F).

The following summarizes the form changes that we would like to make with this filing:

Add the following **new** forms

F00001 052008 ed.	Wage and Hour Coverage Enhancement Supplemental Application
F00002 082007ed.	Wage and Hour Coverage Enhancement Loss History Supplemental Application
E00679 082008 ed.	Wage and Hour Enhancement Endorsement (Sublimit)
E00668 082008 ed.	Wage and Hour Enhancement Endorsement (Joint Employer Exclusion and Sublimit)
E00303 022008 ed.	Add/Delete Endorsement Without Additional Return Premium
E00527 052008 ed.	Mailing Address Endorsement

For your information, a corresponding Rule filing was submitted to your department under our Filing No. BICI0064-AR (RU) which provides the corresponding rule changes we propose to coincide with this filing.

The following documents are attached as part of this filing:

- Required State Forms (if applicable).
- Sample copies of each form being submitted for approval.

**Beazley Insurance
Company, Inc.**

30 Batterson Park Road
Farmington, CT 06032
USA

Phone (860) 677 3700
Fax (860) 679 0247

info@beazley.com
www.beazley.com

Page 2

We propose to implement this filing for all policies upon your earliest review and approval. Kindly contact me with any comments/questions or with documentation of the Department's approval of this filing.

Sincerely,

Renata A. Wright
Regulatory Paralegal
Tel: 866-623-2953 or 860-677-3737
Fax: 860-679-0247
E-Mail: renata.wright@beazley.com
Enclosures