

SERFF Tracking Number: AGNY-125275062 State: Arkansas
First Filing Company: American Home Assurance Company, ... State Tracking Number: AR-PC-07-025902
Company Tracking Number: AIC-07-EPLI-02
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0010 Employment Practices Liability
Product Name: Employment Practices Liability Insurance
Project Name/Number: Employment Practices Liability Insurance Endorsements/AIC-07-EPLI-02

Filing at a Glance

Companies: American Home Assurance Company, American International South Insurance Company, Granite State Insurance Company, National Union Fire Insurance Company of Pittsburgh, Pa., New Hampshire Insurance Company, AIG Casualty Company

Product Name: Employment Practices Liability Insurance SERFF Tr Num: AGNY-125275062 State: Arkansas

TOI: 17.0 Other Liability - Claims Made/Occurrence SERFF Status: Closed State Tr Num: AR-PC-07-025902

Sub-TOI: 17.0010 Employment Practices Liability Co Tr Num: AIC-07-EPLI-02 State Status:

Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding

Author: Jameka Harris Disposition Date: 11/21/2007

Date Submitted: 08/28/2007 Disposition Status: Approved

Effective Date Requested (New): 09/28/2007

Effective Date (New):

Effective Date Requested (Renewal): 09/28/2007

Effective Date (Renewal):

General Information

Project Name: Employment Practices Liability Insurance Endorsements Status of Filing in Domicile: Pending

Project Number: AIC-07-EPLI-02

Domicile Status Comments:

Reference Organization: N/A

Reference Number: N/A

Reference Title: N/A

Advisory Org. Circular: N/A

Filing Status Changed: 11/21/2007

State Status Changed: 08/28/2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

This filing consists of three (3) applications and one hundred and fifty eight (158) endorsements to be used with the Employment Practices Liability Insurance Policy – Form No. 67548 (4/97).

Please refer to the attached Forms Listing for information about the forms included in this submission.

SERFF Tracking Number: AGNY-125275062 State: Arkansas
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Company and Contact

Filing Contact Information

Jameka Harris, Filings Analyst jameka.harris@aig.com
 175 Water Street, 17th Floor (212) 458-7056 [Phone]
 New York, NY 10038 (212) 458-7077[FAX]

Filing Company Information

American Home Assurance Company	CoCode: 19380	State of Domicile: New York
70 Pine Street	Group Code:	Company Type:
New York, NY 10270	Group Name:	State ID Number:
(212) 770-7000 ext. [Phone]	FEIN Number: 13-5124990	

American International South Insurance Company	CoCode: 40258	State of Domicile: Pennsylvania
70 Pine Street	Group Code:	Company Type:
New York, NY 10270	Group Name:	State ID Number:
(212) 770-7000 ext. [Phone]	FEIN Number: 02-6008643	

Granite State Insurance Company	CoCode: 23809	State of Domicile: Pennsylvania
70 Pine Street	Group Code:	Company Type:
New York, NY 10270	Group Name:	State ID Number:
(212) 770-7000 ext. [Phone]	FEIN Number: 02-0140690	

National Union Fire Insurance Company of Pittsburgh, Pa.	CoCode: 19445	State of Domicile: Pennsylvania
70 Pine Street	Group Code:	Company Type:
New York, NY 10270	Group Name:	State ID Number:
(212) 770-7000 ext. [Phone]	FEIN Number: 25-0687550	

New Hampshire Insurance Company	CoCode: 23841	State of Domicile: Pennsylvania
70 Pine Street	Group Code:	Company Type:
New York, NY 10270	Group Name:	State ID Number:
(212) 770-7000 ext. [Phone]	FEIN Number: 02-0172170	

AIG Casualty Company	CoCode: 19402	State of Domicile: Pennsylvania
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70 Pine Street
New York, NY 10270
(212) 770-7000 ext. [Phone]

Group Code:
Group Name:
FEIN Number: 25-1118791

Company Type:
State ID Number:

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Filing Fees

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

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
00102363	\$50.00	08/23/2007

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	11/21/2007	11/21/2007

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	09/10/2007	09/10/2007	Jameka Harris	11/09/2007	11/09/2007
Industry Response						

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Request for extension	Note To Reviewer	Jameka Harris	09/13/2007	09/13/2007

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Disposition

Disposition Date: 11/21/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

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	Approved	Yes
Supporting Document	Forms Lisiting	Approved	Yes
Form	Application	Approved	Yes
Form	Renewal Application	Approved	Yes
Form	AIG Personal Identity Theft Coverage Supplemental Application	Approved	Yes
Form	1 V. 1 Exclusion - Deleted	Approved	Yes
Form	1 V. 1 Exclusion - Exceptions for Cross Claims Past Directors	Approved	Yes
Form	Absolute Bodily Injury and Property Damage Exclusion (Other than Emotional Distress and Mental Anguish)	Approved	Yes
Form	Additional Insured - Listed Affiliates	Approved	Yes
Form	Additional Insured - Listed Individuals- Co-Defendant Basis	Approved	Yes
Form	Affiliate Exclusion (Claims Brought By)	Approved	Yes
Form	Affiliate Exclusion (Ownership, Operation, Management, Control)	Approved	Yes
Form (revised)	AIG Personal Identity Theft Coverage	Approved	Yes
Form	AIG Personal Identity Theft Coverage	Approved	Yes
Form	Broker of Record	Approved	Yes
Form	Cancellation - Flat Rate	Approved	Yes
Form	Cancellation - Short Rate	Approved	Yes
Form	Change in Control - Extened Notice Deadline to 60 Days	Approved	Yes
Form	Change in Control - Premium Cap	Approved	Yes
Form	Change in Control - Reporting Window Increased Up to _____ Days	Approved	Yes
Form	Change in Control - Specific Transactions Waived	Approved	Yes
Form	Change of Control Exclusion	Approved	Yes
Form	Change in Control - Trigger C Deleted	Approved	Yes
Form	Choice of Law	Approved	Yes

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Form	Choice of Law and Venue	Approved	Yes
Form	Choice of Law and Venue (Domicile Jurisdiction)	Approved	Yes
Form	Coinsurance	Approved	Yes
Form	Cosent of Insurer - Settlement Within Retention	Approved	Yes
Form	Consent of Insurer - Settlement Within Retention - Threshold	Approved	Yes
Form	Continuity Dates - Backdated for Directors and Officers	Approved	Yes
Form	Continuity Dates - Excess Limits	Approved	Yes
Form	Continuity Dates - Third Party	Approved	Yes
Form	Discrimination/Harassment		
Form	Contractual Liability - 50% Defense Cost Feature	Approved	Yes
Form	Coordination of AIG Limits	Approved	Yes
Form	Crisis Fund for Employment Related Events	Approved	Yes
Form	Discovery - Bilateral - 1 Year Present - 2 & 3 TBD	Approved	Yes
Form	Discovery - Bilateral - Premium Preset (Cap) - 1, 2 & 3	Approved	Yes
Form	Discovery - Bilateral - Premium TBD	Approved	Yes
Form (revised)	Discovery Clause - 60 Days to Elect Discovery	Approved	Yes
Form	Discovery Clause - 60 Days to Elect Discovery	Approved	Yes
Form	Discovery Elected	Approved	Yes
Form	Discovery - Unilateral - 1 Year Preset - 2 & 3 TBD	Approved	Yes
Form	Discovery - Unilateral - Premium Preset (Cap) - 1, 2 & 3	Approved	Yes
Form	Discovery - Unilateral - Premium TBD	Approved	Yes
Form (revised)	Dispute Resolution Amended	Approved	Yes
Form	Dispute Resolution Amended	Approved	Yes
Form	Dispute Resolution - Locations - Add	Approved	Yes

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Boston & State of Formation

Form	Domestic Partner Coverage	Approved	Yes
Form	Employees - Independent Contractor & Lesased Worker As "Natural Person Insureds"	Approved	Yes
Form	Employees - Independent Contractor Blanket (Not Scheduled)	Approved	Yes
Form	Employees - Independent Contractor Defined	Approved	Yes
Form	Employees - Independant Contractors & Leased Workers	Approved	Yes
Form	Employees - Leased Employees Defined	Approved	Yes
Form	Employees - Leased Individuals Deleted	Approved	Yes
Form	Employees - Liability of Insured for Independent Contractor	Approved	Yes
Form	Employment Practices Violation - Expanded Liability of Insured From Unscheduled Independent Contractors	Approved	Yes
Form	Endorsements Deleted	Approved	Yes
Form	Excess Limits P&P Litigation and Known Violations Exclusion	Approved	Yes
Form	Excess Limits - Pending & Prior Litigation Exclusion	Approved	Yes
Form	Excess Non-Follow Form	Approved	Yes
Form	Excess Non-Follow Form (Excess Form 74675 style)	Approved	Yes
Form	Excess Non-Follow Form - DIC	Approved	Yes
Form	Excess Non-Follow Form - Difference in Conditions (Excess Form 74675 style)	Approved	Yes
Form	Exclusion (A) - Wrongful Profit or Advantage Deleted	Approved	Yes
Form (revised)	Exclusion (C) - Exception if Uncovered Under Prior Policy	Approved	Yes
Form	Exclusion (C) - Exception if Uncovered Under Prior Policy	Approved	Yes
Form	Exclusion (I) - Exception - Defense Costs	Approved	Yes

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Form	Exclusion (I) - Mental Anguish - Emotional Distress	Approved	Yes
Form	Exclusion (J) - Fair Labor Standards Act	Approved	Yes
Form	Exclusion (J) and (K) - Exception for Retaliation	Approved	Yes
Form	Exclusion (K) - Programs and Regulated Benefits "For" Wording	Approved	Yes
Form	Exclusion - Foreign Human Rights Violations	Approved	Yes
Form	Failure to Effect and/or Maintain Insurance Exclusion	Approved	Yes
Form (revised)	Final Determination Wording	Approved	Yes
Form	Final Determination Wording	Approved	Yes
Form (revised)	Final Determination Wording - Admission Protection	Approved	Yes
Form	Final Determination Wording - Admission Protection	Approved	Yes
Form	Front and Back Pay Coverage Excluded	Approved	Yes
Form	Global Liberalization	Approved	Yes
Form	Guaranteed Renewal Endorsement	Approved	Yes
Form	Hold Harmless	Approved	Yes
Form	Insured Definition Amendatory Endorsement (NY Exclusionary)	Approved	Yes
Form	Insurability of Loss - Most Favorable Law	Approved	Yes
Form	Known Employment Practices Violation Exclusion	Approved	Yes
Form	Liability Assumed by Contract Exclusion 4(L) Amended	Approved	Yes
Form	Liability Assumed by Contract Exclusion (Liability of Others)	Approved	Yes
Form	Liberalization Feature	Approved	Yes
Form	Liberalization Program Enhancement	Approved	Yes
Form	Management Risk Protector	Approved	Yes
Form	Named Entity Amended	Approved	Yes
Form	Named Entity - More Than One Entity	Approved	Yes

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Form	Named Entity Only - No Subsidiary Coverage	Approved	Yes
Form	Named Parent Directors and Officers Co-Defendant Coverage	Approved	Yes
Form	Named Parent Extension	Approved	Yes
Form	"No Liability" Retention Waiver Deleted	Approved	Yes
Form	"No Liability" Retention Waiver Deleted First Settlement Opportunity Reduction Deleted	Approved	Yes
Form	"No Liability" Retention Waiver Deleted First Settlement Opportunity Reduction Deleted (Per Claim Retention)	Approved	Yes
Form	"No Liability" Rentention Waiver Deleted - First Settlement Opportunity Reduction Deleted - Per Claim and Seperate Per Claim Retention For Class Actions	Approved	Yes
Form	Non-Cancelable Policy By Insurer or Insured	Approved	Yes
Form	Not-For-Profit Coverage	Approved	Yes
Form	Notice/Claim Reporting - Bordereau	Approved	Yes
Form (revised)	Notice/Claim Reporting - Post Policy Reporting Window Increased Up to 45 Days	Approved	Yes
Form	Notice/Claim Reporting - Post Policy Reporting Window Increased Up to 45 Days	Approved	Yes
Form (revised)	Notice/Claim Reporting - Post Policy Reporting Window Increased Up to 60 Days	Approved	Yes
Form	Notice/Claim Reporting - Post Policy Reporting Window Increased Up to 60 Days	Approved	Yes
Form	Notice/Claim Reporting Threshold - 25% Retention, Fixed Dollar Amount	Approved	Yes
Form	Notice/Claim Reporting Threshold - 25% Retention or Fixed Dollar Amount	Approved	Yes
Form	Notice/Claim Reporting Threshold - Fixed	Approved	Yes

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	Amount		
Form	Notice/Claim Reporting Threshold - Fixed Amount and Specified Department of General Counsel	Approved	Yes
Form	Notice/Claim Reporting Threshold - Specified Department or General Counsel	Approved	Yes
Form	Notice/Claim Reporting Threshold - Risk Manager or General Counsel	Approved	Yes
Form	ODL Coverage Extension Additional Outside Entities	Approved	Yes
Form	ODL Coverage Extension Additional Outside Entities - Triple Excess Basis	Approved	Yes
Form	ODL Coverage Extension - Broad Form	Approved	Yes
Form	ODL Coverage Extension Designated Individuals	Approved	Yes
Form	ODL Coverage Extension Specific Request or Direction	Approved	Yes
Form	Order of Payments	Approved	Yes
Form	Outside Entity Individual Insured Written Requirement Deleted	Approved	Yes
Form	Panel Counsel - All Claims	Approved	Yes
Form	Panel Counsel - Firm List Amended Employment Practices Liability	Approved	Yes
Form	Panel Counsel - Non Designated Claim	Approved	Yes
Form	Panel Counsel - Pre-Approved "Local Counsel"	Approved	Yes
Form	Panel Counsel - USA Only	Approved	Yes
Form	Parent Exclusion	Approved	Yes
Form	Parent Exclusion - Co-Defendant Basis	Approved	Yes
Form	Pending and Prior Litigation and Known Employment Practices Violations Exclusion	Approved	Yes
Form	Policy Period Extended	Approved	Yes
Form	Presumptive Indemnification	Approved	Yes
Form	Prevailing Plaintiff's Attorney Fees Award	Approved	Yes
Form	Prior Acts Exclusion - As of Policy	Approved	Yes

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Inception

Form	Prior Acts Exclusion - Backdated	Approved	Yes
Form	Prior Acts Exclusion - For Excess Coverage	Approved	Yes
Form	Punitive Damages, Exemplary and Multiplied Damages Coverage With Sublimit	Approved	Yes
Form	Redlining Exclusion	Approved	Yes
Form	Redlining Exclusion - Insurance	Approved	Yes
Form	Redlining Exclusion - Not Industry Specific	Approved	Yes
Form	Reliance	Approved	Yes
Form	Reliance Upon Application Made to Another Carrier	Approved	Yes
Form	Retention - Seperate Per Claim Retention Per Class Action	Approved	Yes
Form	Run-Off - Automatic Premium TBD	Approved	Yes
Form	Run-Off - Automatic Prepaid	Approved	Yes
Form	Run-Off Automatic Preset Premium Percentage	Approved	Yes
Form	Run-Off - Seller/Buyer Merger	Approved	Yes
Form	Run-Off - Standard	Approved	Yes
Form	Same Gender Harassment - Express Coverage	Approved	Yes
Form	Settlement Opportunity Provision Amendatory Endorsement	Approved	Yes
Form	Settlement Within Retention	Approved	Yes
Form	Severability of the Application	Approved	Yes
Form	Severability of the Application - Non Management Employees	Approved	Yes
Form	Severability of the Application - Signer Imputation	Approved	Yes
Form	Specific Entities Exclusion - Claims Made Against Them	Approved	Yes
Form	Specific Entites Exclusion - Subsequent Acts	Approved	Yes

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Form	Specific Entity Exclusion - Claims Brought By Them	Approved	Yes
Form	Specific Investigation/Claim/Litigation/Event or Acts Exclusion	Approved	Yes
Form	Specific Individuals Exclusion - Claims Made By Them	Approved	Yes
Form	State Amendatory Inconsistent	Approved	Yes
Form	Subsidiary Auto - Sub % Amended	Approved	Yes
Form	Subsidiary Auto - Sub Rolling Basis	Approved	Yes
Form	Subsidiary Auto - Sub Rolling Basis Variable %	Approved	Yes
Form	Subsidiary Control Wording	Approved	Yes
Form	Subsidiary Control Wording With 60 Day Auto Coverage	Approved	Yes
Form	Subsidiary - Unknown Prior Acts Coverage	Approved	Yes
Form	Tendered Defense - Choice of Counsel - Panel Counsel Firm	Approved	Yes
Form	Third Party Coverage Deleted	Approved	Yes
Form	Third Party Claims - Consumer Lending Discrimination	Approved	Yes
Form	Third Party Claims - Continuity Dates	Approved	Yes
Form	Third Party Claims - Deleted Third Party Discrimination	Approved	Yes
Form	Third Party Claims - Delete Third Party Discrimination Leaders	Approved	Yes
Form	Third Party Claims - Seperate Per Claims Retention	Approved	Yes
Form	Third Party Claims Sublimit	Approved	Yes
Form	Worldwide Territory	Approved	Yes
Form	ARKANSAS AMENDATORY ENDORSEMENT	Approved	No

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Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 09/10/2007

Submitted Date 09/10/2007

Respond By Date

Dear Jameka Harris,

This will acknowledge receipt of the captioned filing.

This filing does not appear to have been attempted to be brought into compliance with AR laws through the SERFF filing checklist. There are over 30 forms that must be amended or withdrawn. Almost 50 forms were submitted in duplicate, causing a SECOND review of those forms, as that was easier than trying to sort out which had been already reviewed.

In the future, filings submitted as such will be returned as "Disapproved" until compliance with the checklist is illustrated. Your understanding and cooperation in this matter is appreciated, especially in filings numbering close to 600 pages.

Hence:

Please refer to Forms 90762, 90761, 90760. The thirty day reference must be amended to 60 days in accordance with AR Code Anno. 23-79-306 (1-3). Also, you may not refuse the right to either the basic extended reporting period or the optional for cancellation/termination/non-renewal for ANY reason including non-payment of premium or deductibles owed.

Likewise, the reference to 30 days must be changed to 60 days in Forms 90759, 90758, 90757, 91275, 91333, 91726, 90770, 90781, 90780, 90752, 94031.

Also, forms 90764, 90783 and 90782 must be withdrawn. You may not charge to increase the 30 day reporting period, when the law requires a 60 day reporting period free of charge and mandatory, pursuant to the above captioned code.

With reference to Forms 91763, 91766, 91776 and 91765, these must include a 60 day basic, free of charge basis Extended Reporting Period to run consecutively to the Optional Extended Reporting Period. The limits for the Optional ERP must be the greater of the limit of liability remaining or reinstated to 50% of the expiring policy aggregate.

The limit for the Optional Extended Reporting Period must also be changed as stated above in Form 91349, page 2,

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(6), 94036 (5), and 91350 (6).

With reference to Form 91723, Arkansas prohibits demanded and binding arbitration, pursuant to AR Code Anno. 23-79-203 (a). This language must be stricken from (C) (4) of this form. As this procedure is prohibited, you may include as an excluded claim any claim attempted to settle by this procedure and such language must be stricken from Forms 91284 and 91283 and 91280.

With reference to Form 94075, page 11 (2), you must allow 5 years in which to bring legal action against the company pursuant to AR General Code 16-56-111.

With reference to Form 91347, Punitive Damages must be defined similarly to "those damages imposed to punish a wrong-doer and to deter others from similar conduct" pursuant to AR Code Anno. 23-79-307 (8).

Please feel free to contact me if you have questions.

Sincerely,

Edith Roberts

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	11/09/2007
Submitted Date	11/09/2007

Dear Edith Roberts,

Comments:

Response 1

Comments: Used in conjunction with our Arkansas Amendatory Endorsement (attached), these endorsements would be brought in compliance with the above.

We respectfully withdraw forms 90764 (5/06) - Discovery Clause - 60 Days to Elect Discovery, 90783 (5/06) - Notice/Claim Reporting - Post Policy Reporting Window Increased Up to 45 Days, 90782 (5/06) - Notice/Claim Reporting - Post Policy Reporting Window Increased Up to 60 Days, 91723, (10/06)- Dispute Resolution Amended, 91284 (6/06) -Exclusion (C) - Exception if Uncovered Under Prior Policy, 91283 (6/06) - Final Determination Wording, 91280 (6/06) - Final Determination Wording - Admission Protection and 94075 (2/07) - AIG Personal Identity Theft Coverage, from further consideration, without prejudice.

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Used in conjunction with our Arkansas Amendatory Endorsement (attached), these endorsements would be brought in compliance with the above.

Please note that our Arkansas Amendatory Endorsement – Form 91295 (attached) provides a definition of punitive damages in accordance with AR Code Anno. 23-79-307 (8).

We hope this additional information will enable you to continue with a favorable review of our filing.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
AIG Personal Identity Theft Coverage	94075	(2/07)	Endorsement/Amendment/Conditions	Withdrawn		0	
Previous Version							
AIG Personal Identity Theft Coverage	94075	(2/07)	Endorsement/Amendment/Conditions	New		0	94075 (2-07) - AIG PERSONAL IDENTITY THEFT COVERA GE.pdf
Discovery Clause - 60 Days to Elect Discovery	90764	(5/06)	Endorsement/Amendment/Conditions	Withdrawn		0	
Previous Version							
Discovery Clause - 60 Days to Elect Discovery	90764	(5/06)	Endorsement/Amendment/Conditions	New		0	90764 (5-06) - DISCOVE

SERFF Tracking Number: AGNY-125275062 State: Arkansas
 First Filing Company: American Home Assurance Company, ... State Tracking Number: AR-PC-07-025902
 Company Tracking Number: AIC-07-EPLI-02
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0010 Employment Practices Liability
 Product Name: Employment Practices Liability Insurance
 Project Name/Number: Employment Practices Liability Insurance Endorsements/AIC-07-EPLI-02

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Dispute Resolution Amended 91723 (10/06) Endorsement/AmendmentWithdrawn /Conditions 0

Previous Version

Dispute Resolution Amended 91723 (10/06) Endorsement/AmendmentNew /Conditions 0

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Exclusion (C) - Exception if Uncovered Under Prior Policy 91284 (6/06) Endorsement/AmendmentWithdrawn /Conditions 0

Previous Version

Exclusion (C) - Exception if Uncovered Under Prior Policy 91284 (6/06) Endorsement/AmendmentNew /Conditions 0

91284 (6-
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Final Determination 91283 (6/06) Endorsement/AmendmentWithdrawn 0

SERFF Tracking Number: AGNY-125275062 State: Arkansas
 First Filing Company: American Home Assurance Company, ... State Tracking Number: AR-PC-07-025902
 Company Tracking Number: AIC-07-EPLI-02
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0010 Employment Practices Liability
 Product Name: Employment Practices Liability Insurance
 Project Name/Number: Employment Practices Liability Insurance Endorsements/AIC-07-EPLI-02

Wording /Conditions

Previous Version

Final Determination Wording	91283	(6/06)	Endorsement/Amendment New /Conditions	0	91283 (6-06) - FINAL DETERMINATION WORDING G.pdf
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Final Determination Wording - Admission Protection	91280	(6/06)	Endorsement/Amendment Withdrawn /Conditions	0	
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Previous Version

Final Determination Wording - Admission Protection	91280	(6/06)	Endorsement/Amendment New /Conditions	0	91280 (6-06) - FINAL DETERMINATION WORDING G-ADMISSION PROTECTION.pdf
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Notice/Claim Reporting - Post Policy Reporting Window Increased Up to 45 Days	90783	(5/06)	Endorsement/Amendment Withdrawn /Conditions	0	
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Previous Version

Notice/Claim Reporting - Post Policy Reporting Window Increased Up to 45 Days	90783	(5/06)	Endorsement/Amendment New /Conditions	0	90783 (5-06) - NOTICE-CLAIM REPORTING-POST
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SERFF Tracking Number: AGNY-125275062 State: Arkansas
 First Filing Company: American Home Assurance Company, ... State Tracking Number: AR-PC-07-025902
 Company Tracking Number: AIC-07-EPLI-02
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0010 Employment Practices Liability
 Product Name: Employment Practices Liability Insurance
 Project Name/Number: Employment Practices Liability Insurance Endorsements/AIC-07-EPLI-02

POLICY
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 TO 45
 DAYS.pdf

Notice/Claim Reporting 90782 (5/06) Endorsement/AmendmentWithdrawn 0
 - Post Policy Reporting /Conditions
 Window Increased Up
 to 60 Days

Previous Version

Notice/Claim Reporting 90782 (5/06) Endorsement/AmendmentNew 0
 - Post Policy Reporting /Conditions
 Window Increased Up
 to 60 Days

90782 (5-
 06) -
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 WINDOW
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 TO 60
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ARKANSAS 91295 (10/06) Endorsement/AmendmentNew 0
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SERFF Tracking Number: *AGNY-125275062* *State:* *Arkansas*
First Filing Company: *American Home Assurance Company, ...* *State Tracking Number:* *AR-PC-07-025902*
Company Tracking Number: *AIC-07-EPLI-02*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0010 Employment Practices Liability*
Product Name: *Employment Practices Liability Insurance*
Project Name/Number: *Employment Practices Liability Insurance Endorsements/AIC-07-EPLI-02*

No Rate/Rule Schedule items changed.

Sincerely,
Jameka Harris

SERFF Tracking Number: AGNY-125275062 State: Arkansas
 First Filing Company: American Home Assurance Company, ... State Tracking Number: AR-PC-07-025902
 Company Tracking Number: AIC-07-EPLI-02
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0010 Employment Practices Liability
 Product Name: Employment Practices Liability Insurance
 Project Name/Number: Employment Practices Liability Insurance Endorsements/AIC-07-EPLI-02

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Application	72358	(5/07)	Application/ Replaced Binder/Enrollment	Replaced Form #:0.00 72358 (12/98) Previous Filing #:		72358 (5-07) - Employment Practices Liability Mainform Application.pdf
Approved	Renewal Application	73058	(5/07)	Application/ Replaced Binder/Enrollment	Replaced Form #:0.00 73058 (04/99) Previous Filing #:		73058 (5-07) - Employment Practices Liability Renewal Application.pdf
Approved	AIG Personal Identity Theft Coverage Supplemental Application	94861	(6/07)	Application/ New Binder/Enrollment		0.00	94861 (6-07) - ID Theft Supplemental Application.pdf
Approved	1 V. 1 Exclusion - Deleted	90800	(5/06)	Endorsement/Amendment/Conditions		0.00	90800 (5-06) - 1 V 1 EXCLUSION - DELETED.pdf
Approved	1 V. 1 Exclusion - Exceptions for Cross Claims Past Directors	90797	(5/06)	Endorsement/Amendment/Conditions		0.00	90797 (5-06) - 1 V 1 EXCLUSION - EXCEPTION

SERFF Tracking Number: AGNY-125275062 State: Arkansas
 First Filing Company: American Home Assurance Company, ... State Tracking Number: AR-PC-07-025902
 Company Tracking Number: AIC-07-EPLI-02
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0010 Employment Practices Liability
 Product Name: Employment Practices Liability Insurance
 Project Name/Number: Employment Practices Liability Insurance Endorsements/AIC-07-EPLI-02

Approval	Description	Policy No	Effective Date	Endorsement	Amount	Attachment
Approved	Absolute Bodily Injury and Property Damage Exclusion (Other than Emotional Distress and Mental Anguish)	90796	(5/06)	Endorsement/Amendment/Conditions	0.00	S FOR CROSS CLAIMS PAST DIRECTOR S.pdf 90796 (5-06) - ABSOLUTE BODILY INJURY AND PROPERTY DAMAGE EXCLUSION -NO ED AND MA.pdf
Approved	Additional Insured - Listed Affiliates	90766	(5/06)	Endorsement/Amendment/Conditions	0.00	90766 (5-06) - ADDITIONAL INSURED-S LISTED AFFILIATES .pdf
Approved	Additional Insured - Listed Individuals- Co-Defendant Basis	91330	(8/06)	Endorsement/Amendment/Conditions	0.00	91330 (8-06) - ADDITIONAL INSURED-S LISTED INDIVIDUAL S-CO-DEFENDANT BASIS.pdf
Approved	Affiliate Exclusion (Claims Brought By)	90795	(5/06)	Endorsement/Amendment/Conditions	0.00	90795 (5-06) - AFFILIATE EXCLUSION

SERFF Tracking Number: AGNY-125275062 State: Arkansas
 First Filing Company: American Home Assurance Company, ... State Tracking Number: AR-PC-07-025902
 Company Tracking Number: AIC-07-EPLI-02
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0010 Employment Practices Liability
 Product Name: Employment Practices Liability Insurance
 Project Name/Number: Employment Practices Liability Insurance Endorsements/AIC-07-EPLI-02

Approval	Description	Policy #	Effective Date	Endorsement/Condition	Amount	File Name
Approved	Affiliate Exclusion (Ownership, Operation, Management, Control)	90794	(5/06)	Endorsement/Conditions	0.00	90794 (5-06) - AFFILIATE EXCLUSION - OWNERSHIP, OPERATION, MANAGEMENT, CONTROL.pdf
Approved	AIG Personal Identity Theft Coverage	94075	(2/07)	Endorsement/Conditions	0.00	94075 (2-07) AIG Personal Identity Theft Coverage Replaced Form #: Previous Filing #:
Approved	Broker of Record	90793	(5/06)	Endorsement/Conditions	0.00	90793 (5-06) - BROKER OF RECORD.pdf
Approved	Cancellation - Flat Rate	90792	(5/06)	Endorsement/Conditions	0.00	90792 (5-06) - CANCELLATION-FLAT RATE.pdf
Approved	Cancellation - Short Rate	90791	(5/06)	Endorsement/Conditions	0.00	90791 (5-06) - CANCELLATION-SHORT RATE.pdf
Approved	Change in Control - Extended Notice Deadline	90790	(5/06)	Endorsement/Conditions	0.00	90790 (5-06) - CHANGE IN

SERFF Tracking Number: AGNY-125275062 State: Arkansas
 First Filing Company: American Home Assurance Company, ... State Tracking Number: AR-PC-07-025902
 Company Tracking Number: AIC-07-EPLI-02
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0010 Employment Practices Liability
 Product Name: Employment Practices Liability Insurance
 Project Name/Number: Employment Practices Liability Insurance Endorsements/AIC-07-EPLI-02

	to 60 Days		ons				CONTROL-EXTENDED NOTICE DEADLINE TO 60 DAYS.pdf
Approved	Change in Control - Premium Cap	90770	(5/06)	Endorsement/Amendment/Conditions	New	0.00	90770 (5-06) - CHANGE IN CONTROL-PREMIUM CAP.pdf
Approved	Change in Control - Reporting Window Increased Up to _____ Days	91294	(6/06)	Endorsement/Amendment/Conditions	New	0.00	91294 (6-06) - CHANGE IN CONTROL-REPORTING WINDOW INCREASED UP TO _____ DAYS.pdf
Approved	Change in Control - Specific Transactions Waived	90771	(5/06)	Endorsement/Amendment/Conditions	New	0.00	90771 (5-06) - CHANGE IN CONTROL-SPECIFIC TRANSACTIONS WAIVED.pdf
Approved	Change of Control Exclusion	90789	(5/06)	Endorsement/Amendment/Conditions	New	0.00	90789 (5-06) - CHANGE OF CONTROL EXCLUSION .pdf
Approved	Change in Control - Trigger C Deleted	93956	(1/07)	Endorsement/Amendment/Conditions	New	0.00	93956 (1-07) - CHANGE IN

SERFF Tracking Number: AGNY-125275062 State: Arkansas
 First Filing Company: American Home Assurance Company, ... State Tracking Number: AR-PC-07-025902
 Company Tracking Number: AIC-07-EPLI-02
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0010 Employment Practices Liability
 Product Name: Employment Practices Liability Insurance
 Project Name/Number: Employment Practices Liability Insurance Endorsements/AIC-07-EPLI-02

Approval	Description	Policy No.	Effective Date	Endorsement Description	Amount	File Name
Approved	Choice of Law	90787	(5/06)	Endorsement/Amendment/Conditions	0.00	CONTROL-TRIGGER C DELETED.pdf
Approved	Choice of Law and Venue	90788	(5/06)	Endorsement/Amendment/Conditions	0.00	90787 (5-06) - CHOICE OF LAW.pdf
Approved	Choice of Law and Venue (Domicile Jurisdiction)	90772	(5/06)	Endorsement/Amendment/Conditions	0.00	90788 (5-06) - CHOICE OF LAW AND VENUE - SPECIFIED.pdf
Approved	Coinsurance	90773	(5/06)	Endorsement/Amendment/Conditions	0.00	90772 (5-06) - CHOICE OF LAW AND VENUE-DOMICILE JURISDICTION.pdf
Approved	Cosent of Insurer - Settlement Within Retention	90786	(5/06)	Endorsement/Amendment/Conditions	0.00	90773 (5-06) - COINSURANCE.pdf
Approved	Consent of Insurer - Settlement Within	93957	(1/07)	Endorsement/Amendment/Conditions	0.00	90786 (5-06) - CONSENT OF INSURER-SETTLEMENT WITHIN RETENTION.pdf

SERFF Tracking Number: AGNY-125275062 State: Arkansas
 First Filing Company: American Home Assurance Company, ... State Tracking Number: AR-PC-07-025902
 Company Tracking Number: AIC-07-EPLI-02
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0010 Employment Practices Liability
 Product Name: Employment Practices Liability Insurance
 Project Name/Number: Employment Practices Liability Insurance Endorsements/AIC-07-EPLI-02

	Retention - Threshold		ons			INSURER- SETTLEME NT WITHIN RETENTION - THRESHOL DS.pdf
Approved	Continuity Dates -90775	(5/06)	Endorseme New nt/Amendm ent/Condi ons	0.00	90775 (5-06)	- CONTINUIT Y DATES- BACKDATE D FOR DIRECTOR S AND OFFICERS. pdf
Approved	Continuity Dates -90776	(5/06)	Endorseme New nt/Amendm ent/Condi ons	0.00	90776 (5-06)	- CONTINUIT Y DATES- EXCESS LIMITS.pdf
Approved	Continuity Dates -90774	(5/06)	Endorseme New nt/Amendm ent/Condi ons	0.00	90774 (5-06)	- CONTINUIT Y DATES- 3RD PARTY DISCRIMIN ATION- HARASSME NT.pdf
Approved	Contractual Liability - 50% Defense Cost Feature	93958 (1/07)	Endorseme New nt/Amendm ent/Condi ons	0.00	93958 (1-07)	- CONTRACT UAL LIABILITY-- 50

SERFF Tracking Number: AGNY-125275062 State: Arkansas
 First Filing Company: American Home Assurance Company, ... State Tracking Number: AR-PC-07-025902
 Company Tracking Number: AIC-07-EPLI-02
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0010 Employment Practices Liability
 Product Name: Employment Practices Liability Insurance
 Project Name/Number: Employment Practices Liability Insurance Endorsements/AIC-07-EPLI-02

Approval	Description	Policy No	Effective Date	Endorsement/Condition	Cost	Feature Name
Approved	Coordination of AIG Limits	91725	(10/06)	Endorsement/Conditions	0.00	PERCENT DEFENSE COST FEATURE.pdf 91725 (10-06) - COORDINATION OF AIG LIMITS.pdf
Approved	Crisis Fund for Employment Related Events	90768	(5/06)	Endorsement/Conditions	0.00	90768 (5-06) - CRISIS FUND FOR EMPLOYMENT RELATED EVENTS.pdf
Approved	Discovery - Bilateral - 1 Year Present - 2 & 3 TBD	90762	(5/06)	Endorsement/Conditions	0.00	90762 (5-06) - DISCOVERY-BILATERAL-1 YR PRESET 23 TBD.pdf
Approved	Discovery - Bilateral - Premium Preset (Cap) - 1, 2 & 3	90761	(5/06)	Endorsement/Conditions	0.00	90761 (5-06) - DISCOVERY-BILATERAL-PREMIUM PRESET (CAP)-1 2 & 3.pdf
Approved	Discovery - Bilateral - Premium TBD	90760	(5/06)	Endorsement/Conditions	0.00	90760 (5-06) - DISCOVER

SERFF Tracking Number: AGNY-125275062 State: Arkansas
 First Filing Company: American Home Assurance Company, ... State Tracking Number: AR-PC-07-025902
 Company Tracking Number: AIC-07-EPLI-02
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0010 Employment Practices Liability
 Product Name: Employment Practices Liability Insurance
 Project Name/Number: Employment Practices Liability Insurance Endorsements/AIC-07-EPLI-02

Approval	Description	Policy No	Effective Date	Endorsement/Condition	Amount	Previous Filing #	File Name
Approved	Discovery Clause - 60 Days to Elect Discovery	90764	(5/06)	Endorsement/Condition Withdrawn	0.00	Replaced Form #:	Y-BILATERAL-PREMIUM TBD.pdf
Approved	Discovery Elected	90763	(5/06)	Endorsement/Condition New	0.00	90763 (5-06)	- DISCOVERY ELECTED.pdf
Approved	Discovery - Unilateral - 1 Year Preset - 2 & 3 TBD	90759	(5/06)	Endorsement/Condition New	0.00	90759 (5-06)	- DISCOVERY-UNILATERAL-1 YR PRESET 23 TBD.pdf
Approved	Discovery - Unilateral - Premium Preset (Cap) - 1, 2 & 3	90758	(5/06)	Endorsement/Condition New	0.00	90758 (5-06)	- DISCOVERY-UNILATERAL-PREMIUM PRESET (CAP)-1 2 & 3.pdf
Approved	Discovery - Unilateral - Premium TBD	90757	(5/06)	Endorsement/Condition New	0.00	90757 (5-06)	- DISCOVERY-UNILATERAL-PREMIUM TBD.pdf

SERFF Tracking Number: AGNY-125275062 State: Arkansas
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 Product Name: Employment Practices Liability Insurance
 Project Name/Number: Employment Practices Liability Insurance Endorsements/AIC-07-EPLI-02

Approved	Dispute Resolution Amended	91723	(10/06)	Endorsement/Amendment/Conditions	Withdrawn Replaced Form #:0.00	Previous Filing #:
Approved	Dispute Resolution - Locations - Add Boston & State of Formation	91768	(10/06)	Endorsement/Amendment/Conditions	New 0.00	91768 (10-06) - DISPUTE RESOLUTION-- LOCATIONS -ADD BOSTON JURISDICTION OF FORMATION.pdf
Approved	Domestic Partner Coverage	91615	(9/06)	Endorsement/Amendment/Conditions	New 0.00	91615 (9-06) - DOMESTIC PARTNER COVERAGE .pdf
Approved	Employees - Independent Contractor & Lesased Worker As "Natural Person Insureds"	91289	(6/06)	Endorsement/Amendment/Conditions	New 0.00	91289 (6-06) - EMPLOYEE S-IND CONTRACTORS LEASED WORKERS AS NPI'S.pdf
Approved	Employees - Independent Contractor Blanket (Not Scheduled)	91288	(6/06)	Endorsement/Amendment/Conditions	New 0.00	91288 (6-06) - EMPLOYEE S-INDEPENDENT CONTRACT

SERFF Tracking Number: AGNY-125275062 State: Arkansas
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 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0010 Employment Practices Liability
 Product Name: Employment Practices Liability Insurance
 Project Name/Number: Employment Practices Liability Insurance Endorsements/AIC-07-EPLI-02

Approval	Description	Policy No	Effective Date	Event Description	Amount	Attachment
Approved	Employees - Independent Contractor Defined	91328	(8/06)	Endorsement/Amendment/Conditions	0.00	OR-BLANKET (NOT SCHEDULE D).pdf 91328 (8-06) - EMPLOYEE S-INDEPENDENT CONTRACTOR-DEFINED.pdf
Approved	Employees - Independant Contractors & Leased Workers	91290	(6/06)	Endorsement/Amendment/Conditions	0.00	91290 (6-06) - EMPLOYEE S-INSURED-IND CONTRACTORS LEASED WORKERS.pdf
Approved	Employees - Leased Employees Defined	91291	(6/06)	Endorsement/Amendment/Conditions	0.00	91291 (6-06) - EMPLOYEE S-LEASED EMPLOYEE DEFINED.pdf
Approved	Employees - Leased Individuals Deleted	91727	(10/06)	Endorsement/Amendment/Conditions	0.00	91727 (10-06) - EMPLOYEE S-LEASED INDIVIDUAL

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 Product Name: Employment Practices Liability Insurance
 Project Name/Number: Employment Practices Liability Insurance Endorsements/AIC-07-EPLI-02

Approval	Description	Policy No	Effective Date	Endorsement	Amount	File Name
Approved	Employees - Liability of Insured for Independent Contractor	91292	(6/06)	Endorsement/Amendment/Conditions	0.00	S DELETED.pdf 91292 (6-06) - EMPLOYEE S-LIABILITY OF INSURED FOR INDEPENDENT CONTRACTOR.pdf
Approved	Employment Practices Violation - Expanded Liability of Insured From Unscheduled Independent Contractors	91767	(10/06)	Endorsement/Amendment/Conditions	0.00	91767 - EPV EXPANDED-LIAB OF INSURED FROM UNSCHEDULED IND CONTRACTORS.pdf
Approved	Endorsements Deleted	90756	(5/06)	Endorsement/Amendment/Conditions	0.00	90756 (5-06) - ENDORSEMENTS DELETED.pdf
Approved	Excess Limits P&P Litigation and Known Violations Exclusion	90755	(5/06)	Endorsement/Amendment/Conditions	0.00	90755 (5-06) - EXCESS LIMITS-PP LITIGATION AND KNOWN VIOLATIONS EXCLUSION

SERFF Tracking Number: AGNY-125275062 State: Arkansas
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 Company Tracking Number: AIC-07-EPLI-02
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0010 Employment Practices Liability
 Product Name: Employment Practices Liability Insurance
 Project Name/Number: Employment Practices Liability Insurance Endorsements/AIC-07-EPLI-02

Approval	Description	Policy No	Effective Date	Action	Amount	File Name
Approved	Excess Limits - Pending & Prior Litigation Exclusion	90754	(5/06)	Endorsement/Amendment/Conditions	0.00	90754 (5-06) - EXCESS LIMITS-PENDING PRIOR LITIGATION EXCLUSION .pdf
Approved	Excess Non-Follow Form	91763	(10/06)	Endorsement/Amendment/Conditions	0.00	91763 (10-06) - EXCESS--NON-FOLLOW FORM.pdf
Approved	Excess Non-Follow Form (Excess Form 74675 style)	91766	(10/06)	Endorsement/Amendment/Conditions	0.00	91766 (10-06) - EXCESS-NON-FOLLOW FORM - 74675 STYLE.pdf
Approved	Excess Non-Follow Form - DIC	91776	(10/06)	Endorsement/Amendment/Conditions	0.00	91776 (10-06) - EXCESS-NON-FOLLOW FORM-DIC.pdf
Approved	Excess Non-Follow Form - Difference in Conditions (Excess Form 74675 style)	91765	(10/06)	Endorsement/Amendment/Conditions	0.00	91765 (10-06) - EXCESS-NON-FOLLOW FORM-DIC - 74675 STYLE.pdf

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 Product Name: Employment Practices Liability Insurance
 Project Name/Number: Employment Practices Liability Insurance Endorsements/AIC-07-EPLI-02

Approved	Exclusion (A) - Wrongful Profit or Advantage Deleted	91285	(6/06)	Endorseme New nt/Amendm ent/Condi ons	0.00	91285 (6-06) - EXCLUSION (A)- WRONGFUL PROFIT OR ADVANTAG E- DELETED.p df
Approved	Exclusion (C) - Exception if Uncovered Under Prior Policy	91284	(6/06)	Endorseme Withdrawn nt/Amendm ent/Condi ons	Replaced Form #:0.00 Previous Filing #:	
Approved	Exclusion (I) - Exception - Defense Costs	91774	(10/06)	Endorseme New nt/Amendm ent/Condi ons	0.00	91774 (10- 06) - EXCLUSION S (I)-- EXCEPTION -DEFENSE COSTS.pdf
Approved	Exclusion (I) - Mental Anguish - Emotional Distress	91773	(10/06)	Endorseme New nt/Amendm ent/Condi ons	0.00	91773 (10- 06) - EXCLUSION S (I)-- EXCEPTION -MENTAL ANGUISH- EMOTIONA L DISTRESS.p df
Approved	Exclusion (J) - Fair Labor Standards Act	91286	(6/06)	Endorseme New nt/Amendm ent/Condi ons	0.00	91286 (6-06) - EXCLUSION (J) AMENDED - FAIR

SERFF Tracking Number: AGNY-125275062 State: Arkansas
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 Product Name: Employment Practices Liability Insurance
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Approval	Description	Policy No	Effective Date	Endorsement	Amount	Attachment
Approved	Exclusion (J) and (K) - Exception for Retaliation	91775	(10/06)	Endorsement/Conditions	0.00	LABOR STANDARD S ACT.pdf 91775 (10-06) - EXCLUSIONS (J) and (K)-- EXCEPTIONS FOR RETALIATION.pdf
Approved	Exclusion (K) - Programs and Regulated Benefits "For" Wording	91287	(6/06)	Endorsement/Conditions	0.00	91287 (6-06) - EXCLUSION (K)- PROGRAMS REGULATED BENEFITS-FOR WORDING.pdf
Approved	Exclusion - Foreign Human Rights Violations	91729	(10/06)	Endorsement/Conditions	0.00	91729 (10-06) - EXCLUSION -FOREIGN HUMAN RIGHTS VIOLATIONS.pdf
Approved	Failure to Effect and/or Maintain Insurance Exclusion	91282	(6/06)	Endorsement/Conditions	0.00	91282 (6-06) - FAILURE TO EFFECT AND-OR MAINTAIN INSURANCE.pdf

SERFF Tracking Number: AGNY-125275062 State: Arkansas
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 Product Name: Employment Practices Liability Insurance
 Project Name/Number: Employment Practices Liability Insurance Endorsements/AIC-07-EPLI-02

Approved	Final Determination Wording	91283	(6/06)	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #:0.00	Previous Filing #:
Approved	Final Determination Wording - Admission Protection	91280	(6/06)	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #:0.00	Previous Filing #:
Approved	Front and Back Pay Coverage Excluded	91728	(10/06)	Endorsement/Amendment/Conditions	New	0.00	91728 (10-06) - FRONT AND BACK PAY COVERAGE EXCLUDED.pdf
Approved	Global Liberalization	94030	(1/07)	Endorsement/Amendment/Conditions	New	0.00	94030 (1-07) - GLOBAL LIBERALIZATION.pdf
Approved	Guaranteed Renewal Endorsement	91281	(6/06)	Endorsement/Amendment/Conditions	New	0.00	91281 (6-06) - GUARANTEED RENEWAL.pdf
Approved	Hold Harmless	91278	(6/06)	Endorsement/Amendment/Conditions	New	0.00	91278 (6-06) - HOLD HARMLESS.pdf
Approved	Insured Definition Amendatory Endorsement (NY Exclusionary)	94074	(2/07)	Endorsement/Amendment/Conditions	New	0.00	94074 (2-07) - INSURED DEFINITION AMENDATORY ENDORSEMENT (NY EXCLUSIONARY)

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 Product Name: Employment Practices Liability Insurance
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Approval	Description	Policy No	Effective Date	Action	Amount	Attachment
Approved	Insurability of Loss - Most Favorable Law	91772	(10/06)	Endorsement/Amendment/Conditions	0.00	91772 (10-06) - INSURABILITY OF LOSS-- MOST FAVORABLE LAW.pdf
Approved	Known Employment Practices Violation Exclusion	91279	(6/06)	Endorsement/Amendment/Conditions	0.00	91279 (6-06) - KNOWN EMPLOYMENT PRACTICES VIOLATION EXCLUSION .pdf
Approved	Liability Assumed by Contract Exclusion 4(L) Amended	90777	(5/06)	Endorsement/Amendment/Conditions	0.00	90777 (5-06) - LIABILITY ASSUMED BY CONTRACT EXCLUSION 4(L) AMENDED.pdf
Approved	Liability Assumed by Contract Exclusion (Liability of Others)	90785	(5/06)	Endorsement/Amendment/Conditions	0.00	90785 (5-06) - LIABILITY ASSUMED BY CONTRACT EXCLUSION -LIABILITY OF OTHERS.pdf
Approved	Liberalization Feature	91771	(10/06)	Endorsement/Amendment/Conditions	0.00	91771 (10-06) - LIBERALIZA

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Approval	Description	Policy No	Effective Date	Endorsement Description	Amount	Attachment
Approved	Liberalization Program Enhancement	91277	(6/06)	Endorsement/Amendment/Conditions	0.00	91277 (6-06) - LIBERALIZATION-PROGRAM ENHANCEMENTS.pdf
Approved	Management Risk Protector	89584	(7/05)	Endorsement/Amendment/Conditions	0.00	89584 (7-05) - Management Risk Protector.pdf
Approved	Named Entity Amended	93963	(1/07)	Endorsement/Amendment/Conditions	0.00	93963 (1-07) - NAMED ENTITY AMENDED.pdf
Approved	Named Entity - More Than One Entity	93961	(1/07)	Endorsement/Amendment/Conditions	0.00	93961 (1-07) - NAMED ENTITY-MORE THAN ONE ENTITY.pdf
Approved	Named Entity Only - No Subsidiary Coverage	91331	(8/06)	Endorsement/Amendment/Conditions	0.00	91331 (8-06) - NAMED ENTITY ONLY--NO SUBSIDIARY COVERAGE.pdf
Approved	Named Parent Directors and Officers Co-Defendant	90753	(5/06)	Endorsement/Amendment/Conditions	0.00	90753 (5-06) - NAMED PARENT DIRECTOR

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Coverage						S AND OFFICERS-CO-DEFENDANT COVERAGE .pdf
Approved	Named Parent Extension	91779	(10/06)	Endorsement/Amendment/Conditions	0.00	91779 (10-06) -NAMED PARENT EXTENSION .pdf
Approved	"No Liability" Retention Waiver Deleted	91270	(6/06)	Endorsement/Amendment/Conditions	0.00	91270 (6-06) - NO LIABILITY RETENTION WAIVER DELETED.pdf
Approved	"No Liability" Retention Waiver Deleted First Settlement Opportunity Reduction Deleted	91275	(6/06)	Endorsement/Amendment/Conditions	0.00	91275 (6-06) - NO LIABILITY RETENTION WAIVER AND 1ST SETTLEMENT OPPORTUNITY REDUCTION DELETED.pdf
Approved	"No Liability" Retention Waiver Deleted First Settlement Opportunity Reduction Deleted (Per	91276	(6/06)	Endorsement/Amendment/Conditions	0.00	91276 (6-06) - NO LIABILITY 1ST SETTLEMENT OPPORTUNITY REDUCTION DELETED-PER CLAIM

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Claim Retention)							RET (NAT ACCTS).pdf
Approved	"No Liability" Rentention Waiver Deleted - First Settlement Opportunity Reduction Deleted - Per Claim and Seperate Per Claim Retention For Class Actions	91332	(8/06)	Endorsement/Amendment/Conditions	New	0.00	91332 (8-06) - NO LIABILITY & 1ST SETTLE OP DELETED-PER CLAIM-SEP CLASS ACTION(NAT ACCTS).pdf
Approved	Non-Cancelable Policy By Insurer or Insured	91274	(6/06)	Endorsement/Amendment/Conditions	New	0.00	91274 (6-06) - NON-CANCELABLE-BY INSURER OR ANY INSURED.pdf
Approved	Not-For-Profit Coverage	91733	(10/06)	Endorsement/Amendment/Conditions	New	0.00	91733 (10-06) - NOT-FOR-PROFIT COVERAGE .pdf
Approved	Notice/Claim Reporting - Bordereau	93959	(1/07)	Endorsement/Amendment/Conditions	New	0.00	93959 (1-07) - NOTICE-CLAIM REPORTING-BORDEREAU.pdf
Approved	Notice/Claim Reporting - Post Policy Reporting Window	90783	(5/06)	Endorsement/Amendment/Conditions	Withdrawn Replaced Form #:	0.00	Previous Filing #:

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Increased Up to
45 Days

Approved Notice/Claim 90782 (5/06) Endorsement/Amendment/Conditions Withdrawn Replaced Form #:0.00
 Reporting - Post Policy Reporting Window Previous Filing #:

Increased Up to
60 Days

Approved Notice/Claim 91333 (8/06) Endorsement/Amendment/Conditions New 0.00 91333 (8-06)
 Reporting Threshold - 25% Retention, Fixed Dollar Amount - NOTICE-CLAIM REPORTING-G-THRESHOLD-25% RET +fixed \$ + SPECIFIED DEPARTMENT OR GC.pdf

Approved Notice/Claim 91726 (10/06) Endorsement/Amendment/Conditions New 0.00 91726 (10-06) -
 Reporting Threshold - 25% Retention or Fixed Dollar Amount NOTICE-CLAIM REPORTING-G-THRESHOLD-25% RET or FIXED \$1.pdf

Approved Notice/Claim 90781 (5/06) Endorsement/Amendment/Conditions New 0.00 90781 (5-06)
 Reporting Threshold - Fixed Amount - NOTICE-CLAIM REPORTING-G-THRESHOLD-FIXED AMOUNT.pdf

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Approval	Notice/Claim Reporting Threshold - Fixed Amount and Specified Department of General Counsel	Policy Number	Effective Date	Endorsement/Condition	Rate	File Name
Approved	Notice/Claim Reporting Threshold - Fixed Amount and Specified Department of General Counsel	90780	(5/06)	Endorsement/Conditions	0.00	90780 (5-06) - NOTICE-CLAIM REPORTING-THRESHOLD-FIXED AMOUNT & SPECIFIED DEPARTMENT or GC.pdf
Approved	Notice/Claim Reporting Threshold - Specified Department or General Counsel	90752	(5/06)	Endorsement/Conditions	0.00	90752 (5-06) - NOTICE-CLAIM REPORTING-THRESHOLD-SPECIFIED DEPT OR GC.pdf
Approved	Notice/Claim Reporting Threshold - Risk Manager or General Counsel	94031	(1/07)	Endorsement/Conditions	0.00	94031 (1-07) - NOTICE-CLAIM REPORTING-THRESHOLD-RISK MANAGER OR GENERAL COUNSEL.pdf
Approved	ODL Coverage Extension Additional	91334	(8/06)	Endorsement/Conditions	0.00	91334 (8-06) - ODL COVERAGE

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	Outside Entities		ons			EXTENSION	
						-- ADDITIONAL OUTSIDE ENTITIES.pdf	
Approved	ODL Coverage Extension Additional Outside Entities - Triple Excess Basis	91335	(8/06)	Endorsement/Amendment/Conditions	New	0.00	91335 (8-06) - ODL COVERAGE EXTENSION -- ADDITIONAL OUTSIDE ENTITIES-TRIPLE EXCESS BASIS.pdf
Approved	ODL Coverage Extension - Broad Form	94033	(1/07)	Endorsement/Amendment/Conditions	New	0.00	94033 (1-07) - ODL COVERAGE EXTENSION - BROAD FORM.pdf
Approved	ODL Coverage Extension Designated Individuals	91336	(8/06)	Endorsement/Amendment/Conditions	New	0.00	91336 (8-06) - ODL COVERAGE EXTENSION -- DESIGNATED INDIVIDUAL S.pdf
Approved	ODL Coverage Extension Specific Request or Direction	91337	(8/06)	Endorsement/Amendment/Conditions	New	0.00	91337 (8-06) - ODL COVERAGE EXTENSION --SPECIFIC REQUEST

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Approval	Description	Policy No	Effective Date	Action	Amount	Attachment
Approved	Order of Payments	93960	(1/07)	Endorsement/Amendment/Conditions	0.00	93960 (1-07) - ORDER OF PAYMENTS.pdf
Approved	Outside Entity Individual Insured Written Requirement Deleted	94032	(1/07)	Endorsement/Amendment/Conditions	0.00	94032 (1-07) - OUTSIDE ENTITY INDIVIDUAL INSURED-WRITTEN REQUIREMENT DELETED.pdf
Approved	Panel Counsel - All Claims	91273	(6/06)	Endorsement/Amendment/Conditions	0.00	91273 (6-06) - PANEL COUNSEL-ALL CLAIMS.pdf
Approved	Panel Counsel - Firm List Amended Employment Practices Liability	91339	(8/06)	Endorsement/Amendment/Conditions	0.00	91339 (8-06) - PANEL COUNSEL-FIRM LIST AMENDED-EMPLOYMENT PRACTICES LIABILITY.pdf
Approved	Panel Counsel - Non Designated Claim	94034	(1/07)	Endorsement/Amendment/Conditions	0.00	94034 (1-07) - PANEL COUNSEL--NON-DESIGNATE

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Approval	Description	Policy No.	Effective Date	Action	Amount	File Name
Approved	Panel Counsel - Pre-Approved "Local Counsel"	91272	(6/06)	Endorsement/Amendment/Conditions	0.00	D CLAIM.pdf 91272 (6-06) - PANEL COUNSEL- PRE- APPROVED LOCAL COUNSEL.p df
Approved	Panel Counsel - USA Only	90784	(5/06)	Endorsement/Amendment/Conditions	0.00	90784 (5-06) - PANEL COUNSEL-- USA ONLY.pdf
Approved	Parent Exclusion	91340	(8/06)	Endorsement/Amendment/Conditions	0.00	91340 (8-06) - PARENT EXCLUSION .pdf
Approved	Parent Exclusion - Co-Defendant Basis	91341	(8/06)	Endorsement/Amendment/Conditions	0.00	91341 (8-06) - PARENT EXTENSION -CO- DEFENDAN T BASIS.pdf
Approved	Pending and Prior Litigation and Known Employment Practices Violations Exclusion	91338	(8/06)	Endorsement/Amendment/Conditions	0.00	91338 (8-06) - P&P LIT & KNOWN EMPLOYME NT PRACTICES VIOLATION EXCLUSION S.pdf
Approved	Policy Period Extended	91342	(8/06)	Endorsement/Amendment/Conditions	0.00	91342 (8-06) - POLICY PERIOD EXTENDED. pdf

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Approved	Presumptive Indemnification	91343	(8/06)	Endorsement/Amendment/Conditions	New	0.00	91343 (8-06) - PRESUMPTIVE INDEMNIFICATION.pdf
Approved	Prevailing Plaintiff's Attorney Fees Award	93962	(1/07)	Endorsement/Amendment/Conditions	New	0.00	93962 (1-07) - PREVAILING PLAINTIFF'S ATTORNEY FEES AWARD.pdf
Approved	Prior Acts Exclusion - As of Policy Inception	91344	(8/06)	Endorsement/Amendment/Conditions	New	0.00	91344 (8-06) - PRIOR ACTS EXCLUSION -AS OF POLICY INCEPTION.pdf
Approved	Prior Acts Exclusion - Backdated	91345	(8/06)	Endorsement/Amendment/Conditions	New	0.00	91345 (8-06) - PRIOR ACTS EXCLUSION - BACKDATED.pdf
Approved	Prior Acts Exclusion - For Excess Coverage	91346	(8/06)	Endorsement/Amendment/Conditions	New	0.00	91346 (8-06) - PRIOR ACTS EXCLUSION -FOR EXCESS COVERAGE .pdf

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Approved	Punitive Damages, Exemplary and Multiplied Damages Coverage With Sublimit	91347	(8/06)	Endorsement/Amendment/Conditions	New	0.00	91347 (8-06) - PUNITIVE EXEMPLARY & MULTIPLE DAMAGES W-SUBLIMIT.pdf
Approved	Redlining Exclusion	91730	(10/06)	Endorsement/Amendment/Conditions	New	0.00	91730 (10-06) - REDLINING EXCLUSION.pdf
Approved	Redlining Exclusion - Insurance	91732	(10/06)	Endorsement/Amendment/Conditions	New	0.00	91732 (10-06) - REDLINING EXCLUSION - INSURANCE.pdf
Approved	Redlining Exclusion - Not Industry Specific	91731	(10/06)	Endorsement/Amendment/Conditions	New	0.00	91731 (10-06) - REDLINING EXCLUSION -NOT INDUSTRY SPECIFIC.pdf
Approved	Reliance	91293	(6/06)	Endorsement/Amendment/Conditions	New	0.00	91293 (6-06) - RELIANCE-EPLI STANDARD.pdf
Approved	Reliance Upon Application Made to Another Carrier	90765	(5/06)	Endorsement/Amendment/Conditions	New	0.00	90765 (5-06) - RELIANCE UPON

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APPLICATION MADE TO ANOTHER CARRIER.pdf

Approved	Retention - Seperate Per Claim Retention Per Class Action	91348	(8/06)	Endorsement/Amendment/Conditions	New	0.00	91348 (8-06) - RETENTION -SEPARATE PER CLAIM RETENTION FOR CLASS ACTIONS.pdf
Approved	Run-Off - Automatic Premium TBD	91349	(8/06)	Endorsement/Amendment/Conditions	New	0.00	91349 (8-06) - RUN-OFF - AUTOMATIC-PREMIUM TBD.pdf
Approved	Run-Off - Automatic Prepaid	94036	(1/07)	Endorsement/Amendment/Conditions	New	0.00	94036 (1-07) - RUN-OFF ENDORSEMENT-AUTOMATIC-PREPAID.pdf
Approved	Run-Off Automatic Preset Premium Percentage	91350	(8/06)	Endorsement/Amendment/Conditions	New	0.00	91350 (8-06) - RUN-OFF - AUTOMATIC-PRESET PREMIUM %.pdf
Approved	Run-Off - Seller/Buyer Merger	91735	(10/06)	Endorsement/Amendment/Conditions	New	0.00	91735 (10-06) - RUN-OFF -

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						SELLER-BUYER MERGER.pdf
Approved	Run-Off - Standard	91734	(10/06)	Endorsement/Amendment/Conditions	0.00	91734 (10-06) - RUN-OFF-STANDARD.pdf
Approved	Same Gender Harassment - Express Coverage	91780	(10/06)	Endorsement/Amendment/Conditions	0.00	91780 (10-06) - SAME GENDER HARASSMENT--EXPRESS COVERAGE.pdf
Approved	Settlement Opportunity Provision Amendatory Endorsement	91717	(10/06)	Endorsement/Amendment/Conditions	0.00	91717 (10-06) - SETTLEMENT OPPORTUNITY PROVISION AMENDATORY ENDORSEMENT.pdf
Approved	Settlement Within Retention	91778	(10/06)	Endorsement/Amendment/Conditions	0.00	91778 (10-06) - SETTLEMENT WITHIN RETENTION.pdf
Approved	Severability of the Application	91777	(10/06)	Endorsement/Amendment/Conditions	0.00	91777 (10-06) - SEVERABILITY OF THE

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Approval	Description	Policy No	Effective Date	Action	Amount	Attachment
Approved	Severability of the Application - Non Management Employees	94038	(1/07)	Endorsement/Amendment/Conditions	0.00	94038 (1-07) - SEVERABILITY OF THE APPLICATION-NON-MANAGEMENT EMPLOYEE S.pdf
Approved	Severability of the Application - Signer Imputation	94037	(1/07)	Endorsement/Amendment/Conditions	0.00	94037 (1-07) - SEVERABILITY OF APPLICATION--SIGNER IMPUTATION.pdf
Approved	Specific Entities Exclusion - Claims Made Against Them	91352	(8/06)	Endorsement/Amendment/Conditions	0.00	91352 (8-06) - SPECIFIC ENTITIES EXCLUSION -CLAIMS MADE AGAINST THEM.pdf
Approved	Specific Entities Exclusion - Subsequent Acts	91353	(8/06)	Endorsement/Amendment/Conditions	0.00	91353 (8-06) - SPECIFIC ENTITIES EXCLUSION - SUBSEQUENT ACTS.pdf
Approved	Specific Entity	91351	(8/06)	Endorsement/Amendment/Conditions	0.00	91351 (8-06)

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	Exclusion - Claims Brought By Them			nt/Amendm ent/Condi ons			- SPECIFIC ENTITIES EXCLUSION -CLAIMS BROUGHT BY THEM.pdf
Approved	Specific Investigation/Claim /Litiagation/Event or Acts Exclusion	91355	(8/06)	Endorseme New nt/Amendm ent/Condi ons	0.00	91355 (8-06)	- SPECIFIC INVESTIGA TION CLAIM LITIGATION EVENT OR ACT EXCLUSION .pdf
Approved	Specific Individuals Exclusion - Claims Made By Them	91354	(8/06)	Endorseme New nt/Amendm ent/Condi ons	0.00	91354 (8-06)	- SPECIFIC INDIVIDUAL S EXCLUSION -CLAIMS MADE BY THEM.pdf
Approved	State Amendatory Inconsistent	94039	(1/07)	Endorseme New nt/Amendm ent/Condi ons	0.00	94039 (1-07)	- STATE AMENDATO RY INCONSIST ENT.pdf
Approved	Subsidiary Auto - Sub % Amended	91357	(8/06)	Endorseme New nt/Amendm ent/Condi ons	0.00	91357 (8-06)	- SUBSIDIAR Y-AUTO- SUB % AMENDED.p df
Approved	Subsidiary Auto -	91358	(8/06)	Endorseme New	0.00	91358 (8-06)	

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	Sub Rolling Basis			nt/Amendm ent/Condi ons	-	SUBSIDIAR Y-AUTO- SUBSIDIAR Y-ROLLING BASIS.pdf
Approved	Subsidiary Auto - 91356 Sub Rolling Basis Variable %	91356	(8/06)	Endorseme New nt/Amendm ent/Condi ons	0.00	91356 (8-06) - SUBSIDIAR Y-AUTO- SUBSIDIAR Y-ROLLING BASIS VARIABLE %.pdf
Approved	Subsidiary Control Wording	91329	(8/06)	Endorseme New nt/Amendm ent/Condi ons	0.00	91329 (8-06) - SUBSIDIAR Y- CONTROL WORDING.p df
Approved	Subsidiary Control Wording With 60 Day Auto Coverage	91359	(8/06)	Endorseme New nt/Amendm ent/Condi ons	0.00	91359 (8-06) - SUBSIDIAR Y- CONTROL WORDING WITH 60 DAY AUTO- COVERAGE .pdf
Approved	Subsidiary - Unknown Prior Acts Coverage	91770	(10/06)	Endorseme New nt/Amendm ent/Condi ons	0.00	91770 (10- 06) - SUBSIDIAR Y - UNKNOWN PRIOR

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Approval	Description	Policy No.	Effective Date	Endorsement Description	Amount	File Name
Approved	Tendered Defense - Choice of Counsel - Panel Counsel Firm	90769	(5/06)	Endorsement/Amendment/Conditions	0.00	ACTS COVERAGE .pdf 90769 (5-06) - TENDERED DEFENSE-CHOICE OF COUNSEL-PANEL COUNSEL FIRM.pdf
Approved	Third Party Coverage Deleted	90801	(5/06)	Endorsement/Amendment/Conditions	0.00	90801 (5-06) - THIRD-PARTY COVERAGE - DELETED.pdf
Approved	Third Party Claims - Consumer Lending Discrimination	91718	(10/06)	Endorsement/Amendment/Conditions	0.00	91718 (10-06) - THIRD-PARTY CLAIMS-CONSUMER LENDING DISCRIMINATION.pdf
Approved	Third Party Claims - Continuity Dates	94040	(1/07)	Endorsement/Amendment/Conditions	0.00	94040 (1-07) - THIRD-PARTY CLAIMS-CONTINUITY DATES.pdf
Approved	Third Party Claims - Deleted Third Party Discrimination	94042	(1/07)	Endorsement/Amendment/Conditions	0.00	94042 (1-07) - THIRD-PARTY CLAIMS-

SERFF Tracking Number: AGNY-125275062 State: Arkansas
 First Filing Company: American Home Assurance Company, ... State Tracking Number: AR-PC-07-025902
 Company Tracking Number: AIC-07-EPLI-02
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0010 Employment Practices Liability
 Product Name: Employment Practices Liability Insurance
 Project Name/Number: Employment Practices Liability Insurance Endorsements/AIC-07-EPLI-02

Approval	Category	Policy No	Effective Date	Description	Amount	Attachment
Approved	Third Party	94041	(1/07)	Endorsement/Amendment/Conditions	0.00	94041 (1-07) - THIRD-PARTY DISCRIMINATION.pdf
Approved	Third Party	94029	(1/07)	Endorsement/Amendment/Conditions	0.00	94029 (1-07) - THIRD-PARTY CLAIMS-DELETE 3RD-PARTY DISCRIMINATION-LEADERS.pdf
Approved	Third Party	94029	(1/07)	Endorsement/Amendment/Conditions	0.00	94029 (1-07) - THIRD-PARTY SEPERATE PER CLAIMS RETENTION .pdf
Approved	Third Party	91724	(10/06)	Endorsement/Amendment/Conditions	0.00	91724 (10-06) - THIRD PARTY CLAIMS-SUBLIMIT.pdf
Approved	Worldwide Territory	93964	(1/07)	Endorsement/Amendment/Conditions	0.00	93964 (1-07) - WORLDWIDE TERRITORY .pdf
Approved	ARKANSAS AMENDATORY ENDORSEMENT	91295	(10/06)	Endorsement/Amendment/Conditions	0.00	ARKANSAS AMENDATORY ENDORSEMENT

SERFF Tracking Number: *AGNY-125275062* *State:* *Arkansas*
First Filing Company: *American Home Assurance Company, ...* *State Tracking Number:* *AR-PC-07-025902*
Company Tracking Number: *AIC-07-EPLI-02*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0010 Employment Practices Liability*
Product Name: *Employment Practices Liability Insurance*
Project Name/Number: *Employment Practices Liability Insurance Endorsements/AIC-07-EPLI-02*

ENT -
91295.pdf



Name of Insurance Company to which Application is made (herein called the "Insurer")

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY MAINFORM APPLICATION

NOTICE: THE POLICY PROVIDES THAT THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED FOR LEGAL DEFENSE. FURTHER NOTE THAT AMOUNTS INCURRED FOR LEGAL DEFENSE SHALL BE APPLIED AGAINST THE RETENTION AMOUNT.

IF A POLICY IS ISSUED, IT WILL BE ON A CLAIMS-MADE BASIS.

Section A. GENERAL INFORMATION

- Name of Applicant: _____
Address of Named Applicant: _____
- State of Incorporation: _____
- Years of Operation: _____
- Type of Business Entity (please check applicable description):
 Corporation Limited Liability Company Sole Proprietorship
 Other (please specify: _____)
- Nature of Business: _____ Primary SIC Code(s): _____
- Number of Locations: Domestic (within the U.S., Canada and territories): _____
Foreign: _____
- Name of Parent Corporation (if not Applicant): _____ If not applicable, please check here .
Address of Parent Corporation: _____

Section B. FINANCIAL INFORMATION

Please provide the following financial information for the Applicant and its Subsidiaries.

Information must be based on the most recent audited financials or interim financials, if audited financials are not available.

- Please provide the following Financial Information for the Applicant and its Subsidiaries.

Based on Financial Statements Dated:	(Year/Month)
Total Assets	\$ _____
Total Liabilities	\$ _____
Total Revenues/Contributions	\$ _____
<input type="checkbox"/> Net Income or <input type="checkbox"/> Net Loss	\$ _____
Cashflow from Operations	\$ _____

- Has the Applicant or any of its Subsidiaries changed auditors in the past year? Yes No N/A
If yes, please provide details.

Section C. COMPANY INFORMATION

1. Please list all direct and indirect Subsidiaries. If included as an attachment herein, check here .
 If not applicable, please check here .

Name	Business or Type of Operation	Percentage of Ownership	Date Acquired or Created	Domestic or Foreign and Country of Incorporation
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Are you requesting your coverage to be extended to all Subsidiaries? Yes No

2. Is the Applicant or any of its Subsidiaries involved in any joint ventures, general partnerships or limited partnerships? Yes No
3. Has the Applicant or any of its Subsidiaries had any mergers, acquisitions or consolidations in the past 24 months? Yes No
4. Are there any plans for a future merger, acquisition or consolidation of or by the Applicant or any of its Subsidiaries in the next 12 months? Yes No
- If "Yes," have these plans been approved by any of the following? Please check all that apply.
- Board of Directors Shareholders

Section D. EMPLOYMENT PRACTICES INFORMATION

Please provide the following information regarding Employees including Directors and Officers:

1. Enter the TOTAL number of employees (by type) in the boxes below.

Note: Seasonal, Temporary and Leased Employees are to be included as Part-Time employees (Non-Union if Domestic)

Number Employees in ALL STATES/JURISDICTIONS:

	Domestic		Foreign
	Union	Non-Union	
Full Time	_____	_____	_____
Part Time	_____	_____	_____

Total Number of Independent Contractors _____

2. Enter the number of employees (by type) in the specified jurisdictions ONLY in the boxes below.

Note: Seasonal, Temporary and Leased Employees are to be included as Part-Time employees (Non-Union if Domestic)

Number of Employees located in CALIFORNIA ONLY:

	Domestic	
	Union	Non-Union
Full Time	_____	_____
Part Time	_____	_____

Total Number of Independent Contractors _____

Number of Employees located in DISTRICT OF COLUMBIA, FLORIDA, MICHIGAN & TEXAS ONLY (collectively):

	Domestic	
	Union	Non-Union
Full Time	_____	_____
Part Time	_____	_____

Total Number of Independent Contractors	_____
---	-------

Number of Employees RESIDING in NEW YORK ONLY:

3. For the past 3 years, what has been the annual percentage turnover rate of employees (all locations)?
- Domestic: Year _____, _____% Year _____, _____% Year _____, _____%
- Foreign: Year _____, _____% Year _____, _____% Year _____, _____%

Section E. HUMAN RESOURCES, LOSS PREVENTION AND INCIDENT MANAGEMENT

1. Does the Applicant and any of its Subsidiaries have a Human Resources or Personnel Department?
 Yes No
- If "No," does the Applicant and any of its Subsidiaries have other designated/qualified staff member(s) serving the equivalent function? Yes No
- For all "No" answers, how are these issues handled and by whom? Please attach full details.
2. Does the Applicant or any of its Subsidiaries have a human resources manual or equivalent written management guidelines? Yes No
- If "Yes", does it address the following issues?
- | | | |
|---|------------------------------|-----------------------------|
| Legally prohibited Discrimination | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Sexual Harassment | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Compliance with the Americans with Disabilities Act | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Compliance with the 1991 Civil Rights Act | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Compliance with the Family Medical Leave Act | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Employee disciplinary actions | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Terminations, layoffs and early retirements | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Employee appraisals / reviews | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
- For all "No" answers, how are these issues handled and by whom? Please attach full details.
3. Do employees certify that they have reviewed the HR material and will comply with its Terms and Conditions?
 Yes No
4. Do these staff member receive training in the proper implementation of your personnel policies and procedures?
 Yes No
5. Does the Applicant and any of its Subsidiaries have an Employee Handbook? Yes No
- If "Yes," is the Employment Handbook distributed to all employees or maintained on an Internet location informing employees of their employment rights? Yes No
6. Does the Applicant and any of its Subsidiaries conduct employee training with regards to discrimination and harassment? Yes No

- 7. Has the Applicant and any of its Subsidiaries implemented and adopted anti-discrimination/harassment policies?
 Yes No
- 8. Is there a formalized process in place for reporting complaints/ harassment? Yes No
 If "Yes," do employees know this action will not result in a retaliatory action? Yes No
- 9. Has Legal Counsel reviewed the HR Guidelines in the last 2 years? Yes No

Section F. WORK FORCE MANAGEMENT

- 1. Are employment issues relating to terminations, discriminations, sexual harassment, layoffs, transfers, or promotions handled by the Human Resources Department, Outside Counsel and/or the Legal Department?
 Yes No
 If "Yes," please provide details.
 If "No," please provide details on how these issues are handled.
- 2. Is the Applicant or any of its Subsidiaries currently undergoing or does the Applicant or any of its Subsidiaries contemplate undergoing during the next 12 months any employee layoffs or early retirements (including ones resulting from any type of company restructuring or office, plant or store closing)? Yes No
 If "Yes", please attach full details.
 - a. Have there been any structured layoffs in the past 24 months? Yes No
 If "Yes," what percentage of employees? 1-10% 11-25% Over 25%
 - b. Did the Applicant or any of its Subsidiaries use Outside Counsel during the lay off procedure? Yes No
 - c. Were severance packages offered in exchange for releases not to sue and will they be offered for future layoffs? Yes No
 - d. Please provide the number of layoffs that have occurred or are about to occur. _____
 - e. Does the Applicant or any of its Subsidiaries have procedures in place to assist terminated or laid off employees find work? Yes No

Section G. CLAIM REPORTING PROCEDURES

- 1. Within the Applicant and its Subsidiaries, where and to whom are lawsuits, administrative charges and demand letters reported?
 General Counsel: _____ Human Resources: _____ Risk Management: _____ Other: _____
- 2. Does the Applicant have a mechanism in place for its operating companies to immediately report lawsuits, administrative charges and demand letter to a corporate office of General Counsel, Human Resources or Risk Management? Yes No
- 3. Name of Risk Manager or General Counsel (or equivalent position) and number of years in current position:
 Name: _____ Title: _____ Years in Current Position: _____
 E-mail Address: _____ Phone Number: _____

Section H. CLAIMS HISTORY INFORMATION

- 1. Please provide on a separate attachment full details on all inquiries, investigations, grievance filings or other administrative hearings previously filed during the last five years or currently before any local, state or federal agency governing employer responsibility to employees. (If none, check here .)

2. Please provide on a separate attachment full details on all customer/client lawsuits previously filed during the last three years. (If none, check here)
3. Has there been, or is there now pending, any claim(s), suit(s), investigations or action(s) against the Applicant, its Subsidiaries, or any individual or other entity proposed for insurance arising out of an Employment Practices Violation (as defined within the proposed policy)? Yes No (If "Yes," attach complete details.)
4. Does the Applicant, its Subsidiaries, or any director, officer or employee of the Applicant know of any act, error or omission which might give rise to a claim(s) under the proposed policy? Yes No (If "Yes," attach complete details.)
5. Has the Applicant, any of its Subsidiaries or any director and/or officer been charged in any federal or state proceeding citing a violation of anti-harassment or anti-discrimination law? Yes No (If "Yes," attach complete details.)

It is agreed that with respect to Questions 3 through 5 above, if such claim(s), suit(s), investigation(s), action(s), proceeding(s), inquiry, violation, knowledge, information or involvement exists, any claim(s), suit(s), investigation(s), action(s), proceeding(s) or inquiry and any claim, action, suit, investigations, proceeding or inquiry arising therefrom or arising from such violation, knowledge, information or involvement is excluded from the proposed coverage

Section I. CURRENT COVERAGE

1. Current insurance (if none, most recent). If included as an attachment herein check here (Attached).

	D&O Insurance	EPL Insurance
(a) Name of insurance company	_____	_____
(b) Limit of Liability	_____	_____
(c) Self-insured retention	_____	_____
(d) Policy expiration date	_____	_____
(e) Premium (indicate one year or more)	_____	_____
(f) Continuity Date	_____	_____

2. Has any insurance carrier refused, canceled or non-renewed any Directors, Officer or Employment Practices insurance coverage*? Yes No ***MISSOURI APPLICANTS NEED NOT REPLY**
If "Yes," attach full details including when and reason(s).
3. Attach copies of the following for the Applicant and, to the extent available, each of its Subsidiaries:
 - a. Latest annual report or audited Financial Statement.
 - b. Latest CPA management letter along with the Applicant's responses to any recommendations made therein.

THE UNDERSIGNED AUTHORIZED OFFICER OF THE APPLICANT DECLARES THAT THE STATEMENTS SET FORTH HEREIN ARE TRUE. THE UNDERSIGNED AUTHORIZED OFFICER AGREES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF THE INSURANCE, HE/SHE (UNDERSIGNED) 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 AND/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 AGREED

THAT THIS APPLICATION SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BE ATTACHED TO AND BECOME PART OF THE POLICY.

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.

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

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

NOTICE TO COLORADO APPLICANTS: IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE, AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AUTHORITIES

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.

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

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

NOTICE TO LOUISIANA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

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

NOTICE TO NEW JERSEY APPLICANTS: ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO OHIO APPLICANTS: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

NOTICE TO OKLAHOMA APPLICANTS: WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY (365:15-1-10, 36 §3613.1).

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

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



NOTICE TO NEW YORK APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

Signed _____
(Applicant)

Attest _____

Date _____

Broker _____

Title _____
(Must be signed by President, Chairman,
Chief Executive Officer or Chief Financial Officer)

License # _____

Address _____

Please read the following statement carefully and sign where indicated. If a policy is issued, this signed statement will be attached to the policy.

The undersigned authorized officer of the Applicant hereby acknowledges that he/she is aware that the limit of liability contained in this policy shall be reduced, and may be completely exhausted, by the costs of legal defense and, in such event, the insurer shall not be liable for the costs of legal defense or for the amount of any judgment or settlement to the extent that such exceeds the limit of liability of this policy.

The undersigned authorized officer of the Applicant hereby acknowledges that he/she is aware that legal defense costs that are incurred shall be applied against the retention amount.

Signed _____
(Applicant)

Date _____

Title _____
(Must be signed by President, Chairman,
Chief Executive Officer or Chief Financial Officer)



Name of Insurance Company to which Application is made (herein called the "Insurer")

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY RENEWAL APPLICATION

NOTICE: THE POLICY PROVIDES THAT THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED FOR LEGAL DEFENSE. FURTHER NOTE THAT AMOUNTS INCURRED FOR LEGAL DEFENSE SHALL BE APPLIED AGAINST THE RETENTION AMOUNT.

IF A POLICY IS ISSUED, IT WILL BE ON A CLAIMS-MADE BASIS.

Section A. GENERAL INFORMATION

- Name of Applicant: _____
Address of Named Applicant: _____
- State of Incorporation: _____
- Years of Operation: _____
- Nature of Business: _____ Primary SIC Code(s): _____
- Number of Locations: Domestic (within the U.S., Canada and territories): _____
Foreign: _____
- Name of Parent Corporation (if not Applicant): _____ If not applicable, please check here
Address of Parent Corporation: _____

Section B. FINANCIAL INFORMATION

Please provide the following financial information for the Applicant and its Subsidiaries.

Information must be based on the most recent audited financials or interim financials, if audited financials are not available.

- Please provide the following Financial Information for the Applicant and its Subsidiaries.

Based on Financial Statements Dated:	_____ (Year/Month)
Total Assets	\$ _____
Total Liabilities	\$ _____
Total Revenues/Contributions	\$ _____
<input type="checkbox"/> Net Income or <input type="checkbox"/> Net Loss	\$ _____
Cashflow from Operations	\$ _____

- Has the Applicant or any of its Subsidiaries changed auditors in the past year? Yes No N/A
If yes, please provide details.

Section C. COMPANY INFORMATION

- Please list all direct and indirect Subsidiaries. If included as an attachment herein, check here
If not applicable, please check here .

Name	Business or Type of Operation	Percentage of Ownership	Date Acquired or Created	Domestic or Foreign and Country of Incorporation
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Are you requesting for coverage to be extended to all Subsidiaries? Yes No

2. Is the Applicant or any of its Subsidiaries involved in any joint ventures, general partnerships or limited partnerships? Yes No
 3. Has the Applicant or any of its Subsidiaries had any mergers, acquisitions or consolidations in the past 24 months? Yes No
 4. Are there any plans for a future merger, acquisition or consolidation of or by the Applicant or any of its Subsidiaries in the next 12 months? Yes No
- If "Yes," have these plans been approved by any of the following? Please check all that apply.
- Board of Directors Shareholders

Section D. EMPLOYMENT PRACTICES INFORMATION

Please provide the following information regarding Employees including Directors and Officers:

1. Enter the TOTAL number of employees (by type) in the boxes below.

Note: Seasonal, Temporary and Leased Employees are to be included as Part-Time employees (Non-Union if Domestic)

Number Employees in ALL STATES/JURISDICTIONS:

	Domestic		Foreign
	Union	Non-Union	
Full Time	_____	_____	_____
Part Time	_____	_____	_____

Total Number of Independent Contractors	_____
---	-------

2. Enter the number of employees (by type) in the specified jurisdictions ONLY in the boxes below.

Note: Seasonal, Temporary and Leased Employees are to be included as Part-Time employees (Non-Union if Domestic)

Number of Employees located in CALIFORNIA ONLY:

	Domestic	
	Union	Non-Union
Full Time	_____	_____
Part Time	_____	_____

Total Number of Independent Contractors	_____
---	-------

Number of Employees located in DISTRICT OF COLUMBIA, FLORIDA, MICHIGAN & TEXAS ONLY (collectively):

	Domestic	
	Union	Non-Union
Full Time	_____	_____
Part Time	_____	_____

Total Number of Independent Contractors	_____
---	-------

Number of Employees RESIDING in NEW YORK ONLY:

3. For the past 3 years, what has been the annual percentage turnover rate of employees (all locations)?
- Domestic: Year _____, _____% Year _____, _____% Year _____, _____%
- Foreign: Year _____, _____% Year _____, _____% Year _____, _____%

Section E. HUMAN RESOURCES, LOSS PREVENTION AND INCIDENT MANAGEMENT

1. Does the Applicant and any of its Subsidiaries have a Human Resources or Personnel Department?

Yes No

If "No," does the Applicant and any of its Subsidiaries have other designated/qualified staff member(s) serving the equivalent function? Yes No

For all "No" answers, how are these issues handled and by whom? Please attach complete details.

2. Does the Applicant or any of its Subsidiaries have a human resources manual or equivalent written management guidelines? Yes No

If "Yes", does it address the following issues?

- | | | |
|---|------------------------------|-----------------------------|
| Legally prohibited Discrimination | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Sexual Harassment | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Compliance with the Americans with Disabilities Act | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Compliance with the 1991 Civil Rights Act | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Compliance with the Family Medical Leave Act | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Employee disciplinary actions | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Terminations, layoffs and early retirements | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Employee appraisals / reviews | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

For all "No" answers, how are these issues handled and by whom? Please attach complete details.

3. Do employees certify that they have reviewed the HR material and will comply with its Terms and Conditions?
 Yes No
4. Do these staff member receive training in the proper implementation of your personnel policies and procedures?
 Yes No
5. Does the Applicant and any of its Subsidiaries have an Employee Handbook? Yes No
If "Yes," is the Employment Handbook distributed to all employees or maintained on an Internet location informing employees of their employment rights? Yes No
6. Does the Applicant and any of its Subsidiaries conduct employee training with regards to discrimination and harassment? Yes No
7. Has the Applicant and any of its Subsidiaries implemented and adopted anti-discrimination/harassment policies?
 Yes No
8. Is there a formalized process in place for reporting complaints/ harassment? Yes No
If "Yes," do employees know this action will not result in a retaliatory action? Yes No
9. Has Legal Counsel reviewed the HR Guidelines in the last 2 years? Yes No

Section F. WORK FORCE MANAGEMENT

1. Are employment issues relating to terminations, discriminations, sexual harassment, layoffs, transfers, or promotions handled by the Human Resources Department, Outside Counsel and/or the Legal Department?
 Yes No

If "Yes," please provide complete details.

If "No," please provide details on how these issues are handled.

2. Is the Applicant or any of its Subsidiaries currently undergoing or does the Applicant or any of its Subsidiaries contemplate undergoing during the next 12 months any employee layoffs or early retirements (including ones resulting from any type of company restructuring or office, plant or store closing)? Yes No

If "Yes", please attach complete details.

- a. Have there been any structured layoffs in the past 24 months? Yes No

If "Yes," what percentage of employees? 1-10% 11-25% Over 25%

- b. Did the Applicant or any of its Subsidiaries use Outside Counsel during the lay off procedure? Yes No

- c. Were severance packages offered in exchange for releases not to sue and will they be offered for future layoffs? Yes No

- d. Please provide the number of layoffs that have occurred or are about to occur. _____

- e. Does the Applicant or any of its Subsidiaries have procedures in place to assist terminated or laid off employees find work? Yes No

Section G. CLAIM REPORTING PROCEDURES

1. Within the Applicant and its Subsidiaries, where and to whom are lawsuits, administrative charges and demand letters reported?

General Counsel: _____ Human Resources: _____ Risk Management: _____ Other: _____

2. Does the Applicant have a mechanism in place for its operating companies to immediately report lawsuits, administrative charges and demand letter to a corporate office of General Counsel, Human Resources or Risk Management? Yes No

3. Name of Risk Manager or General Counsel (or equivalent position) and number of years in current position:

Name: _____ Title: _____ Years in Current Position: _____

E-mail Address: _____ Phone Number: _____

Section H. CURRENT COVERAGE

1. Attach copies of the following for the Applicant and, to the extent available, each of its Subsidiaries:

- a. Latest annual report or audited Financial Statement.
 b. Latest CPA management letter along with the Applicant's responses to any recommendations made therein.

THE UNDERSIGNED AUTHORIZED OFFICER OF THE APPLICANT DECLARES THAT THE STATEMENTS SET FORTH HEREIN ARE TRUE. THE UNDERSIGNED AUTHORIZED OFFICER AGREES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF THE INSURANCE, HE/SHE (UNDERSIGNED) 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 AND/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 AGREED THAT THIS APPLICATION SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BE ATTACHED TO AND BECOME PART OF THE POLICY.

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.

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

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

NOTICE TO COLORADO APPLICANTS: IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE, AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AUTHORITIES

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.

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

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

NOTICE TO LOUISIANA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

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

NOTICE TO NEW JERSEY APPLICANTS: ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO OHIO APPLICANTS: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

NOTICE TO OKLAHOMA APPLICANTS: WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY (365:15-1-10, 36 §3613.1).

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

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



NOTICE TO NEW YORK APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

Signed _____
(Applicant)

Attest _____

Date _____

Broker _____

Title _____
(Must be signed by President, Chairman,
Chief Executive Officer or Chief Financial Officer)

License # _____
Address _____

Please read the following statement carefully and sign where indicated. If a policy is issued, this signed statement will be attached to the policy.

The undersigned authorized officer of the Applicant hereby acknowledges that he/she is aware that the limit of liability contained in this policy shall be reduced, and may be completely exhausted, by the costs of legal defense and, in such event, the insurer shall not be liable for the costs of legal defense or for the amount of any judgment or settlement to the extent that such exceeds the limit of liability of this policy.

The undersigned authorized officer of the Applicant hereby acknowledges that he/she is aware that legal defense costs that are incurred shall be applied against the retention amount.

Signed _____
(Applicant)

Date _____

Title _____
(Must be signed by President, Chairman,
Chief Executive Officer or Chief Financial Officer)



AMERICAN INTERNATIONAL COMPANIES ®

Name of Insurance Company

To Which Application is Made: _____
(herein called the Insurer)

AIG PERSONAL IDENTITY COVERAGE SUPPLEMENTAL APPLICATION

1. Name of Applicant: _____
2. Do you currently have an identity theft insurance program in place? _____ If yes, please attach policy.
3. Have you ever had an application for identity theft insurance declined or has a policy issued to you been cancelled or non-renewed by the insurance carrier? _____ If yes, please give details. **(MISSOURI APPLICANTS NEED NOT REPLY.)**

4. Have you had any identity theft losses over the past three years (whether or not covered by insurance)? _____
If yes, include date, type and amount of loss.

5. Have you had any theft of customer/member/employee information over the past three years (whether or not covered by insurance)? _____
If yes, include date, type and amount of loss.

6. Do you train employees on privacy, information security and related issues annually or more frequently? If yes, please provide information about the training provided.

7. How many employees do you have that reside in the State of New York? _____

Named Applicant _____

Date _____

THIS SUPPLEMENTAL APPLICATION DOES NOT BIND THE APPLICANT TO BUY OR THE INSURER TO ISSUE THE INSURANCE, BUT IT IS AGREED THAT THIS FORM SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BE ATTACHED TO AND BECOME PART OF THE POLICY. THE UNDERSIGNED AUTHORIZED OFFICER OF THE APPLICANT DECLARES THAT THE STATEMENTS SET FORTH IN THIS SUPPLEMENTAL APPLICATION ARE COMPLETE, TRUE AND CORRECT. ANY MISREPRESENTATION, OMISSION, CONCEALMENT OR INCORRECT STATEMENT OF A MATERIAL FACT, IN THIS SUPPLEMENTAL APPLICATION OR OTHERWISE, SHALL BE GROUNDS FOR THE RESCISSION OF ANY BOND, POLICY OR ENDORSEMENT ISSUED. THE UNDERSIGNED AUTHORIZED OFFICER AGREES THAT IF THE INFORMATION SUPPLIED ON THIS SUPPLEMENTAL APPLICATION CHANGES BETWEEN THE DATE OF THIS SUPPLEMENTAL APPLICATION AND THE EFFECTIVE DATE OF THE INSURANCE, THE APPLICANT WILL IMMEDIATELY NOTIFY THE INSURER OF SUCH CHANGES, AND THE INSURER MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATION OR AGREEMENT TO BIND THE INSURANCE.

Signed: _____

Print Name: _____

Date: _____

Title: _____

(must be signed by the President or Chief Executive Officer if a corporation, a general partner if a partnership)

Broker: _____

Address: _____

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

NOTICE TO ARKANSAS, NEW MEXICO AND WEST VIRGINIA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT, OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO COLORADO APPLICANTS: IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE, AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM

Named Applicant _____

Date _____

INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE
WITHIN THE DEPARTMENT OF REGULATORY AUTHORITIES

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.

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

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

NOTICE TO LOUISIANA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

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

NOTICE TO NEW JERSEY APPLICANTS: ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO NEW YORK APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

NOTICE TO OHIO APPLICANTS: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

NOTICE TO OKLAHOMA APPLICANTS: WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY (365:15-1-10, 36 §3613.1).

NOTICE TO PENNSYLVANIA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT

Named Applicant _____

Date _____

MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

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

NOTICE TO VERMONT APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH MAY BE A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

1 V 1 EXCLUSION-DELETED

In consideration of the premium charged, it is hereby understood and agreed that Exclusion (i), commonly referred to as the "Insured v. Insured Exclusion," is deleted in its entirety.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**1 v 1 EXCLUSION
EXCEPTIONS FOR CROSS-CLAIMS & PAST DIRECTORS**

In consideration of the premium charged, it is hereby understood and agreed that that Exclusion (i) shall not apply to any Claim(s) brought by:

- (i) any natural person Insured where such Claim is in the form of a cross-claim or third-party claim for contribution or indemnity and which is part of and results directly from a Claim which is not otherwise excluded by the terms of this policy; and
- (ii) any past Employee who has not served as a duly elected or appointed director, member of the Board of Managers or management committee member or General Partner of the Named Entity for at least ____ (__) years prior to such Claim(s) being first made against any Insured.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

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Policy number

Issued to:

By:

**ABSOLUTE BODILY INJURY AND PROPERTY DAMAGE EXCLUSION
OTHER THAN EMOTIONAL DISTRESS AND MENTAL ANGUISH**

In consideration of the premium charged, it is hereby understood and agreed that the Clause entitled "EXCLUSIONS" is amended by deleting Exclusion (h) in its entirety and replacing it with the following:

- (h) alleging, arising out of, based upon or attributable to, or in any way involving, either directly or indirectly, bodily injury (other than emotional distress or mental anguish), sickness, disease, or death of any person, or damage to or destruction of any tangible property, including the loss of use thereof;

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**ADDITIONAL INSUREDS
LISTED AFFILIATES**

In consideration of the premium charged, it is hereby understood and agreed that the term "Company" shall also mean the following entity(ies), while they qualify as "Affiliates" as defined in the policy, subject to each Affiliates' respective Continuity Date:

LISTED AFFILIATE	APPLICABLE CONTINUITY DATE
1.	
2.	
3.	
4.	
5.	

For any coverage afforded by this endorsement, the Affiliate(s) listed above and the Company will be conclusively deemed to have indemnified the Individual Insureds of the respective Affiliate(s) listed above to the extent that such Affiliate(s) or the Company is permitted or required to indemnify such Individual Insureds pursuant to law, common or statutory, or contract, or its charter or by-laws. The Affiliate(s) listed above and the Company hereby agree to indemnify the Individual Insureds to the fullest extent permitted by law, including the making in good faith of any required application for court approval.

Also, for any coverage afforded by this endorsement, the Insurer shall not be liable for any Loss in connection with any Claim(s), made against any Affiliate(s) listed above or any Insured(s) thereof:

- (a) alleging, arising out of, based upon or attributable to, as of such Affiliate's respective Continuity Date, any pending or prior: (1) litigation; or (2) administrative or regulatory proceeding or investigation; or alleging or derived from the same or essentially the same facts as alleged in such pending or prior litigation or administrative or regulatory proceeding or investigation; or
- (b) alleging any Employment Practices Violation occurring prior to such Affiliate's respective Continuity Date, if an Insured knew or could have reasonably foreseen that such Employment Practices Violation could lead to a Claim under this policy.

In all events, coverage as is afforded under this endorsement with respect to a Claim made against each respective Affiliate listed above or any Individual Insureds thereof shall only apply for Employment Practices Violations committed or allegedly committed after the

respective Affiliate's applicable Continuity Date and prior to the time that such Affiliate ceased to be an Affiliate.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**ADDITIONAL INSUREDS
LISTED INDIVIDUALS-CO-DEFENDANT BASIS**

In consideration of the premium charged, it is hereby understood and agreed that the term "Employee" is amended to include the following listed individual(s) (each being a "Co-Defendant Additional Insured"):

LISTED INDIVIDUAL	CONTINUITY DATE
1.	
2.	
3.	
4.	

Coverage afforded by this endorsement is limited to the Loss of each Co-Defendant Additional Insured from Claims made and continued on a co-defendant basis against the Co-Defendant Additional Insured and at least one other Insured who is not a Co-Defendant Additional Insured.

For coverage afforded by this endorsement, the Company will be conclusively deemed to have indemnified the individuals listed above to the maximum extent that the Company is permitted or required to grant such indemnification pursuant to law, common or statutory, or contract or by the charter or by-laws of the Company (which are hereby deemed to adopt the broadest provisions of the law which determined or defines such rights of indemnity). The Company hereby agrees to indemnify the individuals to the fullest extent permitted by law including the making in good faith of any required application for court approval.

Also, for coverage afforded by this endorsement, the Insurer shall not be liable for any Loss in connection with any Claim(s) made against an Insured:

- (a) alleging, arising out of, based upon or attributable to, as of the Continuity Date, any pending or prior: (i) litigation; or (2) EEOC (or similar state, local or foreign agency) proceeding or investigation of which an Insured had notice, or alleging or derived from the same or essentially the same facts as alleged in such pending or prior litigation or EEOC (or similar state, local or foreign agency) proceeding or investigation; or
- (b) alleging any Employment Practices Violation occurring prior to each individual's respective Continuity Date if an Insured knew or could have reasonably foreseen that such Employment Practices Violation could lead to a Claim under this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**AFFILIATE EXCLUSION
(CLAIMS BROUGHT BY)**

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for Loss in connection with any Claim(s) made against any Insured(s) which is brought by or on behalf of any Affiliate or any directors, officers, partners, management committee members, members of the Board of Managers, general partners or equivalent positions of said Affiliate.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**AFFILIATE EXCLUSION
(OWNERSHIP, OPERATION, MANAGEMENT, CONTROL)**

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for Loss in connection with any Claim(s) made against any Insured(s) alleging, arising out of, based upon or attributable to any investment in, or ownership, operation, management or control of any Affiliate.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

BROKER OF RECORD

In consideration of the premium charged, it is hereby understood and agreed that effective as of the date set forth below, the Broker of Record for this policy is as follows:

NEW BROKER OF RECORD	EFFECTIVE DATE

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

CANCELLATION – FLAT RATE

In consideration of the returned premium of \$_____, it is hereby understood and agreed that, pursuant to the request of the Insured and subject to the terms and conditions of the Clause entitled "CANCELLATION", this policy is cancelled flat rate. Pursuant thereto, the Insurer shall not be liable for any Loss in connection with any Claim(s) made against any Insured(s) on or after the date of this endorsement.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

CANCELLATION – SHORT RATE

In consideration of the returned premium of \$_____, it is hereby understood and agreed that, pursuant to the request of the Insured and subject to the terms, conditions and exclusions of the Clause entitled "CANCELLATION", this policy is cancelled short rate. Pursuant thereto, the Insurer shall not be liable for any Loss in connection with any Claim(s), made against any Insured(s) on or after the date of this endorsement.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**CHANGE IN CONTROL
EXTENDED NOTICE DEADLINE TO 60 DAYS**

In consideration of the premium charged, it is hereby understood and agreed that the Clause entitled "CHANGE IN CONTROL OF NAMED ENTITY" is amended by deleting the last sentence in its entirety and replacing it with the following:

The Named Entity shall give the Insurer written notice of the Transaction as soon as practicable, but not later than 60 days after the effective date of the Transaction.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**CHANGE IN CONTROL
PREMIUM CAP**

In consideration of the premium charged, it is hereby understood and agreed that the Clause entitled "CHANGE IN CONTROL OF NAMED ENTITY" is amended by deleting the second paragraph thereof in its entirety and replacing it with the following:

In the event of a Transaction, as defined in the CHANGE IN CONTROL OF NAMED ENTITY Clause, the Named Entity shall have the right, within 30 days before the end of the Policy Period, to request an offer from the Insurer of a Discovery Period (with respect to Employment Practices Violations occurring prior to the effective time of the Transaction) for a period of [] year(s). The Insurer shall offer such Discovery Period pursuant to such terms, conditions and premium as the Insurer may reasonably decide, provided that the premium amount shall be no greater than []% of the "full annual premium" ("Premium Cap"), unless during the Policy Period a notice of a Claim, or notice of circumstances has been given to the Insurer pursuant to the terms of the "NOTICE/CLAIM REPORTING PROVISIONS" Clause of the policy, in which case the []% Premium Cap shall not apply. In the event of a Transaction, the right to a Discovery Period shall not otherwise exist except as indicated in this paragraph.

The last paragraph of the "DISCOVERY" Clause is hereby deleted in its entirety.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**CHANGE IN CONTROL
REPORTING WINDOW INCREASED UP TO █ DAYS**

In consideration of the premium charged, it is hereby understood and agreed that THE Clause entitled "CHANGE IN CONTROL OF NAMED ENTITY" is amended by deleting the last paragraph thereof in its entirety and replacing it with the following:

The Named Entity shall give the Insurer written notice of the Transaction as soon as practicable, but in no case later than █ days after the effective date of the Transaction.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**CHANGE IN CONTROL
SPECIFIC TRANSACTIONS WAIVED**

In consideration of the premium charged it is hereby understood and agreed that the term "Transaction" as that term is defined within the Clause entitled "CHANGE IN CONTROL OF NAMED ENTITY" shall not include any the following event(s):

1. _____
2. _____
3. _____

Except as described above, the terms and conditions of the CHANGE IN CONTROL OF NAMED ENTITY Clause shall remain intact and in full force and effect and all terms, conditions, and provisions of such Clause remain unchanged.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

CHANGE OF CONTROL EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for Loss in connection with any Claim(s) (including but not limited to any derivative action(s) and/or any representative class action(s)) made against the Insured(s) alleging, arising out of, based upon, or attributable to any change in "control" of the Company including, but not limited to, any negotiations or discussions conducted by or on behalf of the Company concerning any such change in "control". For the purposes of this endorsement, "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the Company, whether through the ownership of voting securities, by contract, by membership on the board of directors, or otherwise.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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Issued to:

By:

**CHANGE IN CONTROL
TRIGGER C DELETED**

In consideration of the premium charged it is hereby understood and agreed that trigger C of Clause 12 is deleted in its entirety.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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forms a part of

Policy number

Issued to:

By:

CHOICE OF LAW

In consideration of the premium charged, it is hereby understood and agreed that this policy is hereby deemed to have been executed in the state, commonwealth or district of [REDACTED] of the United State of America, and any interpretation of this policy relating to the construction, validity and/or performance of this policy shall be made in accordance with the laws of such jurisdiction.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**CHOICE OF LAW AND VENUE
SPECIFIED**

In consideration of the premium charged, it is hereby understood and agreed that this policy is hereby deemed to have been executed in the state, commonwealth or district of [] in the United States of America, and any interpretation of this policy relating to the construction, validity and/or performance of this policy shall be made in accordance with the laws of such jurisdiction.

Any litigation which may arise under or in connection with this policy, including any determination of the amount of Loss, shall be brought only in a state or federal court situated in the above-referenced jurisdiction, which shall have exclusive jurisdiction over such litigation.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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Issued to:

By:

**CHOICE OF LAW AND VENUE
DOMICILE JURISDICTION**

In consideration of the premium charged, it is hereby understood and agreed that this policy is deemed to have been executed at the address of the Named Entity indicated in Item 1 of the Declarations (the "Domicile Jurisdiction"), and any interpretation of this policy relating to the construction, validity and/or performance of this policy shall be made in accordance with the laws of such Domicile Jurisdiction.

Any litigation which may arise under or in connection with this policy, including any determination of the amount of Loss, shall be brought only in a state or federal court situated in Domicile Jurisdiction, which court shall have exclusive jurisdiction over such litigation.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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This endorsement, effective at 12:01 AM

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Policy number

Issued to:

By:

COINSURANCE

In consideration of the premium charged, it is hereby understood and agreed that the following Clause is added to the policy:

COINSURANCE CLAUSE

With respect to any covered:

- (1) Indemnifiable Loss; or
- (2) Loss of the Company;

the Insurer shall only be liable to pay █% of such Loss, excess of the applicable Retention amount, subject to the other applicable limitations, conditions and exclusions. As a condition precedent to such obligation of the Insurer, the remaining █% of such Loss shall be carried by the Company and the Insureds at their own risk and be uninsured.

With respect to covered Loss, other than Indemnifiable Loss and Loss of the Company, the foregoing coinsurance feature shall not apply.

“Indemnifiable Loss” means Loss for which an organization has indemnified or is permitted or required to indemnify an insured person pursuant to law or contract or the charter, bylaws, operating agreement or similar documents of an organization.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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forms a part of

Policy number

Issued to:

By:

**CONSENT OF INSURER
SETTLEMENT WITHIN RETENTION**

In consideration of the premium charged, it is hereby understood and agreed that the Clause entitled "DEFENSE COSTS, SETTLEMENTS, JUDGMENTS (INCLUDING THE ADVANCEMENT OF DEFENSE COSTS)" is hereby amended by adding the following at the end thereof:

Notwithstanding any of the foregoing, if all Insureds, against whom a Claim is made, are able to dispose of all such Claims which are subject to one retention amount, for an amount not exceeding such retention amount (inclusive of Defense Costs), then the Insurer's consent shall not be required for such disposition.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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forms a part of

Policy number

Issued to:

By:

**CONSENT OF INSURER
SETTLEMENT WITHIN RETENTION-THRESHOLDS**

In consideration of the premium charged, it is hereby understood and agreed that the Clause entitled "DEFENSE COSTS, SETTLEMENTS, JUDGMENTS (INCLUDING THE ADVANCEMENT OF DEFENSE COSTS)" is hereby amended by adding the following at the end thereof:

Notwithstanding any of the foregoing paragraphs of this Clause and solely in regard to covered Defense Costs incurred in connection with a Claim which is not a "Designated Employment Practices Claim" (as that term is defined in Clause 9), the Insured shall have the right to incur such Defense Costs without the prior written consent of the Insurer (but still subject to all the other terms, and conditions of the policy), so long as such Defense Costs do not exceed the lesser of: (1) 25% of the Retention stated in Item 5 of the Declarations; or (2) \$100,000.

Solely with respect to covered Defense Costs incurred in connection with any Designated Employment Practices Claim, the Insured shall have the right to incur such Defense Costs without the prior written consent of the Insurer (subject to all other terms, and conditions of the policy) provided that such Defense Costs do not exceed \$25,000.

Defense Costs which exceed any of the threshold set forth in the prior two paragraphs are subject to all of the terms and conditions of this policy, including but not limited to, the definition of Defense Costs, the provisions of this Clause and the obligation of the Company and/or the Insured under this policy to obtain the written consent of the Insurer prior to incurring such costs.

Notwithstanding any of the foregoing, if all Insureds, against whom a Claim is made, are able to dispose of all such Claims which are subject to one retention amount, for an amount not exceeding such retention amount (inclusive of Defense Costs), then the Insurer's consent shall not be required for such disposition.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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Issued to:

By:

**CONTINUITY DATES
BACKDATED FOR DIRECTORS AND OFFICERS**

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. The Item of the Declarations entitled "CONTINUITY DATES" is deleted in its entirety and replaced with the following:

CONTINUITY DATES:

- A. any duly elected or appointed director or officer of the Company (other than Outside Entity coverage): MM/DD/YYYY
 - B. any Individual Insured not described in A. above (other than Outside Entity Coverage): MM/DD/YYYY
 - C. the Company: MM/DD/YYYY
 - D. Outside Entity Coverage: Per Outside Entity MM/DD/YYYY
2. The Definition of "Continuity Date" is deleted in its entirety and replaced with the following:
 - (d) "Continuity Date" means the date set forth in:
 - (1) Item 6A of the Declarations with respect to Employment Practices Violations alleged against a duly elected or appointed director or officer of the Company (other than Outside Entity coverage);
 - (2) Item 6B of the Declarations with respect to Employment Practices Violations alleged against any other Individual Insured (other than Outside Entity coverage);
 - (3) Item 6C of the Declarations with respect to Employment Practices Violations alleged against the Company; and
 - (4) Item 6D of the Declarations with respect to a Claim made against any Individual Insured arising out of such Insured's service as a director, officer, trustee or governor of an Outside Entity.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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Policy number

Issued to:

By:

CONTINUITY DATES-EXCESS LIMITS

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

- 1. The Item 6. of the Declarations entitled "CONTINUITY DATES" is hereby deleted in its entirety and replaced with the following:

ITEM 6. CONTINUITY DATES:

For the primary Limit of Liability of	\$	
A.1. All coverages (other than Outside Entity Coverage)		MM/DD/YYYY
B.1. Outside Entity Coverage: Per Outside Entity:		MM/DD/YYYY
For the Limit of Liability of \$ [] in excess of the primary \$ [] Limit of Liability		
A.2. All coverages (other than Outside Entity Coverage)		MM/DD/YYYY
B.2. Outside Entity Coverage: Per Outside Entity:		MM/DD/YYYY

- 2. The term "Limit of Liability" shall mean the Limit of Liability of this policy as stated in the Item of the Declarations entitled LIMIT OF LIABILITY.
- 3. The Definition of "Continuity Date" is deleted in its entirety and replaced with the following:
 - (d) "Continuity Date" means the dates set forth in:
 - (1) Items 6.A.1 and 6.A.2 of the Declarations with respect to all coverages (other than Outside Entity Coverage); and
 - (2) Item 6.B.1 and 6.B.2 of the Declarations with respect to with respect to a Claim made against any Individual Insured arising out of such Insured's service as a director, officer, trustee or governor of an Outside Entity.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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By:

**CONTINUITY DATES
THIRD PARTY DISCRIMINATION/HARASSMENT**

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. "Third Party Employment Practices Violation" means, with respect to any customer, client or any other individual or group of individuals, other than an Employee or applicant for employment with the Company or an Outside Entity, 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.
2. The Item of the Declarations entitled "CONTINUITY DATES" is deleted in its entirety and replaced with the following:

CONTINUITY DATES:

- A. Employment Practices Violations, other than Third-Party Employment Practices Violations, alleged against any Insured (other than Outside Entity Coverage): MM/DD/YYYY
 - B. Third-Party Employment Practices Violations, alleged against any Insured (other than Outside Entity Coverage): MM/DD/YYYY
 - C. Outside Entity Coverage: Per Outside Entity MM/DD/YYYY
3. The Definition of "Continuity Date" is deleted in its entirety and replaced with the following:
 - (d) "Continuity Date" means the date set forth in:
 - (1) Item 6A of the Declarations with respect to Employment Practices Violations, other than Third Party Employment Practices Violations, alleged against any Insured (other than Outside Entity coverage);
 - (2) Item 6B of the Declarations with respect to Third Party Employment Practices Violations alleged against any Insured (other than Outside Entity coverage);
 - (3) Item 6C of the Declarations with respect to a Claim made against an Individual Insured(s) of the Company arising out of such Insured's service as a director, officer, trustee or governor of an Outside Entity.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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Issued to:

By:

**CONTRACTUAL LIABILITY
50% DEFENSE COST FEATURE**

In consideration of the premium charged, it is hereby understood and agreed that Exclusion (I) is hereby deleted in its entirety and replaced by the following:

- (I) alleging, arising out of, based upon or attributable to any actual or alleged contractual liability of the Company or any other Insured under any express (written or oral) employment contract or agreement (including but not limited to any severance agreement, golden parachute agreement, or any compensation agreement payable upon the termination of any Insured); provided, however, that this exclusion shall not apply to:
 - (1) the extent any liability does not arise under such express contract or agreement; or
 - (2) fifty percent (50%) of covered Defense Costs, the remaining 50% of such Defense Costs shall be paid by the Insured or the Company and remain uninsured; provided however, this exception shall only apply to Defense Cost(s) incurred in defending against a contractual liability based Claim alleging discrimination against or harassment of any Employee or applicant for employment with the Company or any Outside Entity;

ALL OTHER TERMS CONDITIONS AND EXCLUSIONS SHALL REMAIN UNCHANGED.

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forms a part of

Policy number

Issued to:

By:

COORDINATION OF AIG LIMITS

In consideration of the premium charged, it is hereby understood and agreed that, with respect to any Claim(s) under this policy for which coverage is provided by one or more other policies issued by the Insurer or any other member company of the American International Group (AIG), (or would be provided but for the exhaustion of any limit of liability or the applicability of the retention amount or deductible or the failure of the Insured(s) to submit a notice of a Claim as required), the limit of liability provided by virtue of this policy shall be reduced by the limit of liability provided by any such other AIG policy.

Notwithstanding the above, in the event such other AIG policy contains a provision which is similar in intent to the foregoing paragraph, then the foregoing paragraph will not apply, but instead:

1. the Insurer shall not be liable under this policy for a greater proportion of the loss than the applicable limit of liability under this policy bears to the combined aggregate limits of liability of all such AIG policies, and
2. the maximum amount payable under all such AIG policies shall not exceed the limit of liability of the policy which has the highest available and applicable limit of liability.

Nothing contained in this endorsement shall be construed to increase the Limit of Liability of or, if applicable, any sublimits of liability of this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

CRISIS FUND FOR EMPLOYMENT RELATED EVENTS
(Employment Crisis Management Insurance)

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended to provide Employment Crisis Management Coverage as follows:

1. The Declarations are amended by adding the following Item CF-1 to its end:

ITEM CF-1. Employment Crisis Management Fund [Insert Amount]

2. Item 6, CONTINUITY DATES, of the Declarations is amended as follows:

Item 6A does not apply to Employment Crisis Management Coverage.

Item 6EC, the "Employment Crisis Continuity Date," is: [Insert Date]

3. The following new "INSURING AGREEMENT" is added to the policy:

EMPLOYMENT CRISIS MANAGEMENT INSURANCE COVERAGE

This policy shall pay the Employment Crisis Management Loss of the Company arising from an Employment Crisis first commencing during the Policy Period, up to the amount of the Employment Crisis Management Fund.

4. The Clause entitled "EXCLUSIONS" is not applicable to Employment Crisis Management Loss.
5. The Clause entitled "LIMIT OF LIABILITY" is amended by the addition of the following:

The limit of the Insurer's liability for Employment Crisis Management Loss arising from all Employment Crises occurring during the Policy Period, in the aggregate, shall be the amount set forth herein as the Employment Crisis Management Fund. This limit shall be the maximum limit of the Insurer's liability under this endorsement regardless of the number of Employment Crises occurring during the Policy Period. Provided, however, that this single Employment Crisis limit shall be part of and not in addition to the Limit of Liability stated in Item 4 of the Declarations, which shall in all events be the maximum liability of the Insurer for all Loss under this policy.

6. No Retention amount applies to covered Employment Crisis Management Loss, and the Insurer shall pay such Loss from first dollar, subject to applicable terms, conditions and limitations.
7. An actual or anticipated Employment Crisis must be reported to the Insurer as soon as practicable, but in no event later than thirty (30) days after any Company first incurs Employment Crisis Management Loss for which coverage will be requested.

8. The Clause entitled, "DEFENSE COSTS, SETTLEMENTS, JUDGMENTS (INCLUDING THE ADVANCEMENT OF DEFENSE COSTS)" does not apply to an Employment Crisis. The Company need not obtain prior written approval of the Insurer before incurring any Employment Crisis Management Loss; provided, however, that the Employment Crisis Management Firm selected by the Company to perform the Employment Crisis Management Services was approved by the Insurer.
9. For the Employment Crisis Management Coverage only, the following Definitions apply:
- (a) "Allegation" means any complaint, whether written or verbal, communicated to the Company's human resources department by:
 - (i) an individual who believes that he or she was a victim of the alleged Employment Practices Violation; or
 - (ii) such individual's direct or indirect supervisor, if: such supervisor is an Employee and that supervisor's conduct is not the subject matter of the alleged Employment Practices Violation.
 - (b) "Discovery" means either:
 - (i) an observation by any Senior Executive or any human resources manager; or
 - (ii) an internal investigation conducted by the Company, at the Company's own expense, which concludes that there is a reasonable basis to believe that an Employment Practices Violation has occurred.
 - (c) "Employment Crisis" means: an Allegation, Discovery or Media Report of an Employment Practices Violation (specifically including, but not limited to, a hostile work environment), which, in the good faith opinion of the Company's General Counsel (or equivalent position), resulted or is reasonably likely to result, in any:
 - (i) civil action or compliance audit by the EEOC or any similar state agency or commission;
 - (ii) civil or criminal action alleging sexual harassment or conduct by an executive officer;
 - (iii) civil class action;
 - (iv) civil action involving multiple plaintiffs; or
 - (v) civil action by a person alleging Retaliatory conduct by an Insured in response to such person's actions or threatened actions as a "whistleblower".

Provided, however, that the term Employment Crisis shall not include any:

- (1) revising or rewriting of personnel policies or procedures;
- (2) sensitivity or awareness training;
- (3) accommodations made by the Company pursuant to the Americans With Disabilities Act;
- (4) claim which has been reported, or any circumstances of which notice has been given, under any policy of which this policy is a renewal or replacement or which it may succeed in time;
- (5) pending or prior litigation, or EEOC (other similar foreign, state or local) litigation or proceeding, as of the Employment Crisis Continuity Date.
- (6) actual, alleged or threatened discharge, dispersal, release or escape of pollutants, lead mold, spores or other hazardous materials; or any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants, lead mold, spores or other hazardous materials; or
- (7) hazardous properties of nuclear materials; provided, however, the foregoing shall not apply to any Employment Crisis arising from the ownership of, operation of, construction of, management of, planning of, maintenance of or investment in any nuclear facility.

An Employment Crisis shall first commence when the Company's General Counsel first has knowledge of the Allegation, Discovery or Media Report giving rise to the Employment Crisis, and shall conclude at the earliest of: (1) the time when the Employment Crisis Management Firm advises the Company that the Employment Crisis no longer exists; or (2) when the Employment Crisis Management Fund has been exhausted.

- (d) "Employment Crisis Management Firm" means: any public relations firm, media management consultant, investigative firm or law firm hired by the Company to perform Employment Crisis Management Services in connection with the Employment Crisis. Below is a list of firms which have been pre-approved by the Insurer and may be hired by the Company without further approval by the Insurer. In the event the Company chooses to retain the services of an entity not listed on the attached list, the Company must obtain the written consent of the Insurer, which shall not be unreasonably withheld.
- (e) "Employment Crisis Management Fund" means the amount set forth as such in the Declarations as amended by this endorsement.

- (f) "Employment Crisis Management Loss" means any of the following amounts incurred during the pendency of the Employment Crisis, regardless of whether a Claim is ever made against an Insured arising from the Employment Crisis, and in the case where a Claim is made, regardless of whether the amount is incurred prior to or subsequent to the making of the Claim:
- (1) amounts for which the Company is legally liable for the reasonable and necessary fees and expenses incurred by an Employment Crisis Management Firm in the performance of Employment Crisis Management Services for the Company arising from an Employment Crisis; and
 - (2) amounts for which the Company is legally liable for the reasonable and necessary printing, advertising, mailing of materials, or travel by directors, officers, employees or agents of the Company or the Employment Crisis Management Firm, solely in connection with the Employment Crisis.
- (g) "Employment Crisis Management Services" means those services performed by an Employment Crisis Management Firm in advising the Company on minimizing potential harm to the Company arising from the Employment Crisis; including, but not limited to, maintaining and restoring public and employee confidence in the Company.
- (h) "Media Report" means any of the following publications or reports received in the geographic area of the Company: (i) a daily newspaper of general circulation; (ii) a weekly, monthly or quarterly newsletter or magazine of general circulation; (iii) a newsletter or trade publication applicable to the Company's industry; or (iv) a radio or television newscast.
- (i) "Senior Executive" means a director or duly appointed or elected corporate officer of the Company.

LIST OF PRE-APPROVED EMPLOYMENT CRISIS MANAGEMENT FIRMS

Firm	Primary Contact	Address
Variable	Variable	Variable

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**DISCOVERY-BILATERAL
1 YR PRESET-2 & 3 TBD**

In consideration of the premium charged, it is hereby understood and agreed that the policy (and any endorsement amending Clause 10. DISCOVERY CLAUSE) is hereby amended to the extent necessary for the policy to provide the following:

1. Clause 10. DISCOVERY CLAUSE, is deleted in its entirety and replaced with the following:

10. DISCOVERY CLAUSE

Except as indicated below, if the Named Entity shall cancel or the Named Entity or the Insurer shall refuse to renew this policy, the Named Entity shall have the right to a period of one, two or three years following the effective date of such cancellation or nonrenewal (herein referred to as the "Discovery Period"), upon payment of the respective "Additional Premium Amount" described below, in which to give to the Insurer written notice of Claims first made against the Insureds during such applicable Discovery Period for any Employment Practices Violation occurring prior to the end of the Policy Period and otherwise covered by this policy. The rights contained in this paragraph shall terminate, however, unless written notice of such election together with the additional premium due is received by the Insurer within 30 days of the effective date of cancellation or nonrenewal. The additional premium for the Discovery Period shall be fully earned at the inception of the Discovery Period. The Discovery Period is not cancelable. This clause and the rights contained herein shall not apply to any cancellation resulting from non-payment of premium.

The Additional Premium Amount for: (1) one year shall be **XXX%** of the "Full Annual Premium"; (2) two or three years shall be an amount to be determined by the Insurer in its sole and absolute discretion. As used herein, "Full Annual Premium" means the premium level in effect immediately prior to the end of the Policy Period.

In the event of a Transaction, as defined in Clause 12, the Named Entity shall have the right, within 30 days before the end of the Policy Period, to request an offer from the Insurer of a Discovery Period (with respect to Employment Practices Violations occurring prior to the effective time of the Transaction) for a period of no less than six years or for such longer or shorter period as the Named Entity may request. The Insurer shall offer such Discovery Period pursuant to such terms, conditions and premium as the Insurer may reasonably decide. In the event of a Transaction, the right to a Discovery Period shall not otherwise exist except as indicated in this paragraph.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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forms a part of

Policy number

Issued to:

By:

**DISCOVERY-BILATERAL
PREMIUM PRESET (CAP)-1, 2 & 3**

In consideration of the premium charged, it is hereby understood and agreed that the policy (and any endorsement amending Clause 10. DISCOVERY CLAUSE) is hereby amended to the extent necessary for the policy to provide the following:

1. Clause 10. DISCOVERY CLAUSE, is deleted in its entirety and replaced with the following:

10. DISCOVERY CLAUSE

Except as indicated below, if the Named Entity shall cancel or the Named Entity or the Insurer shall refuse to renew this policy, the Named Entity shall have the right to a period of one, two or three years following the effective date of such cancellation or nonrenewal (herein referred to as the "Discovery Period"), upon payment of the respective "Additional Premium Amount" described below, in which to give to the Insurer written notice of Claims first made against the Insureds during such applicable Discovery Period for any Employment Practices Violation occurring prior to the end of the Policy Period and otherwise covered by this policy. The rights contained in this paragraph shall terminate, however, unless written notice of such election together with the additional premium due is received by the Insurer within 30 days of the effective date of cancellation or nonrenewal. The additional premium for the Discovery Period shall be fully earned at the inception of the Discovery Period. The Discovery Period is not cancelable. This clause and the rights contained herein shall not apply to any cancellation resulting from non-payment of premium.

The Additional Premium Amount for: (1) one year shall be no more than **XXX**% of the "Full Annual Premium"; (2) two years shall be no more than **XXX**% of the "Full Annual Premium"; (3) three years shall be no more than **XXX**% of the "Full Annual Premium". As used herein, "Full Annual Premium" means the premium level in effect immediately prior to the end of the Policy Period.

In the event of a Transaction, as defined in Clause 12, the Named Entity shall have the right, within 30 days before the end of the Policy Period, to request an offer from the Insurer of a Discovery Period (with respect to Employment Practices Violations occurring prior to the effective time of the Transaction) for a period of no less than six years or for such longer or shorter period as the Named Entity may request. The Insurer shall offer such Discovery Period pursuant to such terms, conditions and premium as the Insurer may reasonably decide. In the event of a Transaction, the right to a Discovery Period shall not otherwise exist except as indicated in this paragraph.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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Issued to:

By:

**DISCOVERY-BILATERAL
PREMIUM-TBD**

In consideration of the premium charged, it is hereby understood and agreed that the policy (and any endorsement amending Clause 10. DISCOVERY CLAUSE) is hereby amended to the extent necessary for the policy to provide the following:

1. Clause 10. DISCOVERY CLAUSE, is deleted in its entirety and replaced with the following:

10. DISCOVERY CLAUSE

Except as indicated below, if the Named Entity shall cancel or the Named Entity or the Insurer shall refuse to renew this policy, the Named Entity shall have the right to a period of one, two or three years following the effective date of such cancellation or nonrenewal (herein referred to as the "Discovery Period"), upon payment of an additional premium amount as shall be determined by the Insurer in its sole and absolute discretion, in which to give to the Insurer written notice of Claims first made against the Insureds during such applicable Discovery Period for any Employment Practices Violation occurring prior to the end of the Policy Period and otherwise covered by this policy. The rights contained in this paragraph shall terminate, however, unless written notice of such election together with the additional premium due is received by the Insurer within 30 days of the effective date of cancellation or nonrenewal. The additional premium for the Discovery Period shall be fully earned at the inception of the Discovery Period. The Discovery Period is not cancelable. This clause and the rights contained herein shall not apply to any cancellation resulting from non-payment of premium.

In the event of a Transaction, as defined in Clause 12, the Named Entity shall have the right, within 30 days before the end of the Policy Period, to request an offer from the Insurer of a Discovery Period (with respect to Employment Practices Violations occurring prior to the effective time of the Transaction) for a period of no less than six years or for such longer or shorter period as the Named Entity may request. The Insurer shall offer such Discovery Period pursuant to such terms, conditions and premium as the Insurer may reasonably decide. In the event of a Transaction, the right to a Discovery Period shall not otherwise exist except as indicated in this paragraph.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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This endorsement, effective at 12:01 AM

forms a part of

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Issued to:

By:

DISCOVERY ELECTED

In consideration of the additional premium of \$ [REDACTED], it is hereby understood and agreed that pursuant to the terms and conditions of the Clause entitled "DISCOVERY CLAUSE," as of 12:01 A.M. on [REDACTED] ("Effective Time") this policy shall be amended as follows:

1. The DISCOVERY CLAUSE shall be deleted in its entirety and replaced by the following:

RUN-OFF/DISCOVERY PERIOD COVERAGE CLAUSE

The Named Entity shall have the right to a period of [REDACTED] year(s) (the "Run-Off Period") following the Effective Time (herein referred to as the Discovery Period) in which to give written notice to the Insurer of Claims first made against the Insureds during the Run-Off Period for any Employment Practices Violations occurring on or prior to the Effective Time and otherwise covered by this policy.

2. The CANCELLATION CLAUSE is deleted in its entirety and replaced by the following:

CANCELLATION

This policy may not be canceled by or on the behalf of Named Entity or the Insurer except as stated below. The Insurer may only cancel this policy in the event of nonpayment of premium by the Named Entity (including the nonpayment of any additional premium for this endorsement).

The Insurer shall cancel this policy by delivering to the Named Entity or by mailing to the Named Entity, by registered, certified, or other first class mail, at the Named Entity's address as shown in Item 1 of the Declarations, written notice stating when, not less than fifteen (15) days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice. The Policy Period (or Discovery 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 premium for this policy shall be fully earned at inception.

3. The Clause entitled "CHANGE IN CONTROL OF NAMED ENTITY" is deleted in its entirety.
4. Notwithstanding any other provision of this policy, this policy shall not provide coverage for any Employment Practices Violations occurring after the Effective Time.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**DISCOVERY-UNILATERAL
1 YR PRESET-2 & 3 TBD**

In consideration of the premium charged, it is hereby understood and agreed that the policy (and any endorsement amending Clause 10. DISCOVERY CLAUSE) is hereby amended to the extent necessary for the policy to provide the following:

1. Clause 10. DISCOVERY CLAUSE, is deleted in its entirety and replaced with the following:

10. DISCOVERY CLAUSE

Except as indicated below, if the Insurer shall refuse to renew this policy, the Named Entity shall have the right to a period of one, two or three years following the effective date of such nonrenewal (herein referred to as the "Discovery Period"), upon payment of the respective "Additional Premium Amount" described below, in which to give to the Insurer written notice of Claims first made against the Insureds during such applicable Discovery Period for any Employment Practices Violation occurring prior to the end of the Policy Period and otherwise covered by this policy. The rights contained in this paragraph shall terminate, however, unless written notice of such election together with the additional premium due is received by the Insurer within 30 days of the effective date of nonrenewal. The additional premium for the Discovery Period shall be fully earned at the inception of the Discovery Period. The Discovery Period is not cancelable.

The Additional Premium Amount for: (1) one year shall be **XXX%** of the "Full Annual Premium"; (2) two or three years shall be an amount to be determined by the Insurer in its sole and absolute discretion. As used herein, "Full Annual Premium" means the premium level in effect immediately prior to the end of the Policy Period.

In the event of a Transaction, as defined in Clause 12, the Named Entity shall have the right, within 30 days before the end of the Policy Period, to request an offer from the Insurer of a Discovery Period (with respect to Employment Practices Violations occurring prior to the effective time of the Transaction) for a period of no less than six years or for such longer or shorter period as the Named Entity may request. The Insurer shall offer such Discovery Period pursuant to such terms, conditions and premium as the Insurer may reasonably decide. In the event of a Transaction, the right to a Discovery Period shall not otherwise exist except as indicated in this paragraph.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**DISCOVERY-UNILATERAL
PREMIUM PRESET (CAP)-1, 2 & 3**

In consideration of the premium charged, it is hereby understood and agreed that the policy (and any endorsement amending Clause 10. DISCOVERY CLAUSE) is hereby amended to the extent necessary for the policy to provide the following:

1. Clause 10. DISCOVERY CLAUSE, is deleted in its entirety and replaced with the following:

10. DISCOVERY CLAUSE

Except as indicated below, if the Insurer shall refuse to renew this policy, the Named Entity shall have the right to a period of one, two or three years following the effective date of such nonrenewal (herein referred to as the "Discovery Period"), upon payment of the respective "Additional Premium Amount" described below, in which to give to the Insurer written notice of Claims first made against the Insureds during such applicable Discovery Period for any Employment Practices Violation occurring prior to the end of the Policy Period and otherwise covered by this policy. The rights contained in this paragraph shall terminate, however, unless written notice of such election together with the additional premium due is received by the Insurer within 30 days of the effective date of nonrenewal. The additional premium for the Discovery Period shall be fully earned at the inception of the Discovery Period. The Discovery Period is not cancelable.

The Additional Premium Amount for: (1) one year shall be no more than **XXX**% of the "Full Annual Premium"; (2) two years shall be no more than **XXX**% of the "Full Annual Premium"; (3) three years shall be no more than **XXX**% of the "Full Annual Premium". As used herein, "Full Annual Premium" means the premium level in effect immediately prior to the end of the Policy Period.

In the event of a Transaction, as defined in Clause 12, the Named Entity shall have the right, within 30 days before the end of the Policy Period, to request an offer from the Insurer of a Discovery Period (with respect to Employment Practices Violations occurring prior to the effective time of the Transaction) for a period of no less than six years or for such longer or shorter period as the Named Entity may request. The Insurer shall offer such Discovery Period pursuant to such terms, conditions and premium as the Insurer may reasonably decide. In the event of a Transaction, the right to a Discovery Period shall not otherwise exist except as indicated in this paragraph.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**DISCOVERY-UNILATERAL
PREMIUM-TBD**

In consideration of the premium charged, it is hereby understood and agreed that the policy (and any endorsement amending Clause 10. DISCOVERY CLAUSE) is hereby amended to the extent necessary for the policy to provide the following:

1. Clause 10. DISCOVERY CLAUSE, is deleted in its entirety and replaced with the following:

10. DISCOVERY CLAUSE

Except as indicated below, if the Insurer shall refuse to renew this policy, the Named Entity shall have the right to a period of one, two or three years following the effective date of such nonrenewal (herein referred to as the "Discovery Period"), upon payment of an additional premium amount as shall be determined by the Insurer in its sole and absolute discretion, in which to give to the Insurer written notice of Claims first made against the Insureds during such applicable Discovery Period for any Employment Practices Violation occurring prior to the end of the Policy Period and otherwise covered by this policy. The rights contained in this paragraph shall terminate, however, unless written notice of such election together with the additional premium due is received by the Insurer within 30 days of the effective date of nonrenewal. The additional premium for the Discovery Period shall be fully earned at the inception of the Discovery Period. The Discovery Period is not cancelable.

In the event of a Transaction, as defined in Clause 12, the Named Entity shall have the right, within 30 days before the end of the Policy Period, to request an offer from the Insurer of a Discovery Period (with respect to Employment Practices Violations occurring prior to the effective time of the Transaction) for a period of no less than six years or for such longer or shorter period as the Named Entity may request. The Insurer shall offer such Discovery Period pursuant to such terms, conditions and premium as the Insurer may reasonably decide. In the event of a Transaction, the right to a Discovery Period shall not otherwise exist except as indicated in this paragraph.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**DISPUTE RESOLUTION
LOCATIONS-ADD BOSTON & JURISDICTION OF FORMATION**

In consideration of the premium charged, it is hereby understood and agreed that the Clause entitled, "DISPUTE RESOLUTION PROCESS" is amended by adding the following at the end thereof:

Either choice of ADR may be commenced in any of the following locations which relate to the Named Entity:

1. the state, commonwealth or district of formation (incorporation) of the Named Entity;
2. the state indicated in Item 1 of the Declarations as the mailing address for the Named Entity; or
3. any of the following locations (regardless of whether they relate to the Named Entity):
 - (a) New York, New York;
 - (b) Boston, Massachusetts;
 - (c) Atlanta, Georgia;
 - (d) Chicago, Illinois; or
 - (e) Denver, Colorado.

The Named Entity shall act on behalf of all Insureds in deciding whether to proceed with ADR under this clause.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

DOMESTIC PARTNER COVERAGE

In consideration of the premium charged, it is hereby understood and agreed as follows:

1. Coverage extended by Clause 3., "EXTENSIONS" to the lawful spouse of an Individual Insured under this policy extends as well to any Domestic Partner of an Individual Insured, whether or not such person would be deemed a "spouse" under the applicable law.
2. "Domestic Partner" means any individual person qualifying as a domestic or civil union partner under: (1) the provisions of any applicable federal, state, or local law; or (2) the provisions of any formal program established by the Named Entity or any Subsidiary.

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are hereby deemed to adopt the broadest provisions of the law which determined or defines such rights of indemnity). The Company hereby agrees to indemnify the individuals to the fullest extent permitted by law including the making in good faith of any required application for court approval.

Also, for coverage afforded by this endorsement, the Insurer shall not be liable for any Loss in connection with any Claim(s) made against an Insured:

- (a) alleging, arising out of, based upon or attributable to, as of the Continuity Date, any pending or prior: (i) litigation; or (2) EEOC (or similar state, local or foreign agency) proceeding or investigation of which an Insured had notice, or alleging or derived from the same or essentially the same facts as alleged in such pending or prior litigation or EEOC (or similar state, local or foreign agency) proceeding or investigation; or
- (b) alleging any Employment Practices Violation occurring prior to each individual's respective Continuity Date if an Insured knew or could have reasonably foreseen that such Employment Practices Violation could lead to a Claim under this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**EMPLOYEES
INDEPENDENT CONTRACTOR
BLANKET (NOT SCHEDULED)**

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

I.

The Clause entitled "DEFINITIONS" is amended by deleting the Definition of "Employee(s)" in its entirety and replacing it with the following:

"Employee(s)" mean any past, present or future employee, whether such employee is in a supervisory, co-worker or subordinate position or otherwise, including any part-time, seasonal and temporary employee in his or her capacity as such. An individual who is leased to the Company or any other individual who is contracted to perform work for the Company, or who is an independent contractor for the Company shall also be an Employee, but only if the Company provides indemnification to such leased or contracted individual in the same manner as is provided to the Company's employees.

II.

The first paragraph of the Clause entitled "RETENTION CLAUSE" is deleted in its entirety and replaced with the following:

The Insurer shall only be liable for the amount of Loss arising from a Claim which is in excess of the Retention amount stated in Item 5 of the Declarations, such Retention amount to be borne by the Company or the Insureds and shall remain uninsured, with regard to all: (1) Indemnifiable Loss; or (2) Loss of the Company. A single Retention amount shall apply to Loss arising from all Claims alleging the same Employment Practices Violation or related Employment Practices Violation.

"Indemnifiable Loss" means: (i) Loss for which the Company has indemnified or is permitted or required to indemnify the Individual Insured(s); and (ii) Loss of an individual who is leased to the Company or any other individual who is contracted to perform work for or who is an independent contractor for the Company.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**EMPLOYEES
INDEPENDENT CONTRACTOR DEFINED**

In consideration of the premium charged, it is hereby understood and agreed as follows:

1. The Clause entitled, "DEFINITIONS" is amended by deleting the Definition of "Employee in its entirety and replacing it with the following:

"Employee(s)" mean any past, present or future employee, whether such employee is in a supervisory, co-worker or subordinate position or otherwise, including any part-time, seasonal and temporary Employee in his or her capacity as such.

The term "Employee" shall also include any of the following individuals if the Company provides indemnification to such individual in the same manner as it provides indemnification to the company's employees described in the prior paragraph:

- (i) any individual leased to the Company; or
 - (ii) any individual contracted to perform work for the Company or who is an independent contractor performing work for the company, but only if such individual is scheduled by written endorsement attached hereto and if the Company pays any additional premium required by the Insurer relating to such individual.
2. "Independent Contractor" means any individual who, in exercise of an independent employment, contracts to do a piece of work with the Company according to his/her own methods and is subject to the Company's control only as to the end product or final result of his/her work and not to the means whereby such work is to be accomplished.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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Also, for coverage afforded by this endorsement, the Insurer shall not be liable for any Loss in connection with any Claim(s) made against an Insured:

- (a) alleging, arising out of, based upon or attributable to, as of the Continuity Date, any pending or prior: (1) litigation; or (2) EEOC (or similar state, local or foreign agency) proceeding or investigation of which an Insured had notice, or alleging or derived from the same or essentially the same facts as alleged in such pending or prior litigation or EEOC (or similar state, local or foreign agency) proceeding or investigation; or
- (b) alleging any Employment Practices Violation occurring prior to each individual's respective Continuity Date if an Insured knew or could have reasonably foreseen that such Employment Practices Violation could lead to a Claim under this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

EMPLOYEES-LEASED EMPLOYEE DEFINED

In consideration of the premium charged, it is hereby understood and agreed that the Clause entitled "DEFINITIONS" is amended by deleting the Definition of "Employee" in its entirety and replacing it with the following:

"Employee(s)" means any past, present or future employee, whether such employee is in a supervisory, co-worker or subordinate position or otherwise, including any part-time, seasonal and temporary employee in his or her capacity as such.

The term "Employee" shall also include any of the following individuals if the Company provides indemnification to such individual in the same manner as it provides indemnification to the Company's employees described in the prior paragraph:

- (i) a Leased Employee; or
- (ii) any individual contracted to perform work for the Company or who is an independent contractor performing work for the Company, but only if such individual is scheduled by written endorsement attached hereto and if the Company pays any additional premium required by the Insurer relating to such individual.

"Leased Employee" means any individual who is dispatched to perform services for the Company as an employee pursuant to an employee leasing agreement between the Company and a leasing organization, and such services are performed under the primary direction or control of the Company.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**EMPLOYEES
LEASED INDIVIDUALS DELETED**

In consideration of the premium charged, it is hereby understood and agreed that the Definition of "Employee(s)" is amended to remove any reference within it to individuals leased to the Company; and that definition shall not mean, and this policy shall not cover, any individual leased to the Company.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**EMPLOYEES
LIABILITY OF INSURED FOR INDEPENDENT CONTRACTOR**

In consideration of the premium charged, it is hereby understood and agreed as follows:

1. Subsection (4) of the Definition of "Individual Insured" is deleted in its entirety and replaced with:

(4) any Natural Person Insured.

2. The Definition of "Employee" is deleted in its entirety and replaced by the following:

"Employee(s)" means any past, present or future employee, whether such employee is in a supervisory, co-worker or subordinate position or otherwise, including any part-time, seasonal and temporary employee in his or her capacity as such. The term "Employee" shall also include any individual leased to the Company; contracted to perform work for the Company; or who is an independent contractor performing work for the Company; but only if the Company provides indemnification to such individual in the same manner as it provides indemnification to the Company's employees described in the prior paragraph.

3. The following definition is added to the policy:

"Natural Person Insured" means any past, present or future employee of the Company (other than any individual leased to the Company; contracted to perform work for the Company; or who is an independent contractor) whether such employee is in a supervisory, co-worker or subordinate position or otherwise, including any part-time, seasonal and temporary Employee of the Company in his or her capacity as such.

The term "Natural Person Insured" shall also include any individual:

- (i) leased to the Company; or
- (ii) contracted to perform work for the Company; or who is an independent contractor performing work for the Company; but only if the Company provides indemnification to such individual in the same manner as it provides indemnification to the Company's employees described in the prior paragraph, if such individual is scheduled as such in an endorsement to this policy, and if the Company pays any additional premium required by the Insurer relating to such individual.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**EMPLOYMENT PRACTICES VIOLATION EXPANDED
LIABILITY OF INSURED FROM UNSCHEDULED INDEPENDENT CONTRACTOR**

In consideration of the premium charged, it is hereby understood and agreed as follows:

1. For the Definition of "Employment Practices Violation" only, the term "Employee" shall also include any individual contracted to perform work for the Company or who is an independent contractor performing work for the Company; but only if the Company provides indemnification to such individual in the same manner as it provides indemnification to the Company's other Employees.
2. For the Definitions of "Individual Insured" and "Insured" and in all other respects in the policy, the definition of "Employee" is used without the limited expansion provided above.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

ENDORSEMENTS DELETED

In consideration of the premium charged, it is hereby understood and agreed that Endorsement Number(s) **XX(, XX, XX and XX)**, is(are) deleted in its(their) entirety.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

EXCESS LIMITS P&P LITIGATION AND KNOWN VIOLATIONS EXCLUSIONS

In consideration of the premium charged, it is hereby understood and agreed that with respect to the Limit of Liability \$ [REDACTED] excess of the first \$ [REDACTED] Limit of Liability stated in the Declarations, the Insurer shall not be liable for any Loss in connection with any Claim(s) made against any Insured(s):

- (a) alleging, arising out of, based upon or attributable to any pending or prior: (1) litigation; or (2) EEOC (or similar state, local or foreign agency) proceeding or investigation of which an Insured had notice, as of [mm/dd/yyyy], or alleging or derived from the same or essentially the same facts as alleged in such pending or prior litigation or EEOC (or similar state, local or foreign agency) proceeding or investigation; or
- (b) alleging any Employment Practices Violation occurring prior to [mm/dd/yyyy], if an Insured knew or could have reasonably foreseen that such Employment Practices Violation could lead to a Claim under this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**EXCESS LIMITS
PENDING & PRIOR LITIGATION EXCLUSION**

In consideration of the premium charged, it is hereby understood and agreed that with respect to the Limit of Liability \$ [REDACTED] excess of the first \$ [REDACTED] Limit of Liability stated in the Declarations, the Insurer shall not be liable for any Loss in connection with any Claim(s) made against any Insured(s) alleging, arising out of, based upon or attributable to any pending or prior: (1) litigation; or (2) EEOC (or similar state, local or foreign agency) proceeding or investigation of which an Insured had notice, as of [mm/dd/yyyy], or alleging or derived from the same or essentially the same facts as alleged in such pending or prior litigation or EEOC (or similar state, local or foreign agency) proceeding or investigation.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**EXCESS
NON-FOLLOW FORM**

In consideration of the premium charged, it is hereby understood and agreed that the insurance coverage provided by this policy shall apply only as excess over the Underlying Policy(ies) (as defined below) and does not follow the terms and conditions of the Underlying Policy(ies). It is further understood and agreed that in no way shall the language of this policy, or the fact that this policy is excess of the Underlying Policy(ies), be construed to indicate that this policy follows the terms and conditions of any of the Underlying Policy(ies).

It is further understood and agreed that Clause 5 LIMIT OF LIABILITY - (FOR ALL LOSS - INCLUDING DEFENSE COSTS) is hereby deleted in its entirety and replaced by the following:

LIMIT OF LIABILITY - (FOR ALL LOSS - INCLUDING DEFENSE COSTS)

The limit of liability stated in Item 4 of the Declarations page is the limit of the Insurer's liability for all Loss arising from all Claims first made against the Insureds during the Policy Period and the Discovery Period (if applicable) and reported to the Insurer pursuant to the terms and conditions of the policy and is in excess of: (1) the "Underlying Limit" and any applicable "Underlying Policy Retentions"; and (2) the Retention amount stated in Item 5; however, the limit of liability for the Discovery Period shall be part of, and not in addition to, the limit of liability for the Policy Period. Further, any Claim which is made subsequent to the Policy Period or Discovery Period (if applicable) which, pursuant to Clause 7(b) or 7(c) is considered made during the Policy Period or Discovery Period shall also be subject to the one aggregate limit of liability stated in Item 4 of the Declarations page.

It is expressly agreed that liability for any covered Loss with respect to Claims first made during the Policy Period and reported to the Insurer pursuant to the terms and conditions of this policy shall attach to the Insurer under this policy only after the Underlying Insurers shall have paid, admitted or been held liable to pay the full amount of the Underlying Limit, and the Company or the Insureds, shall have paid, admitted or been held liable to pay the full amount of the Underlying Policy Retentions, and the Retention amount stated in Item 5 of the Declarations page for this Policy Period. In the event and only in the event of the exhaustion of the Underlying Limit (and payment of the Underlying Policy Retentions) by reason of the Underlying Insurers actually paying or being held liable to pay the full amount of Loss covered thereunder, shall this policy, in the event of such exhaustion, continue in force as primary insurance; provided, however, that in such event this policy shall only pay excess of the Retention amount set forth in Item 5 of the Declarations page and that the Retention shall apply as described in Clause 6 of this policy.

This policy shall only drop down and be primary insurance in the event of the actual exhaustion of the Underlying Limit and payment of the Underlying Policy Retentions as described above and shall not drop down and be primary for any other reason including, but not limited to, uncollectability (in whole or in part) of any of the Underlying Policy(ies) limits, existence of a sub-limit of liability in any of the Underlying Policy(ies), any excess policy containing terms and conditions different from the Excess Policy or any agreement whether among the Underlying Insurers, the Insureds and any claimants, third party or otherwise, to the proceeds of the Underlying Policy(ies) or satisfying exhaustion of the Underlying Limits by payment of an amount less than the full amount of such Underlying Limit. The risk of uncollectability of such Underlying Policy(ies) (in whole or in part) whether because of financial impairment or insolvency of an Underlying Insurer or for any other reason is expressly retained by the Insureds and the Company and is not in any way or under any circumstances insured or assumed by the Insurer. Further, in the event that an Underlying Policy provides certain coverage subject to a limit of liability which is less than the limit of liability set forth on the Declarations of such policy as generally applicable to policy (hereinafter referred to as a "Underlying Sub-Limit of Liability"), this policy shall not drop down upon the exhaustion or reduction of such Underlying Sub-limit of Liability, but the Insurer shall be liable under this policy only to the extent that it would have been liable had the Underlying Policy not had such sub-limit of liability.

Solely for the purposes of this endorsement the following definitions shall apply:

- (i) "Primary Policy" means [Insert Policy Description] and any renewal or replacement thereof.
- (ii) "Underlying Excess Policy(ies)" means:
 - 1. [Insert Policy Descriptions]
 - 2. [Insert Policy Descriptions or "Not Applicable"]
 - 3. [Insert Policy Descriptions or "Not Applicable"]
 - 4. [Insert Policy Descriptions or "Not Applicable"]
 - 5. [Insert Policy Descriptions or "Not Applicable"]
 - 6. [Insert Policy Descriptions or "Not Applicable"]
 - 7. [Insert Policy Descriptions or "Not Applicable"]
- (iii) "Underlying Insurer(s)" means the insurer(s) of the Underlying Policy(ies).
- (iv) "Underlying Limit" means an amount equal to the aggregate of all the limits of the Underlying Policy(ies) combined.

- (v) "Underlying Policy(ies)" means the Primary Policy and Underlying Excess Policy(ies) (if any).
- (vi) "Underlying Policy Retentions" means all of the applicable retentions of the Underlying Policy(ies).

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**EXCESS-NON-FOLLOW FORM
EXCESS FORM 74675 STYLE**

In consideration of the premium charged, it is hereby understood and agreed as follows:

1. The DECLARATIONS are amended to add the following schedule:

SCHEDULE OF PRIMARY AND UNDERLYING EXCESS POLICIES			
Underlying Insurer	Policy Number	Limits	Policy Period
		\$XX,XXX,XXX Primary	XX/XX/XX to XX/XX/XX
		\$XX,XXX,XXX xs \$XX,XXX,XXX	XX/XX/XX to XX/XX/XX

2. The ITEM of the DECLARATIONS entitled "LIMIT OF LIABILITY" is deleted in its entirety and replaced with the following:

LIMIT OF LIABILITY: \$ _____ aggregate for all coverage and all Insureds afforded coverage under this policy combined and excess of the Total Underlying Limits (including Defense Costs).

TOTAL UNDERLYING LIMITS: \$ _____

3. DEFINITIONS

- (a) "Total Underlying Limits" means the amount set forth in the Declarations (as amended by this endorsement) as such, which is the aggregate sum of the limits of liability of all Underlying Policies.
- (b) "Underlying Insurers" means the insurer(s) of each respective Underlying Policy.
- (c) "Underlying Polic(ies)" means any insurance policy set forth in the Schedule Of Primary And Underlying Excess Policies in the Declarations as amended by this Endorsement.

4. The insurance coverage provided by this policy shall apply only as excess over the coverage afforded by each and every Underlying Policy and does not follow the terms and conditions of any Underlying Policy. In no way shall the language of this policy, or the fact that this policy is excess of any Underlying Policy, be construed to indicate that this policy follows the terms and conditions of any of an Underlying Policy.
5. The Clause entitled "LIMIT OF LIABILITY - (FOR ALL LOSS - INCLUDING DEFENSE COSTS)" is deleted in its entirety and replaced by the following:

LIMIT OF LIABILITY - (FOR ALL LOSS - INCLUDING DEFENSE COSTS)

The Limit of Liability stated in the Declarations is the limit of the Insurer's liability for all Loss in excess of the Total Underlying Limit, arising out of all Claims first made against the Insureds during the Policy Period and the Discovery Period (if applicable) and reported in writing to the Insurer pursuant to the terms of this policy. The Limit of Liability for the Discovery Period shall be part of, and not in addition to, the Limit of Liability for the Policy Period. Further, any Claim that is made subsequent to the Policy Period or Discovery Period (if applicable), which, under the terms of this policy, is considered made during the Policy Period or Discovery Period, shall also be subject to the one aggregate Limit of Liability stated in the Declarations.

Liability for any covered Loss shall attach to the Insurer only after the Underlying Insurers and/or the Insureds or the Company shall have paid the full amount of the Total Underlying Limits, and the Company or the Insureds shall have paid the full amount of the applicable retentions under any Underlying Policy and this policy. Only in the event of exhaustion of the Total Underlying Limits by reason of the Underlying Insurers and/or the Insured or the Company paying Loss covered thereunder, this policy shall: (i) in the event of reduction, pay excess of the reduced Total Underlying Limits, and (ii) in the event of exhaustion, continue in force as primary insurance.

This policy shall "drop down" (continue in force as primary insurance) only in the event of exhaustion of the Total Underlying Limits as described above, and shall not drop down for any other reason; including, but not limited to, uncollectability (in whole or in part) of any limit of liability of any Underlying Policy or existence of a sublimit of liability in any Underlying Policy.

6. The Company or the Insureds shall, as a condition precedent to the obligations of the Insurer under this policy, give written notice to the Insurer of the following events as soon as practicable, but in no event later than 30 days after an Insured or the Company becoming aware of the following:
 - (a) the cancellation or nonrenewal of any Underlying Policy;
 - (b) any Underlying Policy ceasing to be in effect or any part of the Total Underlying Limits being uncollectible (in part or in whole); or
 - (c) any Underlying Insurer becoming subject to a receivership, liquidation, dissolution, rehabilitation or any similar proceeding, or being taken over by any regulatory authority.
7. It is a condition of this policy that each Underlying Policy shall be maintained in full effect with solvent insurers during the Policy Period, except for any reduction or exhaustion of each Underlying Policy's respective part of the Total Underlying Limits contained therein by reason of any Loss paid, for which the Underlying Insurer has agreed to pay or for which the Underlying Insurer been held liable to pay under their respective Underlying Policy. Failure to comply with the foregoing shall not invalidate this policy, but in the event of such failure, the Insurer shall be liable only to the extent that it would have been liable had the Insureds and the Company complied with such condition.
8. Unless the Insurer otherwise agrees in writing, this policy shall immediately and automatically terminate if the Company fails to notify the Insurer that any Underlying Policy has ceased to be in full effect. If such notification is made, then this policy shall continue in effect, but the Company, the Insured(s) or an insurer providing replacement coverage (if such replacement coverage is obtained) shall be liable for the amount of the underlying limit of such ceased Underlying Policy, and the Insurer shall be liable only to the extent that it would have been liable had the Underlying Policy not ceased. Unless the Insurer otherwise agrees in writing, this policy shall automatically terminate 30 days following the date any Underlying Insurer becomes subject to a receivership, liquidation, dissolution, rehabilitation or any similar proceeding or is taken over by any regulatory authority, unless the Named Insured obtains replacement coverage for such Underlying Policy within such 30 day period. The risk of uncollectability of (in whole or in part) of any limit of liability of any Underlying Policy, whether because of financial impairment or insolvency of an Underlying Insurer, or for any other reason, is expressly retained by the Insureds and the Company and is not in any way or under any circumstances insured or assumed by the Insurer.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**EXCESS
NON-FOLLOW FORM DIC**

In consideration of the premium charged, it is hereby understood and agreed that the insurance coverage provided by this policy shall apply only as excess over the Underlying Policy(ies) (as defined below) and does not follow the terms and conditions of the Underlying Policy(ies). It is further understood and agreed that in no way shall the language of this policy, or the fact that this policy is excess of the Underlying Policy(ies), be construed to indicate that this policy follows the terms and conditions of any of the Underlying Policy(ies).

It is further understood and agreed that Clause 5 LIMIT OF LIABILITY - (FOR ALL LOSS - INCLUDING DEFENSE COSTS) is hereby deleted in its entirety and replaced by the following:

LIMIT OF LIABILITY - (FOR ALL LOSS - INCLUDING DEFENSE COSTS)

The limit of liability stated in Item 4 of the Declarations page is the limit of the Insurer's liability for all Loss arising from all Claims first made against the Insureds during the Policy Period and the Discovery Period (if applicable) and reported to the Insurer pursuant to the terms and conditions of the policy and is in excess of: (1) the "Underlying Limit" and any applicable "Underlying Policy Retentions"; and (2) the Retention amount stated in Item 5; however, the limit of liability for the Discovery Period shall be part of, and not in addition to, the limit of liability for the Policy Period. Further, any Claim which is made subsequent to the Policy Period or Discovery Period (if applicable) which, pursuant to Clause 7(b) or 7(c) is considered made during the Policy Period or Discovery Period shall also be subject to the one aggregate limit of liability stated in Item 4 of the Declarations page.

It is expressly agreed that liability for any covered Loss with respect to Claims first made during the Policy Period and reported to the Insurer pursuant to the terms and conditions of this policy shall attach to the Insurer under this policy only after the Underlying Insurers shall have paid, admitted or been held liable to pay the full amount of the Underlying Limit, and the Company or the Insureds, shall have paid, admitted or been held liable to pay the full amount of the Underlying Policy Retentions, and the Retention amount stated in Item 5 of the Declarations page for this Policy Period. In the event and only in the event of the exhaustion of the Underlying Limit (and payment of the Underlying Policy Retentions) by reason of the Underlying Insurers actually paying or being held liable to pay the full amount of Loss covered thereunder, shall this policy, in the event of such exhaustion, continue in force as primary insurance; provided, however, that in such event this policy shall only pay excess of the Retention amount set forth in Item 5 of the Declarations page and that the Retention shall apply as described in Clause 6 of this policy.

This policy shall only drop down and be primary insurance in the event of the actual exhaustion of the Underlying Limit and payment of the Underlying Policy Retentions as described above and shall not drop down and be primary for any other reason including, but not limited to, uncollectability (in whole or in part) of any of the Underlying Policy(ies) limits, existence of a sub-limit of liability in any of the Underlying Policy(ies), any excess policy containing terms and conditions different from the Excess Policy or any agreement whether among the Underlying Insurers, the Insureds and any claimants, third party or otherwise, to the proceeds of the Underlying Policy(ies) or satisfying exhaustion of the Underlying Limits by payment of an amount less than the full amount of such Underlying Limit. The risk of uncollectability of such Underlying Policy(ies) (in whole or in part) whether because of financial impairment or insolvency of an Underlying Insurer or for any other reason is expressly retained by the Insureds and the Company and is not in any way or under any circumstances insured or assumed by the Insurer. Further, in the event that an Underlying Policy provides certain coverage subject to a limit of liability which is less than the limit of liability set forth on the Declarations of such policy as generally applicable to policy (hereinafter referred to as a "Underlying Sub-Limit of Liability"), this policy shall not drop down upon the exhaustion or reduction of such Underlying Sub-limit of Liability, but the Insurer shall be liable under this policy only to the extent that it would have been liable had the Underlying Policy not had such sub-limit of liability.

Notwithstanding the foregoing, it is hereby understood and agreed that this policy shall drop down and be primary insurance for any covered Loss or portion of covered Loss arising out of a Claim which is not covered under any Underlying Policy(ies) according to the terms and conditions of such Underlying Policy(ies) (other than for the application of any retention or coinsurance amount, application of any sub-limit of liability, or non-stacking of limits provision, failure to submit a claim or the bankruptcy or financial insolvency of any Underlying Policy(ies)) provided that such Loss or portion of Loss is covered by this policy, pursuant to all the terms, conditions and exclusions of this policy.

Solely for the purposes of this endorsement the following definitions shall apply:

- (i) "Primary Policy" means [Insert Policy Description] and any renewal or replacement thereof.
- (ii) "Underlying Excess Policy(ies)" means:
 - 1. [Insert Policy Descriptions]
 - 2. [Insert Policy Descriptions or "Not Applicable"]
 - 3. [Insert Policy Descriptions or "Not Applicable"]
 - 4. [Insert Policy Descriptions or "Not Applicable"]
 - 5. [Insert Policy Descriptions or "Not Applicable"]
 - 6. [Insert Policy Descriptions or "Not Applicable"]
 - 7. [Insert Policy Descriptions or "Not Applicable"]

- (iii) "Underlying Insurer(s)" means the insurer(s) of the Underlying Policy(ies).
- (iv) "Underlying Limit" means an amount equal to the aggregate of all the limits of the Underlying Policy(ies) combined.
- (v) "Underlying Policy(ies)" means the Primary Policy and Underlying Excess Policy(ies) (if any).
- (vi) "Underlying Policy Retentions" means all of the applicable retentions of the Underlying Policy(ies).

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**EXCESS-NON-FOLLOW FORM
DIFFERENCE-IN-CONDITIONS COVERAGE
EXCESS FORM 74675 STYLE**

In consideration of the premium charged, it is hereby understood and agreed as follows:

- 1. The DECLARATIONS are amended to add the following schedule:

SCHEDULE OF PRIMARY AND UNDERLYING EXCESS POLICIES			
Underlying Insurer	Policy Number	Limits	Policy Period
		\$XX,XXX,XXX Primary	XX/XX/XX to XX/XX/XX
		\$XX,XXX,XXX xs \$XX,XXX,XXX	XX/XX/XX to XX/XX/XX

- 2. The ITEM of the DECLARATIONS entitled "LIMIT OF LIABILITY" is deleted in its entirety and replaced with the following:

LIMIT OF LIABILITY: \$ _____ aggregate for all coverage and all Insureds afforded coverage under this policy combined and excess of the Total Underlying Limits (including Defense Costs).

TOTAL UNDERLYING LIMITS: \$ _____

3. DEFINITIONS

- (a) "Total Underlying Limits" means the amount set forth in the Declarations (as amended by this endorsement) as such, which is the aggregate sum of the limits of liability of all Underlying Policies.
- (b) "Underlying Insurers" means the insurer(s) of each respective Underlying Policy.
- (c) "Underlying Polic(ies)" means any insurance policy set forth in the Schedule Of Primary And Underlying Excess Policies in the Declarations as amended by this Endorsement.

4. The insurance coverage provided by this policy shall apply only as excess over the coverage afforded by each and every Underlying Policy and does not follow the terms and conditions of any Underlying Policy. In no way shall the language of this policy, or the fact that this policy is excess of any Underlying Policy, be construed to indicate that this policy follows the terms and conditions of any of an Underlying Policy.
5. The Clause entitled "LIMIT OF LIABILITY - (FOR ALL LOSS - INCLUDING DEFENSE COSTS)" is deleted in its entirety and replaced by the following:

LIMIT OF LIABILITY - (FOR ALL LOSS - INCLUDING DEFENSE COSTS)

The Limit of Liability stated in the Declarations is the limit of the Insurer's liability for all Loss in excess of the Total Underlying Limit, arising out of all Claims first made against the Insureds during the Policy Period and the Discovery Period (if applicable) and reported in writing to the Insurer pursuant to the terms of this policy. The Limit of Liability for the Discovery Period shall be part of, and not in addition to, the Limit of Liability for the Policy Period. Further, any Claim that is made subsequent to the Policy Period or Discovery Period (if applicable), which, under the terms of this policy, is considered made during the Policy Period or Discovery Period, shall also be subject to the one aggregate Limit of Liability stated in the Declarations.

Liability for any covered Loss shall attach to the Insurer only after the Underlying Insurers and/or the Insureds or the Company shall have paid the full amount of the Total Underlying Limits, and the Company or the Insureds shall have paid the full amount of the applicable retentions under any Underlying Policy and this policy. Only in the event of exhaustion of the Total Underlying Limits by reason of the Underlying Insurers and/or the Insured or the Company paying Loss covered thereunder, this policy shall: (i) in the event of reduction, pay excess of the reduced Total Underlying Limits, and (ii) in the event of exhaustion, continue in force as primary insurance.

This policy shall "drop down" (continue in force as primary insurance) only in the event of exhaustion of the Total Underlying Limits as described above, and shall not drop down for any other reason; including, but not limited to, uncollectability (in whole or in part) of any limit of liability of any Underlying Policy or existence of a sublimit of liability in any Underlying Policy.

6. Notwithstanding the foregoing, this policy shall drop down and be primary insurance for any covered Loss or portion of covered Loss arising out of a Claim which is not covered under any Underlying Policy according to the terms and conditions of the Underlying Policy (other than for the application of any

retention or coinsurance amount, application of any sub-limit of liability, non-stacking of limits provision, failure to submit a claim; or the bankruptcy or financial insolvency of any insurance carrier participating in an Underlying Policy); provided, however, that such Loss or portion of Loss is covered by this policy, pursuant to all the terms, conditions, exclusions and other limitations of this policy.

7. The Company or the Insureds shall, as a condition precedent to the obligations of the Insurer under this policy, give written notice to the Insurer of the following events as soon as practicable, but in no event later than 30 days after an Insured or the Company becoming aware of the following:
 - (a) the cancellation or nonrenewal of any Underlying Policy;
 - (b) any Underlying Policy ceasing to be in effect or any part of the Total Underlying Limits being uncollectible (in part or in whole); or
 - (c) any Underlying Insurer becoming subject to a receivership, liquidation, dissolution, rehabilitation or any similar proceeding, or being taken over by any regulatory authority.
8. It is a condition of this policy that each Underlying Policy shall be maintained in full effect with solvent insurers during the Policy Period, except for any reduction or exhaustion of each Underlying Policy's respective part of the Total Underlying Limits contained therein by reason of any Loss paid, for which the Underlying Insurer has agreed to pay or for which the Underlying Insurer been held liable to pay under their respective Underlying Policy. Failure to comply with the foregoing shall not invalidate this policy, but in the event of such failure, the Insurer shall be liable only to the extent that it would have been liable had the Insureds and the Company complied with such condition.
9. Unless the Insurer otherwise agrees in writing, this policy shall immediately and automatically terminate if the Company fails to notify the Insurer that any Underlying Policy has ceased to be in full effect. If such notification is made, then this policy shall continue in effect, but the Company, the Insured(s) or an insurer providing replacement coverage (if such replacement coverage is obtained) shall be liable for the amount of the underlying limit of such ceased Underlying Policy, and the Insurer shall be liable only to the extent that it would have been liable had the Underlying Policy not ceased. Unless the Insurer otherwise agrees in writing, this policy shall automatically terminate 30 days following the date any Underlying Insurer becomes subject to a receivership, liquidation, dissolution, rehabilitation or any similar proceeding or is taken over by any regulatory authority, unless the Named Insured obtains replacement

coverage for such Underlying Policy within such 30 day period. The risk of uncollectability of (in whole or in part) of any limit of liability of any Underlying Policy, whether because of financial impairment or insolvency of an Underlying Insurer, or for any other reason, is expressly retained by the Insureds and the Company and is not in any way or under any circumstances insured or assumed by the Insurer.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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forms a part of

Policy number

Issued to:

By:

EXCLUSION (A)-WRONGFUL PROFIT OR ADVANTAGE-DELETED

In consideration of the premium charged, it is hereby understood and agreed that the Clause entitled "EXCLUSIONS" is amended by deleting, in its entirety, Exclusion (a), which relates to the gaining in fact of any profit or advantage to which an Insured was not legally entitled.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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**EXCLUSIONS (I)
EXCEPTION-DEFENSE COSTS**

In consideration of the premium charged, it is hereby understood and agreed that Exclusion (I), which relates to contractual liability, shall not apply to Loss constituting Defense Costs.

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**EXCLUSIONS (I)
EXCEPTION-MENTAL ANGUISH-EMOTIONAL DISTRESS**

In consideration of the premium charged, it is hereby understood and agreed that Exclusion (I), which relates to contractual liability, shall not apply to Loss arising out of mental anguish or emotional distress.

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**EXCLUSION (j) AMENDED
FAIR LABOR STANDARDS ACT**

In consideration of the premium charged, it is hereby understood and agreed that notwithstanding any other provision of this policy (including any endorsement attached hereto whether such endorsement precedes or follows this endorsement in time or sequence), Clause 4. EXCLUSIONS, is hereby amended by deleting Exclusion (j) in its entirety and replacing it with the following:

- (j) 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; provided, however, this exclusion shall not apply to a Claim for Retaliation; provided, further, however, there is no coverage provided under this policy for any Claim related to, arising out of, based upon, or attributable to the refusal, failure or inability of any Insured(s) to pay wages or overtime pay for services rendered (hereinafter, "Earned Wages") (as opposed to tort-based back pay or front pay damages) or for improper payroll deductions taken by any Insured(s) from any Employee(s) or purported employee(s), including, but not limited to, (i) any unfair business practice claim alleged because of the failure to pay Earned Wages, or (ii) any Claim seeking Earned Wages because any Employee(s) or purported employee(s) was improperly classified or mislabeled as "exempt;"

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**EXCLUSIONS (J) & (K)
EXCEPTION-FOR RETALIATION**

In consideration of the premium charged, it is hereby understood and agreed as follows:

1. Exclusions (j) & (k), which relate to certain duties imposed on employers by law, shall not apply to Retaliation.
2. "Retaliation" includes wrongful acts of any Insured against an Employee in response to that Employee's attempt to exercise his or her rights under any law, including any of the following:
 - (a) Employee Retirement Income Security Act of 1974 (ERISA), specifically including Claims against an Insured brought under section 510 of ERISA,
 - (b) Fair Labor Standards Act,
 - (c) National Labor Relations Act (NLRA),
 - (d) Worker Adjustment and Retraining Notification Act (WARN),
 - (e) Consolidated Omnibus Budget Reconciliation Act (COBRA),
 - (f) Occupational Safety and Health Act (OSHA),
 - (g) worker's compensation,
 - (h) disability benefits,
 - (i) unemployment compensation,
 - (j) unemployment insurance,
 - (k) retirement benefits or social security benefits, or
 - (l) any rules or regulations promulgated under the foregoing.

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**EXCLUSION (K)-PROGRAMS & REGULATED BENEFITS
"FOR" WORDING**

In consideration of the premium, charged it is hereby understood and agreed that the Clause entitled "EXCLUSIONS" is amended by deleting, in its entirety, Exclusion (k), which relates to worker's compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security benefits or similar laws, and replaced by the following:

- (k) for any obligation pursuant to any worker's compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security benefits or similar law; provided, however, this exclusion shall not apply to a Claim for Retaliation;

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EXCLUSION-FOREIGN HUMAN RIGHTS VIOLATIONS

In consideration of the premium charged, it is hereby understood and agreed that, notwithstanding any other provision of this policy (including any of its endorsements whether such endorsement precedes or follows this endorsement in time or sequence), the Insurer shall not be liable to make any payment for Loss in connection with any Claim, made or pursued:

- (i) against any Insured alleging, arising out of, based upon or attributable to any actual or alleged acts that directly or indirectly violate human rights (including, but not limited to, torture, rape, forced labor or child labor) and that:
 - (a) actually or allegedly, in whole or in part, occurred outside the United States of America in violation of the law of nations or a treaty of the United States; and
 - (b) if committed within the United States of America, would have constituted a crime; or
- (ii) within jurisdiction granted by the Alien Tort Claim Act or the Torture Victim Protection Act of 1991, 28 U.S.C. §1350.

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By:

FAILURE TO EFFECT AND/OR MAINTAIN INSURANCE EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable for any Loss in connection with any Claim(s) made against an Insured alleging, arising out of, based upon, attributable to or in any way directly or indirectly relating to any failure or omission on the part of the Insureds or the Company to effect or maintain adequate insurance.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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By:

FRONT AND BACK PAY COVERAGE EXCLUDED

In consideration of the premium charged, it is hereby understood and agreed that the Definition of "Loss" shall not include, and this policy shall not cover, front pay or back pay.

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Issued to:

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GLOBAL LIBERALIZATION

Where legally permissible, this policy shall apply to any Claim made against any Insured anywhere in the world.

With regard to Claims brought and maintained solely in a Foreign Jurisdiction against an Insured Company formed and operating in such Foreign Jurisdiction or a Individual Insured thereof for any Employment Practices Violations actually or allegedly committed in such Foreign Jurisdiction, the Insurer shall apply to such Claims those terms and conditions (and related provisions) of the Foreign Policy that are more favorable to such Insured than the terms and conditions of this policy. However, this paragraph shall apply only to Clauses 1-4, 9-11, 13, 15, 16, 17, 18 and 19 of this policy and the comparable provisions of the Foreign Policy. In addition, this paragraph shall not apply to the non-renewal or claims made and reported provisions of any policy.

All premiums, limits, retentions, Loss and other amounts under this Policy are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is denominated or other elements of Loss are stated or incurred in a currency other than United States of America dollars, payment of covered Loss due under this policy (subject to the terms, conditions and limitations of this policy) will be made either in such other currency (at the option of the Insurer and if agreeable to the Named Entity) or, in United States of America dollars, at the rate of exchange published in The Wall Street Journal on the date the Insurer's obligation to pay such Loss is established (or if not published on such date the next publication date of The Wall Street Journal).

"Foreign Jurisdiction" means any jurisdiction, other than the United States of America or any of its territories or possessions.

"Foreign Policy" means the Insurer's or any other member company of American International Group, Inc. (AIG)'s standard, stand-alone, claims made and reported, employment practices liability policy (including all mandatory endorsements, if any) approved for sale by AIG within the subject Foreign Jurisdiction to natural persons or entities with the same or similar characteristics to those of the Named Entity that provides coverage substantially similar to the coverage afforded under this policy. If more than one such policy exists, then "Foreign Policy" means the most recent of such policies. The term "Foreign Policy" shall include all mandatory endorsements, but shall not include any managerial, directors and officers, pension trust or professional liability insurance policy.

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By:

GUARANTEED RENEWAL

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

- I. Upon expiration of the policy period, the Insurer shall renew this policy unless:
 - 1) during the Policy Period: (a) the Named Entity shall consolidate with or merge into, or sell all or substantially all of its assets to, any person or entity or group of persons and/or entities acting in concert; or (b) any person or entity or group or person and/or entities acting in concert shall acquire an amount of the outstanding securities representing more than 50% of the voting power for the election of Directors of the Named Entity, or acquires the voting rights of such an amount of such securities; or (c) the Named Entity has been adjudicated bankrupt or insolvent or made an assignment for the benefit of creditors, or a bankruptcy petition has been filed to have the Named Entity adjudicated bankrupt and the matter is still pending at the expiration of the Policy Period;
 - 2) the Insurer has not been provided on a timely basis with a properly completed renewal application and other information for renewal underwriting;
 - 3) this policy has been canceled by the Named Entity or the Insurer as permitted or required by law and the cancellation clause of this policy; or
 - 4) there has occurred a change in the law (including, but not limited to applicable insurance regulations) or insurance regulatory action which prevents the Insurer from issuing a renewal policy at the same terms and conditions as this policy.
- II. A renewal of this policy pursuant to Section I shall be at the same terms and conditions as this policy (except the inception and expiration dates of the Policy Period will reflect the renewal term, the renewal policy will not have a Guaranteed Renewal feature (like this one or otherwise). The premium for such renewal shall be in accordance with Section III below.
- III. The premium for a renewal of this policy pursuant to Section I shall not exceed the Renewal Premium Cap unless, during the Policy Period, a notice of Claim or notice of circumstances which may reasonably be expected to give rise to a Claim has been given to the Insurer, in which case the Renewal Premium Cap shall not apply. In this case, however, the Insurer may, in its sole and absolute discretion, agree in writing to apply the Renewal Premium Cap notwithstanding the reported Claim or notice of circumstances. If there has occurred a change in the law (including insurance regulations) or insurance regulatory action which prevents the Insurer from issuing a renewal policy at any premium permitted by this Section III of this endorsement, then all rights and obligation of all parties under this endorsement

shall terminate. For this endorsement, "Renewal Premium Cap" means XXX% of the Full Annual Premium for this policy.

- IV. Nothing in this endorsement shall be construed to affect any rights the Insurer has to require an additional premium and/or amendment of the provisions of this policy during the Policy Period because of the addition of a new Subsidiary or in accordance with the provisions of the policy.
- V. In the event the Insurer shall renew this policy in accordance with the terms above, then the Named Entity shall be required to accept such renewal.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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Policy number

Issued to:

By:

HOLD HARMLESS

In consideration of the premium charged, it is hereby understood and agreed that, with regard to all coverage under this policy, the Company will be conclusively deemed to have indemnified the Insureds to the fullest extent that the Company is permitted or required to grant such indemnification pursuant to law, common or statutory, merger agreement or contract or the Charter or By-laws of the Company (which are hereby deemed to adopt the broadest provisions of the law which determines or defines such rights of indemnity). The Company hereby agrees to indemnify such Insureds to the fullest extent permitted by law including the making in good faith of any required application for court approval, the passing of any required Board of Director's resolution and the execution of any contract.

Further, in the event that such indemnification as heretofore described is permitted by law, but is not in fact made by the Company for any reason, and further, in the event the Insurer, in its sole and absolute discretion, pays on the behalf of the Insureds covered Loss which would otherwise fall within the retention amount, then the Company hereby agrees to reimburse and hold the Insurer harmless for all such amounts paid by the Insurer as soon as practicable after receiving notice of such payment by the Insurer. Nothing in the foregoing shall be construed to place any obligation on the Insurer to make any such payments which shall in all events remain subject to the Insurer's sole and absolute discretion.

Notwithstanding the foregoing the maximum amount the Insurer shall advance or pay on behalf of the Insureds under this endorsement shall be 50% of the applicable retention amount stated in Item 5 of the Declarations.

It is further understood and agreed that the Clause entitled "Subrogation" is amended to permit the Insurer to subrogate against the Company in any action against the Company for nonpayment of indemnity due by the Company to the Insured(s). The obligations of the Insurer under this endorsement shall only apply if the Insured(s) agree to comply with the Clause entitled "Subrogation" (and this amendment thereto) in any action against the Company for nonpayment of indemnity due by the Company to the Insured(s).

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This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**INSURED DEFINITION AMENDATORY ENDORSEMENT
(New York Exclusionary)**

In consideration of the premium charged, it is hereby understood and agreed that in Clause IV. DEFINITIONS of Endorsement #XX, "**AIG PERSONAL IDENTITY COVERAGE**," paragraph F., "Insured," is deleted in its entirety and replaced with the following:

- F. "Insured" means the Employee of the Company on record with the Insurer at the time of a Stolen Identity Event; provided, however, that notwithstanding anything in this policy to the contrary, Insured shall not mean, and this policy shall not provide coverage for, any Employee of the Company that resides in the State of New York at the time of a Stolen Identity Event.

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By:

**INSURABILITY OF LOSS
MOST FAVORABLE LAW**

In consideration of the premium charged, it is hereby understood and agreed that Clause 2. DEFINITIONS, the Definition of "Loss" is amended by deleting Item 8 in its entirety and replacing with the following:

(8) matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed. Whether or not matters are "deemed uninsurable under the law" shall be determined under the applicable law which most favors the Named Entity.

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KNOWN EMPLOYMENT PRACTICES VIOLATION EXCLUSION

In consideration of the premium charged it is hereby understood and agreed that the Insurer shall not be liable to make any payment for Loss in connection with any Claim(s) made against any Insured(s) alleging any Employment Practices Violation(s) occurring prior to [REDACTED] if any Insured knew or could have reasonably foreseen as of [REDACTED] that such Employment Practices Violation(s) could lead to a Claim(s) under this policy. Loss(es) arising out of the same or related Employment Practices Violation(s) shall be deemed to arise from the first such same or related Employment Practices Violation.

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Issued to:

By:

LIABILITY ASSUMED BY CONTRACT EXCLUSION 4(L) AMENDED

In consideration of the premium charged, it is hereby understood and agreed that the Clause entitled "EXCLUSIONS" is amended by deleting Exclusion (l) in its entirety and replacing it with the following:

- (l) alleging, arising out of, based upon or attributable to any actual or alleged contractual liability of the Company or any other Insured under any express (written or oral) employment contract or agreement (including, but not limited to, any severance agreement, golden parachute agreement, or any compensation agreement payable upon the termination of any Insured); provided, however, that this exclusion shall not apply to the extent such liability does not arise under such express contract or agreement; and

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**LIABILITY ASSUMED BY CONTRACT EXCLUSION
LIABILITY OF OTHERS**

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for Loss in connection with any Claim(s) made against any Insured(s) alleging, arising out of, based upon, or attributable to any liability of others assumed by any Insured(s) or the Company under any oral, written or implied contract or agreement, either oral or written; provided, however, this exclusion shall not apply to any liability to the extent such liability does not arise under such contract or agreement.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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Policy number

Issued to:

By:

LIBERALIZATION FEATURE

In consideration of the premium charged, it is hereby understood and agreed that the in the event that the Insurer shall announce either:

- (1) a new Employment Practices Insurance policy form; or
- (2) an enhanced coverage endorsement for this policy form,

that becomes available to all Insureds at no additional premium, then the Named Entity shall have the right to such new policy or such enhanced coverage endorsement subject to any requirements for underwriting, information or particulars that the Insurer may require for such new policy form or enhanced coverage endorsement.

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Issued to:

By:

**LIBERALIZATION
PROGRAM ENHANCEMENTS**

In consideration of the premium charged, it is hereby understood and agreed that in the event that the Insurer shall, during the Policy Period, announce and roll out either:

- (1) a new Employment Practices Liability insurance policy form to replace this Form 67548 (4/97); or
- (2) an enhancement of coverage under such policy form by an endorsement dedicated to providing that enhancement that is available on an admitted basis for no additional premium to all qualified applicants for insurance residing in the same jurisdiction as the Named Entity;

then, the Named Entity shall have the right, upon request, to have this Form 67548 (4/97) form upgraded to the new one or to have the new coverage enhancement endorsement attached to this policy; provided that the Named Insured qualifies for the new form or enhancement endorsement as determined by Applicable Underwriting.

“Applicable Underwriting” means the underwriting process of the Insurer applicable to the new policy form or enhancement endorsement. Such process may require the submission of an application or such other information or particulars as the Insurer shall request. The Insurer, in its sole and absolute discretion, shall determine whether the Named Insured qualifies for the requested new policy form or enhancement endorsement. The rights granted by this endorsement do not survive earlier of: (i) the renewal or replacement of this policy; or (ii) the new policy form or enhancement endorsement no longer being available on an admitted basis to all qualified applicants or for no additional premium, in the same jurisdiction as the Named Entity.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

Management Risk ProtectorSM

In consideration of the premium charged, it is hereby understood and agreed as follows:

POLICIES PURCHASED		
Executive and Organization Liability Policy ("D&O Policy")	<input type="checkbox"/> Yes, Policy #	<input type="checkbox"/> No
Employment Practices Liability Insurance Policy ("EPL Policy")	<input type="checkbox"/> Yes, Policy #	<input type="checkbox"/> No
Employee Benefit Plan Fiduciary Liability Insurance ("PTL Policy")	<input type="checkbox"/> Yes, Policy #	<input type="checkbox"/> No
Independent Director Liability Maximum A-Side Excess ("IDL MAX SM Policy")	<input type="checkbox"/> Yes, Policy #	<input type="checkbox"/> No
All purchased policies as indicated by the check marks above shall be referred to herein as "Purchased Policies."		

SHARED OR SEPARATE LIMITS OF LIABILITY	Separate	Shared
D&O Policy	<input type="checkbox"/>	<input type="checkbox"/>
EPL Policy	<input type="checkbox"/>	<input type="checkbox"/>
PTL Policy	<input type="checkbox"/>	<input type="checkbox"/>
IDL MAX SM Policy	<input type="checkbox"/>	<input type="checkbox"/>
All policies with shared limits as indicated by the check marks above shall be referred to herein as "Shared Limits Policies."		

The Declarations of the Purchased Policies shall be amended to reflect the following:

AGGREGATE LIMITS OF LIABILITY	
SEPARATE LIMITS OF LIABILITY:	
D&O Policy For all Loss, in the aggregate, under the D&O Policy, including Defense Costs:	\$ Type in: Separate Limit amount, "Shared Limit" or "Not Purchased"
EPL Policy For all Loss, in the aggregate, under the EPL Policy, including Defense Costs:	\$ Type in: Separate Limit amount, "Shared Limit" or "Not Purchased"
PTL Policy For all Loss, in the aggregate, under the PTL Policy, including Defense Costs (other than Defense Costs (if any) set forth in Item 3(b) of the Declarations of the PTL Policy):	\$ Type in: Separate Limit amount, "Shared Limit" or "Not Purchased"
IDL MAX SM Policy For all Loss, in the aggregate, under the IDL MAX SM Policy, including Defense Costs:	\$ Type in: Separate Limit amount, "Shared Limit" or "Not Purchased"
SHARED LIMITS OF LIABILITY:	

<p>For all Loss, in the aggregate, under all Shared Limits Policies, including, in the event the PTL Policy is included among the Shared Limits Policies, the Sublimit of Liability for Voluntary Compliance Loss under the PTL Policy (other than Defense Costs (if any) set forth in Item 3(b) of the Declarations of the PTL Policy):</p>	<p>\$ Type in dollar amount, or type "Not Applicable" if Insured has chosen not to have any policies share limits</p>
--	---

PREMIUM AMOUNTS	
D&O Policy	\$
EPL Policy	\$
PTL Policy	\$
IDL MAX SM Policy	\$
TOTAL PREMIUM CHARGED FOR ALL PURCHASED POLICIES:	\$

The coverages provided by each of the **Purchased Policies** shall be provided subject to all terms, conditions, limitations and exclusions of each such policy and all endorsements attached thereto, including this endorsement. This endorsement shall be attached to each of the **Purchased Policies**.

The provisions set forth below specify which of the above policies they relate to. In the event any provisions set forth below relate to a policy that has not been purchased by the **Insureds** (as indicated above), then such provisions shall be unenforceable and have no application. Only the provisions set forth below that relate to the **Purchased Policies** shall apply and be enforceable.

II.

Shared Limits Provision

Solely with respect to all **Shared Limits Policies**:

The combined **Limit of Liability** of the insurers for all **Claims** under all **Shared Limits Policies** (or any renewal or replacement of such policy(ies) or which succeeds such policy(ies) in time) shall be \$[Highest Limit of Liability Among All Shared Limits Policies]. Accordingly, the **Limit of Liability** for **Loss** under all **Shared Limits Policies** shall be reduced by **Loss** incurred under any one of such **Shared Limits Policies** because the **Limits of Liability** under all **Shared Limits Policies** are part of and not in addition to each other.

Nothing in this endorsement shall be construed to increase the **Limits of Liability** set forth in the Declarations of the **Shared Limits Policies** which, subject to the terms and conditions of the above paragraph, shall remain the maximum liability of the insurers of those policies for all **Claims** under the **Shared Limits Policies**.

III.

D&O Policy Amendments

Solely with respect to the **D&O Policy**, the following amendments shall be made to that policy:

A. Securities Claim Coverage for Administrative/Regulatory Proceedings Against the Organization

The definition of "**Securities Claim**" shall be deleted in its entirety and replaced with the following:

(y) "**Securities Claim**" means a **Claim** other than an investigation of an **Organization**, made against any **Insured**:

(1) alleging a violation of any federal, state, local or foreign regulation, rule or statute regulating securities (including but not limited to the purchase or sale or offer or solicitation of an offer to purchase or sell securities) which is:

(a) brought by any person or entity alleging, arising out of, based upon or attributable to the purchase or sale or offer or solicitation of an offer to purchase or sell any securities of an **Organization**; or

(b) brought by a security holder of an **Organization** with respect to such security holder's interest in securities of such **Organization**; or

(2) brought derivatively on the behalf of an **Organization** by a security holder of such **Organization**.

B. Punitive Damages Coverage

The definition of "**Loss**" is amended by deleting the second paragraph thereof in its entirety and replacing it with the following:

Notwithstanding the foregoing paragraph, **Loss** shall specifically include (subject to this policy's other terms, conditions and limitations, including but not limited to exclusions relating to profit or advantage, deliberate fraud or deliberate criminal acts): (1) civil penalties assessed against any **Insured Person** pursuant to Section 2(g)(2)(B) of the Foreign Corrupt Practices Act, 15 U.S.C. § 78dd-2(g)(2)(B); and (2) with respect to **Claims** other than **Employment Practices Claims**, punitive, exemplary and multiplied damages imposed upon an **Insured**. Enforceability of this paragraph shall be governed by such applicable law that most favors coverage for such penalties and punitive, exemplary and multiplied damages.

C. Employment Practices Coverage Deleted

Notwithstanding anything in the policy or any endorsements thereto (whether such endorsement(s) precedes or follows this endorsement), and solely in the event that an **EPL Policy** has been issued as indicated in Section I. above: (i) the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Employment Practices Claim(s)** made against any **Insured**; and (ii) all sections of the policy and all endorsements attached thereto (whether such endorsement(s) precedes or follows this endorsement in time or sequence) which relate to coverage for **Employment Practices Claims** are deleted in their entirety.

D. Exclusions Amended

Exclusions (a), (b) and (c) are deleted in their entirety and replaced with the following:

- (a) arising out of, based upon or attributable to the gaining of any profit or advantage to which a judgment or final adjudication or an alternative dispute resolution proceeding adverse to the **Insured** establishes the **Insured** was not legally entitled;
- (b) arising out, based upon or attributable to payments to the **Insured** of any remuneration without the previous approval of the stockholders or members of an **Organization** to which a judgment or final adjudication or an alternative dispute resolution proceeding adverse to the **Insured** establishes that such payments without such previous approval were illegal;
- (c) arising out of, based upon or attributable to the committing of any deliberate criminal or deliberate fraudulent act by the **Insured** if a judgment or final adjudication or an alternative dispute resolution proceeding adverse to the **Insured(s)** establishes that such deliberate criminal or deliberate fraudulent act was committed;

E. Severability of the Application

The following Clause shall be added to the end of the **D&O Policy**:

SEVERABILITY OF THE APPLICATION

In granting coverage under this policy, it is agreed that the **Insurer** has relied upon the statements, warranties and representations contained in the **Application** as being accurate and complete. All such statements, warranties and representations are the basis for this policy and are material to the risk assumed by the **Insurer**, and are to be considered as incorporated into this policy.

The **Insureds** agree that in the event that the particulars and statements contained in the **Application** are not accurate and complete, then this Policy shall be void as to any **Insured** who knew as of the inception date of the **Policy Period** of the facts that were not accurately and completely disclosed in the **Application** (whether or not such **Insured** knew that such facts were not accurately and completely disclosed in the **Application**). Solely for purposes of determining whether the Policy shall be void as to an **Insured**, such aforesaid knowledge possessed by any **Insured** shall not be imputed to any other **Insured**.

IV.

EPL Policy Amendments

Solely with respect to the **EPL Policy**, Exclusions (a) and (b) are deleted in their entirety and replaced with the following:

- (a) arising out of, based upon or attributable to the gaining of any profit or advantage to which a judgment or final adjudication or an alternative dispute resolution proceeding adverse to the **Insured(s)** establishes the **Insured** was not legally entitled to such profit or advantage;
- (b) arising out of, based upon or attributable to the committing of any criminal or deliberate fraudulent act if a judgment or final adjudication or an alternative dispute resolution proceeding adverse to the **Insured(s)** establishes such criminal or deliberate fraudulent act was committed;

V.

PTL Policy Amendments

Solely with respect to the **PTL Policy**, Exclusions (a) and (b) are deleted in their entirety and replaced with the following:

- (a) arising out of, based upon or attributable to the gaining of any profit or advantage if a judgment or final adjudication or an alternative dispute resolution proceeding adverse to the **Insured(s)** establishes the **Insured(s)** was not legally entitled to such profit or advantage;
- (b) arising out of, based upon or attributable to the committing of any criminal or deliberate fraudulent act, or knowing or willful violation of any statute, rule or law, including, but not limited to **Employee Benefit Law** if a judgment or final adjudication or an alternative dispute resolution proceeding adverse to the **Insured(s)** establishes such criminal or deliberate fraudulent act, or knowing or willful violation of any statute, rule or law, including but not limited to **Employee Benefit Law**;

VI.

D&O Policy, EPL Policy and PTL Policy Amendments

A. Going-Private Transactions

Solely with respect to the **D&O Policy**, **EPL Policy**, and **PTL Policy**, Clauses 10 and 12 of such policies (and any endorsement amending Clauses 10 and 12 thereof) are hereby amended to the extent necessary for the policies to provide the following:

Private Form Quote in the Event of a "Going-Private" Transaction

The term "Transaction," for purposes of the "Change-in-Control" provisions of Clause 12 of the policies, shall include a "**Going-Private Transaction**."

Solely with respect to a **Going-Private Transaction**, and solely in the event that the **Named Entity/Named Sponsor**, or the entity(ies) or person(s) to acquire **Management Control** in such **Going-Private Transaction**, gives the **Insurer** written notice of such **Going-Private Transaction** together with full particulars and required underwriting information within 30 days prior to the effective time of such **Going-Private Transaction**, the **Insurer** shall offer a quote to the **Named Entity/Named Sponsor**, or to such entity(ies) or person(s), for a Directors, Officers and Private Organization Liability Insurance Policy to be issued to the entity that is formed/emerges as a result of the **Going-Private Transaction**. The **Insurer** shall have sole and absolute discretion regarding such quote, as well as the premium charged for and terms, conditions, limitations and exclusions of such policy. Such policy shall be bound only in the event of acceptance of such terms, conditions, limitations and exclusions and premium required by the **Insurer**. The coverage afforded under such Directors, Officers and Private Organization Liability Insurance

Policy is also subject to the payment when due of the premium charged for the policy.

For purposes of this endorsement, "**Going-Private Transaction**" shall mean a **Transaction**, as defined in the policy, that results in the **Organization** having no equity securities that are publicly traded on any exchange or otherwise.

Solely with respect to the **EPL Policy**, "**Management Control**" shall mean when any person or group of persons or entities acting in concert shall acquire an amount of the outstanding securities representing more than 50% of the voting power for the election of directors or General Partners of the **Named Entity** (in the event the **Named Entity** is a Partnership), or acquires the voting rights of such an amount of such securities.

B. State Amendatory Inconsistency

In the event that there is an inconsistency between a state amendatory attached to this policy and any term or condition of this policy, then it is understood and agreed that, where permitted by law, the **Insurer** shall apply those terms and conditions of either the amendatory or the policy which are more favorable to the **Insured**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

NAMED ENTITY AMENDED

In consideration of the premium charged, it is hereby understood and agreed that Item 1 of the Declarations is deleted in its entirety and replaced with the following:

ITEM 1. NAMED ENTITY:

MAILING ADDRESS:

STATE OF INCORPORATION OR FORMATION OF THE NAMED ENTITY:

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Issued to:

By:

**NAMED ENTITY
MORE THAN ONE ENTITY**

In consideration of the premium charged, it is hereby understood and agreed as follows:

- 1. Item 1 of the Declarations is deleted in its entirety and replaced with the following:
ITEM 1.

NAMED ENTITIES	MAILING ADDRESS	STATE OF INCORPORATION OR FORMATION

NOTWITHSTANDING THE FOREGOING, SOLELY WITH RESPECT TO CLAUSES 8, 9, 10, 11, 12, 15 AND 17 OF THE POLICY, THE TERM, "NAMED ENTITY" SHALL ONLY MEAN: [Insert name of Parent Named Entity]

PARENT NAMED ENTITY:

MAILING ADDRESS:

STATE OF INCORPORATION OR STATE OF FORMATION OF THE NAMED ENTITY:

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Issued to:

By:

**NAMED ENTITY ONLY
NO SUBSIDIARY COVERAGE**

In consideration of the premium charged, it is hereby understood and agreed that the Clause entitled "DEFINITIONS," Definition of "Company" is deleted in its entirety and replaced by the following:

"Company" means only the Named Entity designated in Item 1 of the Declarations and shall not include any subsidiary or other affiliate thereof.

The Insurer shall not be liable to make any payment for Loss in connection with any Claim(s) made against any Insured(s) which are brought by or on the behalf of any subsidiary, affiliate or any past, present or future directors, officers, management committee members, members of the Board of Managers, partners or employees of such subsidiaries or affiliates.

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Issued to:

By:

**NAMED PARENT DIRECTORS AND OFFICERS
CO-DEFENDANT COVERAGE**

In consideration of the premium charged, it is hereby understood and agreed that the term "Individual Insured(s)" shall include any past, present or future duly elected or appointed director or officer of the Named Parent listed below, subject to the applicable terms, conditions and limitations.

NAMED PARENT

Coverage as is afforded under this policy with respect to a Claim made against any director or officer of the Named Parent shall only apply if: (1) such Claim relates to an Employment Practice Violation committed by an Individual Insured (other than a director or officer of the Named Parent); and (2) an Insured (other than a director or officer of the Named Parent) is and remains a defendant in the action along with such director or officer of the Named Parent.

In all events coverage as is afforded under this policy with respect to a Claim made against any director or officer of the Named Parent shall only apply to Employment Practices Claims committed or allegedly committed after the time that such Named Parent became a Named Parent and prior to the time such Named Parent ceases to be a Named Parent.

An entity ceases to be a Named Parent when it ceases to "Control" the Company, either directly, or indirectly through one or more of its subsidiaries.

The term "Control" shall mean: (1) the ownership of interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, the members of the management board of a limited liability company, or the elected or appointed general partners of a limited partnership; (2) having the right, pursuant to written contract or the by-laws, charter, operating agreement or similar documents of an entity, to elect, appoint or designate a majority of the Board of Directors of a corporation, the management board of a limited liability company, or the elected or appointed general partners of a limited partnership; or (3) being the sole elected or appointed general partner of an entity.

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By:

NAMED PARENT EXTENSION

In consideration of the premium charged, it is hereby understood and agreed as follows:

1. The term "Company" also means the Named Parent of the Named Entity.
2. Coverage extended by this endorsement shall only apply to Claims:
 - (a) based upon an Employment Practices Violation committed or allegedly committed:
 - (1) by an Insured, other than the Named Parent or any Individual Insured thereof; and
 - (2) after the time that such Named Parent became a Named Parent and prior to the time such Named Parent ceases or ceased to be a Named Parent; and
 - (b) in which an Insured, other than the Named Parent or an Individual Insured thereof, is and remains a defendant in the action along with such Named Parent or any Individual Insured thereof.
3. The term "Named Parent" means an ultimate parent entity formed (incorporated) or having a principal place of business outside the United States of America, its territories or possessions, but only if, at or prior to the inception of the Policy Period, that entity owns or controls more than a 50% voting equity interest in the Named Entity, either directly, or indirectly through one or more of its subsidiaries. An entity ceases to be a Named Parent when the organization no longer owns or controls more than a 50% voting equity interest in the Named Entity, either directly, or indirectly through one or more of its subsidiaries.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

"NO LIABILITY" RETENTION WAIVER DELETED

In consideration of the premium charged, it is hereby understood and agreed that the policy is hereby amended as follows:

- (1) The Clause entitled "DEFINITIONS" is amended by deleting the Definition of "No Liability" in its entirety.
- (2) The Clause entitled "RETENTION CLAUSE" is deleted in its entirety and replaced by the following:

RETENTION CLAUSE

The Insurer shall only be liable for the amount of Loss arising from a Claim which is in excess of the Retention amount stated in Item 5 of the Declarations, such Retention amount to be borne by the Company or the Insureds and shall remain uninsured, with regard to all Loss: (1) for which the Company has indemnified or is permitted or required to indemnify the Individual Insured(s) ("Indemnifiable Loss"); or (2) of the Company. A single Retention amount shall apply to Loss arising from all Claims alleging the same Employment Practices Violation or related Employment Practices Violation.

In the event that an Insured consents to the first "Settlement Opportunity", as defined in the DEFENSE COSTS, SETTLEMENTS, JUDGMENTS (INCLUDING THE ADVANCEMENT OF DEFENSE COSTS) Clause, the retention amount shall be reduced by the percentage described therein and subject to the conditions further described therein.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

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Policy number

Issued to:

By:

**"NO LIABILITY" RETENTION WAIVER DELETED &
FIRST SETTLEMENT OPPORTUNITY REDUCTION DELETED**

In consideration of the premium charged, it is hereby understood and agreed that the policy is hereby amended as follows:

- (1) The Clause entitled "DEFINITIONS" is amended by deleting the Definition of "No Liability" in its entirety.
- (2) The Clause entitled "RETENTION CLAUSE" is deleted in its entirety and replaced by the following:

RETENTION CLAUSE

The Insurer shall only be liable for the amount of Loss arising from a Claim which is in excess of the Retention amount stated in Item 5 of the Declarations, such Retention amount to be borne by the Company or the Insureds and shall remain uninsured, with regard to all Loss: (1) for which the Company has indemnified or is permitted or required to indemnify the Individual Insured(s) ("Indemnifiable Loss"); or (2) of the Company. A single Retention amount shall apply to Loss arising from all Claims alleging the same Employment Practices Violation or related Employment Practices Violation.

- (3) The Clause entitled "DEFENSE COSTS, SETTLEMENTS, JUDGMENTS (INCLUDING THE ADVANCEMENT OF DEFENSE COSTS)" is deleted in its entirety and replaced by the following:

**DEFENSE COSTS, SETTLEMENTS, JUDGMENTS (INCLUDING THE ADVANCEMENT
OF DEFENSE COSTS)**

The Insurer does not assume any duty to defend. The Insureds shall defend and contest any Claim made against them.

Notwithstanding the foregoing, the Insureds shall have the right to tender the defense of the Claim to the Insurer, which right shall be exercised in writing by the Named Entity on behalf of all Insureds to the Insurer pursuant to the notice provisions of the NOTICE/CLAIM REPORTING PROVISIONS Clause of this policy. This right shall terminate if not exercised within 30 days of the date the Claim is first made against an Insured, pursuant to the NOTICE/CLAIM REPORTING PROVISIONS Clause of the policy. Further, from the date the Claim is first made against the Insureds to the date when the Insurer accepts the tender of the defense of such Claim, the Insureds shall take no action, or fail to take any required action, that prejudices the rights of the Insureds or the Insurer with respect to such Claim. Provided that the Insureds have complied with the foregoing, the Insurer shall be

obligated to assume the defense of the Claim, even if such Claim is groundless, false or fraudulent. The assumption of the defense of the Claim shall be effective upon written confirmation sent thereof by the Insurer to the Named Entity. Once the defense has been so tendered, the Insured shall have the right to effectively associate with the Insurer in the defense and the negotiation of any settlement of any Claim, subject to the provisions of this Clause 8. However, the Insurer shall not be obligated to defend such Claim after the Limit of Liability has been exhausted, or after an Insured's rejection of an Insurer recommended settlement within the policy's applicable Limit of Liability which is acceptable to the claimant (such Insurer recommended settlement hereinafter referred to as a "Settlement Opportunity").

When the Insurer has not assumed the defense of a Claim pursuant to Clause 8, the Insurer shall advance nevertheless, at the written request of the Insured, Defense Costs prior to the final disposition of a Claim. Such advanced payments by the Insurer shall be repaid to the Insurer by the Insureds or the Company, severally according to their respective interests, in the event and to the extent that the Insureds or the Company shall not be entitled under the terms and conditions of this policy to payment of such Loss.

The Insureds shall not admit or assume any liability, enter into any settlement agreement, stipulate to any judgment, or incur any Defense Costs without the prior written consent of the Insurer. Only those settlements, stipulated judgments and Defense Costs which have been consented to by the Insurer shall be recoverable as Loss under the terms of this policy. The Insurer's consent shall not be unreasonably withheld, provided that the Insurer, when it has not assumed the defense of a Claim pursuant to this Clause 8, shall be entitled to effectively associate in the defense and the negotiation of any settlement of any Claim, and provided further that in all events the Insurer may withhold consent to any settlement, stipulated judgment or Defense Costs, or any portion thereof, to the extent such Loss is not covered under the terms of this policy.

The Insurer shall have the right to effectively associate with the Company in the defense of any Claim that appears reasonably likely to involve the Insurer, including but not limited to negotiating a settlement. The Company and the Insureds shall give the Insurer full cooperation and such information as it may reasonably require.

In the event the Insureds do not consent to the first Settlement Opportunity within the time prescribed, then the Insurer's liability for all Loss on account of such Claim shall not exceed: (1) the amount for which the Insurer could have settled such Claim plus Defense Costs incurred as of the date such settlement was proposed in writing by the Insurer, ("Settlement Opportunity Amount") plus (2) 50% of covered Loss in excess of such Settlement Opportunity Amount, it being a condition of this insurance that the remaining 50% of such Loss excess of the Settlement Opportunity Amount shall be carried by the Company and the Insureds at their own risk and be uninsured. Notwithstanding the foregoing, this paragraph shall not apply until the Settlement Opportunity Amount exceeds the Retention amount stated in Item 5 of the Declarations.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**“NO LIABILITY” RETENTION WAIVER DELETED
FIRST SETTLEMENT OPPORTUNITY REDUCTION DELETED
PER CLAIM RETENTION**

In consideration of the premium charged, it is hereby understood and agreed that the policy is hereby amended as follows:

I.

The Item on the Declarations page entitled RETENTION is hereby deleted in its entirety and replaced with the following:

ITEM 5. RETENTION:

Judgments, Settlements and Defense Costs

\$ _____

for Loss arising from Claims alleging the same Employment Practices Violation or related Employment Practices Violation

II.

The Clause entitled DEFINITIONS is hereby amended by deleting the Definition of “No Liability” in its entirety.

III.

The Clause entitled RETENTION CLAUSE is hereby deleted in its entirety and replaced with the following:

RETENTION CLAUSE

The Insurer shall only be liable for the amount of Loss arising from a Claim which is in excess of the Retention amount stated in Item 5 of the Declarations, such Retention amount to be borne by the Company or the Insureds and shall remain uninsured, with regard to all Loss. A single Retention amount shall apply to Loss arising from all Claims alleging the same Employment Practices Violation or related Employment Practices Violation.

IV.

The Clause entitled DEFENSE COSTS, SETTLEMENTS, JUDGMENTS (INCLUDING THE ADVANCEMENT OF DEFENSE COSTS) is hereby deleted in its entirety and replaced by the following:

DEFENSE COSTS, SETTLEMENTS, JUDGMENTS (INCLUDING THE ADVANCEMENT OF DEFENSE COSTS)

The Insurer does not assume any duty to defend. The Insureds shall defend and contest any Claim made against them.

Notwithstanding the foregoing, the Insureds shall have the right to tender the defense of the Claim to the Insurer, which right shall be exercised in writing by the Named Entity on behalf of all Insureds to the Insurer pursuant to the notice provisions of Clause 7 of this policy. This right shall terminate if not exercised within 30 days of the date the Claim is first made against an Insured, pursuant to Clause 7 of the policy. Further, from the date the Claim is first made against the Insureds to the date when the Insurer accepts the tender of the defense of such Claim, the Insureds shall take no action, or fail to take any required action, that prejudices the rights of the Insureds or the Insurer with respect to such Claim. Provided that the Insureds have complied with the foregoing, the Insurer shall be obligated to assume the defense of the Claim, even if such Claim is groundless, false or fraudulent. The assumption of the defense of the Claim shall be effective upon written confirmation sent thereof by the Insurer to the Named Entity. Once the defense has been so tendered, the Insured shall have the right to effectively associate with the Insurer in the defense and the negotiation of any settlement of any Claim, subject to the provisions of this Clause 8. However, the Insurer shall not be obligated to defend such Claim after the Limit of Liability has been exhausted, or after an Insured's rejection of an Insurer recommended settlement within the policy's applicable Limit of Liability which is acceptable to the claimant (such Insurer recommended settlement hereinafter referred to as a "Settlement Opportunity").

When the Insurer has not assumed the defense of a Claim pursuant to Clause 8, the Insurer shall advance nevertheless, at the written request of the Insured, Defense Costs prior to the final disposition of a Claim. Such advanced payments by the Insurer shall be repaid to the Insurer by the Insureds or the Company, severally according to their respective interests, in the event and to the extent that the Insureds or the Company shall not be entitled under the terms and conditions of this policy to payment of such Loss.

The Insureds shall not admit or assume any liability, enter into any settlement agreement, stipulate to any judgment, or incur any Defense Costs without the prior written consent of the Insurer. Only those settlements, stipulated judgments and Defense Costs which have been consented to by the Insurer shall be recoverable as Loss under the terms of this policy. The Insurer's consent shall not be unreasonably withheld, provided that the Insurer, when it has not assumed the defense of a Claim

pursuant to this Clause 8, shall be entitled to effectively associate in the defense and the negotiation of any settlement of any Claim, and provided further that in all events the Insurer may withhold consent to any settlement, stipulated judgment or Defense Costs, or any portion thereof, to the extent such Loss is not covered under the terms of this policy.

The Insurer shall have the right to effectively associate with the Company in the defense of any Claim that appears reasonably likely to involve the Insurer, including but not limited to negotiating a settlement. The Company and the Insureds shall give the Insurer full cooperation and such information as it may reasonably require.

In the event the Insureds do not consent to the first Settlement Opportunity within the time prescribed, then the Insurer's liability for all Loss on account of such Claim shall not exceed: (1) the amount for which the Insurer could have settled such Claim plus Defense Costs incurred as of the date such settlement was proposed in writing by the Insurer, ("Settlement Opportunity Amount") plus (2) 50% of covered Loss in excess of such Settlement Opportunity Amount, it being a condition of this insurance that the remaining 50% of such Loss excess of the Settlement Opportunity Amount shall be carried by the Company and the Insureds at their own risk and be uninsured. Notwithstanding the foregoing, this paragraph shall not apply until the Settlement Opportunity Amount exceeds the Retention amount stated in Item 5 of the Declarations.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**“NO LIABILITY” RETENTION WAIVER DELETED
FIRST SETTLEMENT OPPORTUNITY REDUCTION DELETED
PER CLAIM & SEPARATE PER CLAIM RETENTION FOR CLASS ACTIONS**

In consideration of the premium charged, it is hereby understood and agreed that the policy is hereby amended as follows:

I.

The Item on the Declarations page entitled RETENTION is hereby deleted in its entirety and replaced with the following:

ITEM 5. RETENTION:

CLASS ACTION CLAIMS

Judgments, Settlements and Defense Costs

\$ _____

for Loss arising from Class Action Claims alleging the same Employment Practices Violation or related Employment Practices Violation

ALL OTHER CLAIMS

Judgments, Settlements and Defense Costs

\$ _____

for Loss arising from Claims, other than Class Action Claims, alleging the same Employment Practices Violation or related Employment Practices Violation

Solely for the purposes of this endorsement, the term “Class Action Claim” means any Claim brought by or on behalf of an actual or alleged class (whether or not certified as such); or by the Equal Employment Opportunity Commission (EEOC) or any similar foreign, state, county or local body on behalf of any group of three or more complainants, plaintiffs or potentially aggrieved parties.

II.

The Clause entitled DEFINITIONS is hereby amended by deleting the Definition of “No Liability” in its entirety.

III.

The Clause entitled RETENTION CLAUSE is hereby deleted in its entirety and replaced with the following:

RETENTION CLAUSE

The Insurer shall only be liable for the amount of Loss arising from a Claim which is in excess of the Retention amount stated in Item 5 of the Declarations, such Retention amount to be borne by the Company or the Insureds and shall remain uninsured, with regard to all Loss. A single Retention amount shall apply to Loss arising from all Claims alleging the same Employment Practices Violation or related Employment Practices Violation.

IV.

The Clause entitled DEFENSE COSTS, SETTLEMENTS, JUDGMENTS (INCLUDING THE ADVANCEMENT OF DEFENSE COSTS) is hereby deleted in its entirety and replaced by the following:

DEFENSE COSTS, SETTLEMENTS, JUDGMENTS (INCLUDING THE ADVANCEMENT OF DEFENSE COSTS)

The Insurer does not assume any duty to defend. The Insureds shall defend and contest any Claim made against them.

Notwithstanding the foregoing, the Insureds shall have the right to tender the defense of the Claim to the Insurer, which right shall be exercised in writing by the Named Entity on behalf of all Insureds to the Insurer pursuant to the notice provisions of Clause 7 of this policy. This right shall terminate if not exercised within 30 days of the date the Claim is first made against an Insured, pursuant to Clause 7 of the policy. Further, from the date the Claim is first made against the Insureds to the date when the Insurer accepts the tender of the defense of such Claim, the Insureds shall take no action, or fail to take any required action, that prejudices the rights of the Insureds or the Insurer with respect to such Claim. Provided that the Insureds have complied with the foregoing, the Insurer shall be obligated to assume the defense of the Claim, even if such Claim is groundless, false or fraudulent. The assumption of the defense of the Claim shall be effective upon written confirmation sent thereof by the Insurer to the Named Entity. Once the defense has been so tendered, the Insured shall have the right to effectively associate with the Insurer in the defense and the negotiation of any settlement of any Claim, subject to the provisions of this Clause 8. However, the Insurer shall not be obligated to defend such Claim after the Limit of Liability has been exhausted, or after an Insured's rejection of an Insurer recommended settlement within the policy's applicable Limit of Liability which is acceptable to the claimant (such Insurer recommended settlement hereinafter referred to as a "Settlement Opportunity").

When the Insurer has not assumed the defense of a Claim pursuant to Clause 8, the Insurer shall advance nevertheless, at the written request of the Insured, Defense Costs prior to the final disposition of a Claim. Such advanced payments by the Insurer shall be repaid to the Insurer by the Insureds or the Company, severally according to their respective interests, in the event and to the extent that the Insureds or the Company shall not be entitled under the terms and conditions of this policy to payment of such Loss.

The Insureds shall not admit or assume any liability, enter into any settlement agreement, stipulate to any judgment, or incur any Defense Costs without the prior written consent of the Insurer. Only those settlements, stipulated judgments and Defense Costs which have been consented to by the Insurer shall be recoverable as Loss under the terms of this policy. The Insurer's consent shall not be unreasonably withheld, provided that the Insurer, when it has not assumed the defense of a Claim pursuant to this Clause 8, shall be entitled to effectively associate in the defense and the negotiation of any settlement of any Claim, and provided further that in all events the Insurer may withhold consent to any settlement, stipulated judgment or Defense Costs, or any portion thereof, to the extent such Loss is not covered under the terms of this policy.

The Insurer shall have the right to effectively associate with the Company in the defense of any Claim that appears reasonably likely to involve the Insurer, including but not limited to negotiating a settlement. The Company and the Insureds shall give the Insurer full cooperation and such information as it may reasonably require.

In the event the Insureds do not consent to the first Settlement Opportunity within the time prescribed, then the Insurer's liability for all Loss on account of such Claim shall not exceed: (1) the amount for which the Insurer could have settled such Claim plus Defense Costs incurred as of the date such settlement was proposed in writing by the Insurer, ("Settlement Opportunity Amount") plus (2) 50% of covered Loss in excess of such Settlement Opportunity Amount, it being a condition of this insurance that the remaining 50% of such Loss excess of the Settlement Opportunity Amount shall be carried by the Company and the Insureds at their own risk and be uninsured. Notwithstanding the foregoing, this paragraph shall not apply until the Settlement Opportunity Amount exceeds the Retention amount stated in Item 5 of the Declarations.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**NON-CANCELABLE POLICY
BY INSURER OR ANY INSURED**

In consideration of the premium charged, it is hereby understood and agreed that the CANCELLATION CLAUSE of the policy (and any endorsement amending such CANCELLATION Clause, including, but not limited to, any state cancellation/non-renewal amendatory endorsement attached to this policy) is amended to the extent necessary for the policy to provide the following:

CANCELLATION CLAUSE

This policy may not be canceled by the Company, any Insured or by the Insurer, except as indicated below.

This policy may be canceled by or on the behalf of the Insurer only in the event of non-payment of premium by the Named Entity. In the event of non-payment of premium by the Named Entity, the Insurer may cancel this policy and this policy shall be null and void *ab initio*. The Insurer shall cancel this policy by delivering to the Named Entity or by mailing to the Named Entity, by registered, certified, or other first class mail, at the Named Entity's address as shown in Item 1 of the Declarations, written notice of its cancellation. The mailing of such notice as aforesaid shall be sufficient proof of notice.

If applicable law requires advanced notice to the Named Entity in connection with such cancellation, this endorsement shall be deemed amended to conform to applicable advanced notice requirements.

The premium set forth in the Declarations shall be fully earned as of the inception date of this policy.

This policy is a result of a negotiated agreement, the reliance upon which is material to the Insurer's acceptance of the risk. Therefore, in the event that this endorsement is held to be unenforceable for any reason, in part or in whole, this policy shall be null and void *ab initio*.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

NOT-FOR-PROFIT COVERAGE

In consideration of the premium charged herein it is understood and agreed that the policy is hereby amended as follows:

1. Wherever used in this policy (including any endorsement attached hereto whether such endorsement precedes or follows this endorsement in time or sequence), "Company" shall be deemed to read "Organization."
2. The Definition of "Individual Insured(s)" is hereby deleted in its entirety and replaced with the following:

"Individual Insured(s)" means:

- (1) any past, present or future duly elected or appointed directors, officers, trustees, trustee emeriti, executive directors, department heads, committee members of any duly constituted committee of the Organization, or staff or faculty members of the Organization;
 - (2) any past, present or future duly elected or appointed directors, officers, trustees, trustee emeriti, executive directors, department heads, committee members of any duly constituted committee of any Organization, or staff members, faculty members or Employees of the Organization, while serving in the capacity of a director, trustee or governor of an Outside Entity, but only if such service is at the specific written request or direction of the Organization;
 - (3) in the event the Organization operates outside the United States of America, any natural person serving such Organization in a capacity that is essentially equivalent in function to a director, officer, trustee, trustee emeritus, executive director, department head, management committee member, or staff or faculty member of an entity in the United States of America; and
 - (4) any Employees of the Organization.
3. The first paragraph of the Definition of "Subsidiary" is deleted in its entirety and replaced with the following:
 - (1) any organization which on or before the inception of the Policy Period, is more than 50% owned by the Named Organization, either directly, or indirectly through one or more of its Subsidiaries, or has, on or before the inception of the Policy Period, the right to elect or appoint more than fifty percent (50%) of the voting directors, or trustees, either directly or indirectly through one or more of its Subsidiaries;
 4. Exclusion (f), relating to uninsured capacities, is deleted in its entirety and replaced with the following:

- (f) alleging, arising out of, based upon or attributable to any actual or alleged actor omission of an Individual Insured serving in any capacity other than as a director, officer, trustee, trustee emeritus, executive director, department head, committee member of a duly constituted committee of the Organization, staff or faculty member of the Organization, Employee of the Organization, or as a director, officer, trustee or governor of an Outside Entity;
5. The Clause entitled, "CHANGE IN CONTROL OF NAMED ENTITY" is amended by adding the following to the list of events which constitute a "Transaction":
- d. or, the Named Entity losing or terminating its not-for-profit status.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.©

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

NOTICE-CLAIM REPORTING BORDEREAU

In consideration of the premium charged, it is hereby understood and agreed that Clause 7(a) is hereby deleted in its entirety and replaced by the following:

- (a)(1) The Company or the Insureds shall, as a condition precedent to the obligations of the Insurer under this policy, give written notice to the Insurer of a Claim as soon as practical after the Risk Manager, General Counsel or Human Resources Director (or equivalent positions of any of the foregoing) of the Company first becomes aware of the earliest occurrence of the following:
- (i) any Claim that is or is sought to be certified as a class action;
 - (ii) any Claim that is brought by more than one claimant or is sought to be consolidated with another claim brought by another claimant;
 - (iii) any Claim that alleges sexual harassment or discrimination by or against a Senior Executive of the Company;
 - (iv) total Loss (including Defense Costs) of the Claim is reasonably estimated by the Human Resources Department or Office of General Counsel of the Named Entity to exceed the lesser of (a) 50% of the applicable retention; or (b) \$150,000 (or the equivalent in a foreign currency); or
 - (v) any civil litigation brought by the Equal Employment Opportunity Commission.
- (2) At the Insured's option, the Named Entity may provide to the Insurer in intervals no greater than every ninety (90) days (commencing on the effective date of the policy) a bordereau of Claims, other than Claims described in Clause (a)(1)(i), (a)(1)(ii), (a)(1)(iii), (a)(1)(iv) and (a)(1)(v) above, first made against the Insureds during the Policy Period. Such Claims shall be subject to all of the terms and conditions of this policy, including but not limited to this Clause 7.

The bordereau shall include:

- (i) the date of the Claim;
- (ii) the date of the acts alleged to have given rise to the Claim;
- (iii) the name of the parties and the forum of the Claim;
- (iv) the name of the counsel selected to defend the Claim;
- (v) the amount of the Defense Costs incurred in the defense of the Claim;
- (vi) a brief description of the allegations contained in the Claim; and
- (vii) the current status.

- (3) Notwithstanding Clause 7(a)(1) or Clause 7(a)(2) above, in all events, notice of all Claims must be reported to the Insurer no later than:
- (i) anytime during the Policy Period or during the Discovery Period (if applicable); or
 - (ii) within 60 days after the end of the Policy Period or the Discovery Period (if applicable), as long as such Claim is reported no later than 60 days after the date such Claim was first made against an Insured.

For purposes of this section of this endorsement the term "Senior Executive" means any past, present, or future Chairman of the Board of Directors, President, Chief Executive Officer or Chief Financial Officer of the Company.

- (4) Non-Waiver And Reservation Of Rights: With regard to the bordereau of Claims described in Clause 7(a)(2) above, the following shall apply:
- (i) The Insurer's receipt of notice of any Claim in accordance with the terms and conditions of Clause 7(a)(2) above shall constitute notice of a Claim under this policy, provided that the Insureds, the Insurer and all parties involved agree that, in regard to such Claims:
 - (a) the Insurer and Insured are mutually deemed to have reserved any and all of their respective rights and defenses with respect to such Claims;
 - (b) the Insurer and/or its representatives may defer the issuance of any determination of coverage as respects such Claims (including, but not limited to, a reservation of rights letter describing the scope of coverage), and any investigation into a Claim or evaluation of any defenses in connection with such Claims; and
 - (c) the deferral of an investigation into a Claim, a coverage determination or an evaluation by the Insurer or its representatives of any defenses in connection with such Claim, shall not constitute a waiver or estoppel of, or otherwise affect any, rights, claims or defenses (except for the defense of improper notice as a result of the Insured providing notice pursuant to the notice procedures set forth in Clause 7(a)(2) above), the Insurer may have, or any right to information or to investigate that the Insurer may have, under this policy or any other policy issued by the Insurer or any of its affiliates, whether or not such policy is a replacement or renewal of this policy or any policy which succeeds this policy in time, or for which this policy is a renewal or replacement or succeeds in time.

- (ii) The Insureds shall not introduce or refer to the Insurer's deferral of the issuance of any determination of coverage as respects any Claims contained on the Claims bordereau (including, but not limited to, a reservation of rights letter describing the scope of coverage) or the deferral of any investigation into a Claim or the evaluation of any defenses upon the receipt of a Claims bordereau provided pursuant to Clause 7(a)(2) above in any subsequent litigation, arbitration, mediation or other dispute resolution proceeding which may arise with the Insurer or its affiliates in connection with any such Claim reported or Loss submitted under this policy or any other policy issued by the Insurer or any of its affiliates, whether or not such policy is a replacement or renewal of this policy or any policy which succeed this policy in time, or for which this policy is a renewal or replacement or succeeds in time.

ALL OTHER TERMS CONDITIONS AND EXCLUSIONS SHALL REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**NOTICE/CLAIM REPORTING
THRESHOLD-25% RETENTION, FIXED DOLLAR AND
SPECIFIED DEPARTMENT OR GENERAL COUNSEL**

In consideration of the premium charged, it is hereby understood and agreed that the Clause entitled "NOTICE/CLAIM REPORTING PROVISIONS" is amended by deleting its Section (a) in its entirety and replacing it with the following:

- (a) The Company or the Insureds shall, as a condition precedent to the obligations of the Insurer under this policy, give written notice to the Insurer of a Claim as soon as practicable after the Claim is first reported to or first become known by the _____ Department or Office of General Counsel of the Company, (or similar department or office) or in the absence of such department or office any director or officer of the Company, but in all events no later than after the earliest occurrence of the following:
- (i) the Claim is or is sought to be certified as a class action; or
 - (ii) the Claim is brought by more than one claimant or is sought to be consolidated with another Claim brought by another claimant; or
 - (iii) the Claim alleges Retaliation as defined in (q)(1) or (3); or
 - (iv) the Claim alleges discrimination by a director or officer of the Company; or
 - (v) total Loss (including Defense Costs) of the Claim is reasonably estimated by the _____ Department or Office of General Counsel of the Company (or equivalent department or office); or, if no such department or office exists, then by any director or officer of the Company, to exceed either \$XXX,XXX or [XX]% of the applicable Retention amount stated in Item 5 of the Declarations; and

in all events, all Claims, including but not limited to the Claims listed in (i) through (v) above, must be reported to the Insurer no later than:

- (1) anytime during the Policy Period or during the Discovery Period (if applicable); or
- (2) within 30 days after the end of the Policy Period or the Discovery Period (if applicable), as long as such Claim is reported no later than 30 days after the date such Claim was first made against an Insured.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**NOTICE/CLAIM REPORTING
THRESHOLD-25% RETENTION OR FIXED DOLLAR**

In consideration of the premium charged, it is hereby understood and agreed that the Clause entitled "NOTICE/CLAIM REPORTING PROVISIONS" is amended by deleting its Section (a) in its entirety and replacing it with the following:

- (a) The Company or the Insureds shall, as a condition precedent to the obligations of the Insurer under this policy, give written notice to the Insurer of a Claim as soon as practicable, but in all events no later than after the earliest occurrence of the following:

- (i) the Claim is or is sought to be certified as a class action; or
- (ii) the Claim is brought by more than one claimant or is sought to be consolidated with another Claim brought by another claimant; or
- (iii) the Claim alleges Retaliation as defined in (q)(1) or (3); or
- (iv) the Claim alleges discrimination by a director or officer of the Company; or
- (v) total Loss (including Defense Costs) of the Claim is reasonably estimated by the [REDACTED] Department or Office of General Counsel of the Company (or equivalent department or office); or, if no such department or office exists, then by any director or officer of the Company, to exceed either \$XXX,XXX or [XX]% of the applicable Retention amount stated in Item 5 of the Declarations; and

in all events, all Claims, including but not limited to the Claims listed in (i) through (v) above, must be reported to the Insurer no later than:

- (1) anytime during the Policy Period or during the Discovery Period (if applicable); or
- (2) within 30 days after the end of the Policy Period or the Discovery Period (if applicable), as long as such Claim is reported no later than 30 days after the date such Claim was first made against an Insured.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**NOTICE/CLAIM REPORTING
THRESHOLD-FIXED AMOUNT**

In consideration of the premium charged, it is hereby understood and agreed that the Clause entitled "NOTICE/CLAIM REPORTING PROVISIONS" is amended by deleting its Section (a) in its entirety and replacing it with the following:

- (a) The Company or the Insureds shall, as a condition precedent to the obligations of the Insurer under this policy, give written notice to the Insurer of a Claim as soon as practicable after the earliest occurrence of the following:
- (i) the Claim is or is sought to be certified as a class action; or
 - (ii) the Claim is brought by more than one claimant or is sought to be consolidated with another Claim brought by another claimant; or
 - (iii) the Claim alleges Retaliation as defined in (q)(1) or (3); or
 - (iv) the Claim alleges discrimination by a director or officer of the Company; or
 - (v) total Loss (including Defense Costs) of the Claim is reasonably estimated by the Human Resources Department or Office of General Counsel of the Company (or equivalent department or office); or, if no such department or office exists, then by any director or officer of the Company, to exceed \$ [REDACTED]; and

in all events, all Claims, including but not limited to the Claims listed in (i) through (v) above, must be reported to the Insurer no later than:

- (1) anytime during the Policy Period or during the Discovery Period (if applicable); or
- (2) within 30 days after the end of the Policy Period or the Discovery Period (if applicable), as long as such Claim is reported no later than 30 days after the date such Claim was first made against an Insured.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**NOTICE/CLAIM REPORTING
THRESHOLD-FIXED AMOUNT AND SPECIFIED DEPARTMENT OR GENERAL COUNSEL**

In consideration of the premium charged, it is hereby understood and agreed that the Clause entitled "NOTICE/CLAIM REPORTING PROVISIONS" is amended by deleting its Section (a) in its entirety and replacing it with the following:

- (a) The Company or the Insureds shall, as a condition precedent to the obligations of the Insurer under this policy, give written notice to the Insurer of a Claim as soon as practicable after the Claim is first reported to or first become known by the _____ Department or Office of General Counsel of the Company, (or similar department or office) or in the absence of such department or office any director or officer of the Company, but in all events no later than after the earliest occurrence of the following:
- (i) the Claim is or is sought to be certified as a class action; or
 - (ii) the Claim is brought by more than one claimant or is sought to be consolidated with another Claim brought by another claimant; or
 - (iii) the Claim alleges Retaliation as defined in (q)(1) or (3); or
 - (iv) the Claim alleges discrimination by a director or officer of the Company; or
 - (v) total Loss (including Defense Costs) of the Claim is reasonably estimated by the _____ Department or Office of General Counsel of the Company (or equivalent department or office); or, if no such department or office exists, then by any director or officer of the Company, to exceed \$ _____; and

in all events, all Claims, including but not limited to the Claims listed in (i) through (v) above, must be reported to the Insurer no later than:

- (1) anytime during the Policy Period or during the Discovery Period (if applicable); or
- (2) within 30 days after the end of the Policy Period or the Discovery Period (if applicable), as long as such Claim is reported no later than 30 days after the date such Claim was first made against an Insured.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**NOTICE/CLAIM REPORTING
THRESHOLD-SPECIFIED DEPARTMENT OR GENERAL COUNSEL**

In consideration of the premium charged, it is hereby understood and agreed that the Clause entitled "NOTICE/CLAIM REPORTING PROVISIONS" is amended by deleting its Section (a) in its entirety and replacing it with the following:

- (a) The Company or the Insureds shall, as a condition precedent to the obligations of the Insurer under this policy, give written notice to the Insurer of a Claim made against an Insured as soon as practicable after the Claim is reported to or first becomes known by the _____ Department or office of general counsel (or equivalent department or office) of the Company; or, in the event such department or office does not exist, any director or officer of the Company; but in all events the notice of a Claim must be given no later than either:
- (1) anytime during the Policy Period or during the Discovery Period (if applicable); or
 - (2) within 30 days after the end of the Policy Period or the Discovery Period (if applicable), as long as such Claim(s) is reported no later than 30 days after the date such Claim was first made against an Insured.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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By:

**NOTICE/CLAIM REPORTING
THRESHOLD-RISK MANAGER OR GENERAL COUNSEL**

In consideration of the premium charged, it is hereby understood and agreed that the Clause entitled "NOTICE/CLAIM REPORTING PROVISIONS" is amended by deleting its Section (a) in its entirety and replacing it with the following:

- (a) The Company or the Insureds shall, as a condition precedent to the obligations of the Insurer under this policy, give written notice to the Insurer of a Claim made against an Insured as soon as practicable after the Claim is reported to or first becomes known by the department of risk management or office of general counsel (or equivalent department or office) of the Company or in the event such department or office does not exist any Director or Officer of the Company, but in all events a Claim must be reported no later than either:
- (1) anytime during the Policy Period or during the Discovery Period (if applicable); or
 - (2) within 30 days after the end of the Policy Period or the Discovery Period (if applicable), as long as such Claim(s) is reported no later than 30 days after the date such Claim was first made against an Insured.

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By:

**ODL COVERAGE EXTENSION
ADDITIONAL OUTSIDE ENTITIES**

In consideration of the premium charged, it is hereby understood and agreed that the Clause entitled "DEFINITIONS," Definition of "Outside Entity" is amended to include the following entities, subject to each such entity's respective Continuity Date listed below:

	OUTSIDE ENTITY	CONTINUITY DATE
(1)		
(2)		
(3)		
(4)		

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**ODL COVERAGE EXTENSION
ADDITIONAL OUTSIDE ENTITIES
TRIPLE EXCESS BASIS**

In consideration of the premium charged, it is hereby understood and agreed as follows:

1. The Clause entitled "DEFINITIONS," Definition of "Outside Entity" is amended to include the following entities subject to each such entity's respective Continuity Date listed below:

	OUTSIDE ENTITY	CONTINUITY DATE
(1)		
(2)		
(3)		
(4)		

2. With regard to the Loss of any director, officer, trustee or governor of any Outside Entity listed in the table above, the policy is hereby amended as follows:

- (a) The second paragraph of the Clause entitled "OTHER INSURANCE AND INDEMNIFICATION" is deleted in its entirety and replaced by the following:

"In the event of a Claim against an Individual Insured arising out of his or her serving as a director, officer, trustee or governor of an Outside Entity, coverage as is afforded by this policy shall be specifically excess of indemnification provided by such Outside Entity, any insurance provided to such Outside Entity and any indemnification provided to such individual by the Company. In the event of a Claim against a leased Employee as described in Definition of "Employee" of the DEFINITIONS Clause, coverage as is afforded by this policy shall be specifically excess of indemnification provided by such leasing company and any insurance provided to such leasing company."

- (2) The Clause entitled "OTHER INSURANCE AND INDEMNIFICATION" is further amended by the addition of the following paragraph at the end thereof:

Furthermore, provided that for the purpose of the applicability of the coverage provided by this policy for any Claim made against an Individual Insured serving as a director, officer, trustee or governor of an Outside Entity, the Company will be conclusively deemed to have indemnified such Individual Insureds to the extent that the Company is permitted or required to indemnify them pursuant to law, common or statutory, or contract, or the charter or by-laws of the Company. The Company

hereby agrees to indemnify such Individual Insureds to the fullest extent permitted by law, including the making in good faith of any required application for court approval. In no event shall this policy be construed to apply to any Claim(s) for which the Company has indemnified or is permitted or required to indemnify such Insured.

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**ODL COVERAGE EXTENSION
BROAD FORM**

In consideration of the premium charged, it is hereby understood and agreed that the term "Outside Entity" shall also include any of the following entities subject to the corresponding Continuity Dates below:

OUTSIDE ENTITY	CONTINUITY DATE
1. any not-for-profit organization under Section 501(c)(3) of the Internal Revenue Code of 1986 (as amended));	
2. any other not-for profit organization, and	
3. any for-profit organization;	

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**ODL COVERAGE EXTENSION
DESIGNATED INDIVIDUALS**

In consideration of the premium charged, it is hereby understood and agreed as follows.

1. The Clause entitled "DEFINITIONS," Definition of "Outside Entity" is amended to include the following entities subject to each such entity's respective Continuity Date listed below:

	OUTSIDE ENTITY	CONTINUITY DATE
(1)		
(2)		
(3)		
(4)		

2. "Individual Insured(s)" shall also mean any natural person listed below while serving as a duly elected or appointed director, officer, trustee or governor of any Outside Entity listed in the table above.

	LISTED INDIVIDUAL(S)	CONTINUITY DATE
(1)		
(2)		
(3)		
(4)		

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**ODL COVERAGE EXTENSION
SPECIFIC REQUEST OR DIRECTION**

In consideration of the premium charged, it is hereby understood and agreed as follows.

1. In the Clause entitled "DEFINITIONS," the Definition of "Outside Entity" is amended to include the following entities subject to each such entity's respective Continuity Date listed below:

	OUTSIDE ENTITY	CONTINUITY DATE
(1)		
(2)		
(3)		
(4)		

2. In Subparagraph (2) of the Definition of "Individual Insured," the words "specific written request" are deleted and replaced with "specific request."
3. In the event of a disagreement between the Company and any individual as to whether that individual was acting "at the specific request or direction of the Company" (as required by subparagraph (2) of the Definition of "Individual Insured"), the Insurer will abide by the determination of the Company as set forth in a written notice to the Insurer within ninety (90) days after the Claim against such individual is first made. In the event no such notice is timely provided, the director, officer, trustee or governor of the Outside Entity shall be deemed, for this policy, to have not acted at the Company's specific direction or request. The Company may determine that an individual was not serving at its specific direction or request at any time.

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ORDER OF PAYMENTS

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

1. In the event of covered Loss arising from a Claim for which payment is due under the provisions of this policy, but which Loss, in the aggregate, exceeds the remaining available Limit of Liability of this policy, then this policy shall:
 - (i) first pay such Loss of the Individual Insureds for which the Company is not permitted or required to indemnify pursuant to law, contract or charter or by-laws of the Company; and then
 - (ii) only after payment has been made pursuant to subparagraph (i) above, the remaining amount of the Limit of Liability is available to pay covered Loss: (1) for which the Company is permitted or required to indemnify, or has indemnified; or (2) of the Company.
2. In the event of covered Loss arising from a Claim for which payment is due under the provisions of this policy (including, but not limited to, the circumstances described in Part 1 of this endorsement), then at the written request of the chief executive officer of the Named Entity this policy shall:
 - (i) first pay such Loss of the Individual Insureds for which the Company is not permitted or required to indemnify pursuant to law, contract or charter or by-laws of the Company; and then
 - (ii) either pay or withhold payment of all other covered Loss.

In the event that the Insurer withholds payment under 2(ii) above pursuant, then the Insurer shall at any time in the future, at the request of the chief executive officer of the Named Entity, remit such Loss payment to the Company or directly to or on behalf of any Individual Insured.
3. Nothing in this endorsement shall be construed to increase the Limit of Liability of the Insurer under this policy which such Limit of Liability shall remain the maximum liability of the Insurer under all Claims under all Coverage under this policy combined.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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**OUTSIDE ENTITY INDIVIDUAL INSUREDS
WRITTEN REQUIREMENT DELETED**

In consideration of the premium charged, it is hereby understood and agreed as follows:

1. Subparagraph (2) of the Definition of "Individual Insured(s)" is deleted in its entirety and replaced with the following:
 - (2) any past, present or future duly elected or appointed directors, officers, Employees, management committee members or members of the Board of Managers of the Company serving in the capacity as director, officer, trustee or governor of an Outside Entity, but only if such service is at the specific request or direction of the Company.
2. In the event of a disagreement between the Company and any Individual Insured as to whether such Individual Insured was acting "at the specific request or direction of the Company" it is hereby understood and agreed that this policy shall abide by the determination of the Company on this issue and such determination shall be made by written notice to the Insurer within ninety (90) days after the Claim against such Individual Insured is made. In the event no determination is made within such period, this policy shall apply as if the Company determined that such Individual Insured was not acting at the Company's specific request or direction.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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Issued to:

By:

**PANEL COUNSEL
ALL CLAIMS**

In consideration of the premium charged, it is hereby understood and agreed that notwithstanding any other provision of this policy (including any endorsement attached hereto whether such endorsement precedes or follows this endorsement in time or sequence), the policy is amended as follows:

1. The Clause entitled "PRE-AUTHORIZED DEFENSE ATTORNEYS FOR DESIGNATED EMPLOYMENT PRACTICES CLAIMS" is deleted in its entirety and replaced with the following:

PRE-AUTHORIZED DEFENSE ATTORNEYS FOR ALL CLAIMS

This clause applies to all Claims.

Affixed as Appendix A hereto and made a part of this policy is a list or lists of Panel Counsel law firms ("Panel Counsel Firms") from which a selection of legal counsel shall be made to conduct the defense of all Claims against an Insured pursuant to the terms set forth below.

In the event the Insurer has assumed the defense pursuant to the DEFENSE COSTS, SETTLEMENTS, JUDGMENTS (INCLUDING THE ADVANCEMENT OF DEFENSE COSTS) Clause of this policy, then the Insurer shall select a Panel Counsel Firm to defend the Insureds. In the event the Insureds are defending a Claim, then the Insureds shall select a Panel Counsel Firm to defend the Insureds.

The selection of the Panel Counsel Firm, whether done by the Insurer or the Insureds, shall be from the jurisdiction in which the Claim is brought. In the event a Claim is brought in a jurisdiction not included on the list, the selection shall be made from a listed jurisdiction which is the nearest geographic jurisdiction to either where the Claim is maintained or where the corporate headquarters or state of formation of the Named Entity is located. In such instance, however, the Insurer shall, at the written request of the Named Entity, assign a non-Panel Counsel Firm of the Insurer's choice in the jurisdiction in which the Claim is brought to function as "local counsel" on the Claim to assist the Panel Counsel Firm which will function as "lead counsel" in conducting the defense of the Claim.

With the express prior written consent of the Insurer, an Insured may select (in the case of the Insured defending the Claim), or cause the Insurer to select (in the case of the Insurer defending the Claim), a Panel Counsel Firm different from that selected by other Insured defendants if such selection is required due to an actual conflict of interest or is otherwise reasonably justifiable.

The list of Panel Counsel Firms may be amended from time to time by the Insurer. However, no change shall be made to the specific list attached to this policy during the Policy Period without the consent of the Named Entity.

2. The paragraph entitled DEFENSE PROVISIONS of the INSURING AGREEMENTS Clause is deleted in its entirety and replaced with the following:

DEFENSE PROVISIONS

The Insurer does not assume any duty to defend; provided, however, the Named Entity may at its sole option tender the defense of a Claim for which coverage is provided by this policy to the Insurer in accordance with the DEFENSE COSTS, SETTLEMENTS, JUDGMENTS (INCLUDING THE ADVANCEMENT OF DEFENSE COSTS) Clause of the policy. Regardless of whether the defense is so tendered, the Insurer shall advance Defense Costs of such Claim prior to its final disposition. Selection of counsel to defend a Claim shall be made in accordance with the PRE-AUTHORIZED DEFENSE ATTORNEYS FOR ALL CLAIMS Clause of the policy, as amended by this endorsement.

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**PANEL COUNSEL FIRM LIST AMENDED
EMPLOYMENT PRACTICES LIABILITY**

In consideration of the premium charged, it is hereby understood and agreed as follows:

- Appendix A for the Section of the policy entitled "PRE-AUTHORIZED DEFENSE ATTORNEYS FOR DESIGNATED EMPLOYMENT PRACTICES CLAIMS" is hereby amended for purposes of this policy to include the following law firm(s) (the "Listed Firms"), but solely with regard to a Designated Employment Practices Claim(s) in its (their) respective jurisdiction(s) listed below:

LISTED FIRM	PRIMARY CONTACT(S)	APPROVED JURISDICTION(S)

- The foregoing amendment to Appendix A shall not apply to any Claim:
 - for which the Insurer has assumed the defense pursuant to Clause 8 of this policy;
 - brought in the form of a class or multi-plaintiff action; or
 - alleging discrimination or sexual harassment against a director, officer or equivalent position of the policyholder (the "Named Entity" or "Named Corporation" elsewhere in the policy) or any of its Subsidiaries.
- With respect to the defense of any Employment Practices Claims by the above listed law firm(s), is agreed that to the extent that services are billed at rates that exceed the Maximum Rates, the excess over such maximum rates shall not be covered under this policy as Defense Costs or otherwise as Loss. The retention shall not be reduced by, and the policyholder shall bear at its own expense, that portion of any fees charged by the Listed Firms that exceeds the applicable Maximum Rate. "Maximum Rate" means, for partners, \$250.00 per hour, for associates, \$200.00 per hour and for paralegals, \$85.00 per hour.
- The rates set forth in Clause 3 shall apply for the life of any Claim as long as such Claim is in any way covered under this policy.

5. The Insureds agree to require the Listed Firms to follow the Insurer's Employment Practices Liability Litigation Guidelines ("Litigation Guidelines"). Copies of the Litigation Guidelines will be provided to any Insured or their Listed Firms upon request.

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Issued to:

By:

**PANEL COUNSEL
NON-DESIGNATED CLAIM**

In consideration of the premium charged, it is hereby understood and agreed that the Clause entitled "PRE-AUTHORIZED DEFENSE ATTORNEYS FOR DESIGNATED EMPLOYMENT PRACTICES CLAIMS" (the "Panel Counsel Clause") is hereby amended by adding the following at the end thereof:

Notwithstanding the foregoing, other than for Claims described in paragraph (4) below, the Panel Counsel Clause shall not apply to any single plaintiff action Claim alleging discrimination or sexual harassment against an Insured if the total Loss (including Defense Costs) of such Claim does not exceed, or is not reasonably estimated by the Human Resources Department or Office of General Counsel to exceed, % of the applicable Retention amount stated in Item 5 of the Declarations (the "Non-Designated Claim"), subject to all of the following conditions:

- (1) The Insured or the Company shall select either a Panel Counsel Firm, pursuant to the terms and conditions of the Panel Counsel Clause, or a law firm listed below ("Non-Panel Counsel Firm") to conduct the defense of such Non-Designated Claims. A Non-Panel Counsel Firm may only be selected for a Non-Designated Claim brought in the jurisdiction indicated below. In the event a Non-Designated Claim is brought in a jurisdiction not indicated below, then the Insured shall select a Panel Counsel Firm, pursuant to the terms and conditions of Clause 9, to conduct the defense of such Claim.
- (2) If at any time either: (1) the total Loss (including Defense Costs) of such Non-Designated Claim exceeds, or becomes reasonably estimated by the Human Resources Department or Office of General Counsel to exceed, % of the applicable Retention amount stated in Item 5 of the Declarations, or (2) the Defense Costs incurred in the defense of such Non-Designated Claim exceeds \$, then a Panel Counsel Firm shall be selected by the Insurer, pursuant to the terms and conditions of the Panel Counsel Clause, to conduct the defense of such Non-Designated Claim as lead counsel. In such an event, however, the Insurer may, at its sole discretion, maintain the Non-Panel Counsel Firm in the jurisdiction in which the Non-Designated Claim is brought to function as "local counsel" on the Non-Designated Claim to assist the Panel Counsel Firm which will function as "lead counsel" in such Claim.

- (3) In all events, Defense Costs may not be incurred by or at the direction of any Non-Panel Counsel Firm for any Non-Designated Claim without the prior written consent of the Insurer, such consent not to be unreasonably withheld, subject to all the terms and conditions of the Clause entitled "DEFENSE COSTS, SETTLEMENTS, JUDGMENTS (INCLUDING THE ADVANCEMENT OF DEFENSE COSTS)" ("Clause 8").
- (4) This exception to the Panel Counsel Clause herein does not, in any way, apply to a Claim: (1) for which the Insurer has assumed the defense pursuant to Clause 8 of this policy; (2) alleging Retaliation; (3) brought in the form of a class action or multiple plaintiff action; or (4) alleging discrimination or sexual harassment conduct by a duly elected or appointed director or officer of the Company.

ADDITIONAL FIRM	JURISDICTION
[Insert "None" or applicable name and jurisdiction]	

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By:

**PANEL COUNSEL
PRE-APPROVED LOCAL COUNSEL**

In consideration of the premium charged, it is hereby understood and agreed that the Clause entitled "PRE-AUTHORIZED DEFENSE ATTORNEYS FOR DESIGNATED EMPLOYMENT PRACTICES CLAIMS, is amended by the addition of the following sentence to the end thereof:

Notwithstanding the foregoing and solely with respect to a Designated Employment Practices Claim which is brought within the jurisdiction of the state, commonwealth or district of [REDACTED], the Insureds have the consent of the Insurer, and therefore need not seek further consent from the Insurer, to retain the firm of [REDACTED] to function as "local counsel" on the Designated Employment Practices Claim to assist the Panel Counsel Firm which will function as "lead counsel" in conducting the defense of the Designated Employment Practices Claim.

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Issued to:

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PANEL COUNSEL—USA ONLY

In consideration of the premium charged, it is hereby understood and agreed that the PRE-AUTHORIZED DEFENSE ATTORNEYS FOR DESIGNATED EMPLOYMENT PRACTICES CLAIMS Clause of the policy is hereby amended by adding the following additional paragraph to the end thereof:

“Provided that the terms and conditions of this Clause shall only apply to Claims: (1) brought in the United States of America, any state, locality, territory or possession thereof; or (2) alleging a violation of or seeking any remedy under any laws (common or statutory) of the United States, any state, locality, territory or possession thereof.”

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PARENT EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for Loss in connection with any Claim(s) made by, in the right of or on behalf of the following listed parent organization (the "Parent") or any of its past, present or future directors, officers, management committee members, members of the Board of Managers, partners or employees.

PARENT ORGANIZATION

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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**PARENT EXTENSION
CO-DEFENDANT BASIS**

In consideration of the premium charged, it is hereby understood and agreed that the Clause entitled "DEFINITIONS," Definition of "Company" shall include the Parent Organization listed below, subject to each such organization's respective Continuity Date listed below.

	PARENT ORGANIZATION	CONTINUITY DATE
(1)		
(2)		

Coverage as is afforded under this policy for Loss of any Parent listed in the table above (a "Parent Entity"), or of any Individual Insured thereof, shall only apply if: (1) such Loss arises from a covered Claim for any Employment Practices Violation actually or allegedly committed by any other Insured (who is not a Parent Entity or any of its Individual Insureds); and (2) at least one Insured who is not a Parent Entity or any of its Individual Insureds is and remains a co-defendant in the action along with the Parent Entity and/or its Individual Insureds.

For coverage afforded by this endorsement, the Insurer shall not be liable for any Loss in connection with any Claim(s) made against an Insured:

- (a) alleging, arising out of, based upon or attributable to, as of the Continuity Date, any pending or prior: (i) litigation; or (2) EEOC (or similar state, local or foreign agency) proceeding or investigation of which an Insured had notice, or alleging or derived from the same or essentially the same facts as alleged in such pending or prior litigation or EEOC (or similar state, local or foreign agency) proceeding or investigation; or
- (b) alleging any Employment Practices Violation occurring prior to each individual's respective Continuity Date if an Insured knew or could have reasonably foreseen that such Employment Practices Violation could lead to a Claim under this policy.

A listed Parent Organization ceases to be a Company when it ceases to own or control more than a 50% of the voting ownership interests in the Named Entity, either directly, or indirectly through one or more of its subsidiaries.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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**PENDING AND PRIOR LITIGATION AND KNOWN
EMPLOYMENT PRACTICES VIOLATION EXCLUSIONS**

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for Loss in connection with any Claim made against any Insured:

- (a) alleging, arising out of, based upon or attributable to any pending or prior: (1) litigation; or (2) EEOC (or similar state, local or foreign agency) proceeding or investigation of which an Insured had notice, as of [mm/dd/yyyy], or alleging or derived from the same or essentially the same facts as alleged in such pending or prior litigation or EEOC (or similar state, local or foreign agency) proceeding or investigation; or
- (b) alleging any Employment Practices Violation occurring prior to [mm/dd/yyyy], if any Insured knew or could have reasonably foreseen as of [mm/dd/yyyy] that such Employment Practices Violation could lead to a Claim under this policy. Loss(es) arising out of the same or related Employment Practices Violation(s) shall be deemed to arise from the first such same or related Employment Practices Violation.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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Issued to:

By:

POLICY PERIOD EXTENDED

In consideration of the additional premium of \$ (pro rata amount of the annual premium), it is hereby understood and agreed that the Item in the Declarations entitled, "POLICY PERIOD" is deleted in its entirety and replaced with the following:

POLICY PERIOD: FROM: [mm/dd/yyyy] TO: [mm/dd/yyyy]
(12:01) A.M. standard time at the address stated in Item 1.)

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PRESUMPTIVE INDEMNIFICATION

In consideration of the premium charged, it is hereby understood and agreed that, for the purposes of the applicability of this policy to Loss, the Company will be conclusively deemed to have indemnified the Insureds to the maximum extent that the Company is permitted or required pursuant to law or contract or the charter, bylaws, operating agreement or similar documents of the Company (which are hereby deemed to adopt the broadest provisions of the law which determined or defines such rights of indemnity). The Company hereby agrees to indemnify the Insureds to the fullest extent permitted by law including the making in good faith of any required application for court approval.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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Issued to:

By:

PREVAILING PLAINTIFF'S ATTORNEY FEES AWARD

In consideration of the premium charged, it is hereby understood and agreed that the following is added to the end of the definition of "Loss":

"Loss" shall also include any prevailing plaintiff's reasonable attorney fees awarded pursuant to a covered judgment against an Insured or which the Insurer has agreed to pay as part of a covered settlement of a Claim against an Insured.

ALL OTHER TERMS CONDITIONS AND EXCLUSIONS SHALL REMAIN UNCHANGED.

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**PRIOR ACTS EXCLUSION
AS OF POLICY INCEPTION**

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for Loss arising from any Claim(s) for any actual or alleged Employment Practices Violation(s) which occurred prior to the inception date of the Policy Period or after the end of the Policy Period. This exclusion shall not apply to coverage for Loss arising from Claim(s) for any Employment Practices Violation(s) occurring on or after the inception date of the Policy Period and prior to the end of the Policy Period and otherwise covered by this policy. Loss arising out of the same or related Employment Practices Violation(s) shall be deemed to arise from the first such same or related Employment Practices Violation(s).

ALL OTHER TERMS, CONDITIONS AND EXCLUSION REMAIN THE SAME.

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**PRIOR ACTS EXCLUSION
BACKDATED**

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for Loss in connection with any Claim(s) alleging any Employment Practices Violations which occurred prior to [mm/dd/yyyy] or after the end of the Policy Period. This exclusion does not apply to coverage for Employment Practices Violations occurring on or after [mm/dd/yyyy] and prior to the end of the Policy Period and otherwise covered by this policy. Loss arising out of the same or related Employment Practices Violation(s) shall be deemed to arise from the first such same or related Employment Practices Violation.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN THE SAME.

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Issued to:

By:

**PRIOR ACTS EXCLUSION
FOR EXCESS COVERAGE**

In consideration of the premium charged, it is hereby understood and agreed that, with respect to this policy's Limit of Liability of \$XXXXXXXX in excess of \$XXXXXXXX, the Insurer shall not be liable to make any payment for Loss in connection with any Claim(s) alleging any Employment Practices Violations which occurred prior to [mm/dd/yyyy] or after the end of the Policy Period. This exclusion will not apply to coverage for Employment Practices Violation(s) occurring on or after [mm/dd/yyyy], and prior to the end of the Policy Period and otherwise covered by this policy. Loss arising out of the same or related Employment Practices Violation(s) shall be deemed to arise from the first such same or related Employment Practices Violation.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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Issued to:

By:

**PUNITIVE, EXEMPLARY AND MULTIPLE DAMAGES COVERAGE
WITH SUBLIMIT**

In consideration of the additional premium of \$ [REDACTED], it is hereby understood and agreed that Definition (I), "Loss" is amended as follows:

- (1) "Loss shall not include" subparagraphs (2) "punitive or exemplary damages" and (3) "the multiplied portion of multiplied damages" are deleted in their entirety.
- (2) The following paragraph is added to the end thereof:

Notwithstanding the foregoing, Loss shall specifically include (subject to the policy's other terms, conditions and exclusions; including, but not limited to, exclusions relating to personal profit or advantage, illegal remuneration, deliberate fraud or criminal acts) punitive, exemplary and multiple damages (including the multiple or liquidated damages awards under the Age Discrimination in Employment Act and the Equal Pay Act). Enforceability of this paragraph shall be governed by such applicable law which most favors coverage for punitive, exemplary and multiple damages.

- (3) "Loss" shall not include and this policy shall not cover any:

- (i) punitive or exemplary damages; or
- (ii) multiple damages awarded in addition to actual damages;

in excess of the \$X,XXX,000 maximum aggregate limit of coverage under this policy for such damages (the "Punitive Damage Sublimit"). The Punitive Damage Sublimit shall be part of and not in addition to the aggregate Limit of Liability and will in no way serve to increase the Insurer's Limit of Liability under this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSION REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

REDLINING EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for Loss in connection with any "Redlining Claim" (as defined below) made against any Insured.

Solely with respect to this Endorsement, the term "Redlining Claim" means any Claim alleging, arising out of, based upon or attributable to a pattern or practice of discrimination by the Insured in refusing to make a loan, lending and/or financing for dwellings, or extending credit on the basis of race, marital status, national origin, age, religion, disability, receipt of public assistance, or postal zip codes, regardless of the applicant's credit record, with respect to persons or properties in specified geographic areas, including but not limited to any actual or alleged violations of the Fair Housing Act, the Equal Credit Opportunity Act, any regulations pursuant thereto, or any similar state law or regulation.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**REDLINING EXCLUSION
INSURANCE**

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for Loss in connection with any "Redlining Claim" (as defined below) made against any Insured.

Solely with respect to this endorsement, the term "Redlining Claim" means any Claim alleging, arising out of, based upon or attributable to a pattern or practice of discrimination by any Insured:

- (a) in denying new, renewal or replacement coverage; refusing to renew or canceling any policy or program of insurance, reinsurance, bonds or indemnity, including but not limited to, annuities, endowments, pension contracts and risk management self-insurance programs, pools or similar programs (each such policy or program being an "Insurance Contract");
- (b) in refusing or failing to pay, or in delaying the payment of, benefits due or alleged to have been due under any Insurance Contract; or
- (c) for any lack of good faith or fair dealing in the handling of any claim or obligation arising out of or under any Insurance Contract;

on the basis of race, marital status, national origin, age, religion, disability, receipt of public assistance, or postal zip codes, regardless of the applicant's credit or claims record, with respect to persons or properties in specified geographic areas; including, but not limited to, any actual or alleged violations of any federal, state, local or foreign law, rule or regulation.

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This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**REDLINING EXCLUSION
NOT INDUSTRY SPECIFIC**

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for Loss in connection with any "Redlining Claim" (as defined below) made against any Insured.

Solely with respect to this Endorsement, the term "Redlining Claim" means any Claim alleging, arising out of, based upon or attributable to a pattern or practice of denying, failing to offer or increasing the cost of services, such as banking or insurance, either (i) to residents of certain areas or (ii) on the basis of race, religion, gender, age, familial (if there are children in a family) or marital status, sexual preference, receipt of public assistance, postal zip codes, disability, or national or ethnic origin. "Redlining Claim" includes, but is not limited to, discrimination in lending, insurance or other financial professional services or the marketing thereof; or any actual or alleged violations of the Fair Housing Act, the Equal Credit Opportunity Act, regulations relating thereto, or other foreign, federal, state or local law, rule or regulation applicable to redlining or other discrimination against customers or potential customers in connection with financial services.

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forms a part of

Policy number

Issued to:

By:

**RELIANCE
EPLI-STANDARD**

In consideration of the premium charged, it is hereby understood and agreed that this policy is issued in reliance upon the statements made in, attachments to and materials furnished with all Employment Practices Liability Insurance applications or requests furnished to the Insurer, including prior insurance applications or requests, and all statements made in, attachments to and materials incorporated in the following documents:

- 1.
- 2.
- 3.
- 4.
- 5.

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Issued to:

By:

RELIANCE UPON APPLICATION MADE TO ANOTHER CARRIER

In consideration of the premium charged, it is hereby understood and agreed as follows:

- 1. In granting this coverage, the Insurer has relied upon the Competitor’s Application and the statements, warranties and representations contained therein as being accurate and complete as of the Date Signed. The Insureds extend any warranties and representations in the Competitor’s Application to the Insurer and further warrant and represent to the Insurer that the statements and representations made in the Competitor’s Application were accurate and complete on the Date Signed. All such statements and representations shall be deemed to be material to the risk assumed by the Insurer, are the basis of this policy and are to be considered as incorporated into this policy.
- 2. “Competitor’s Application” means the application of the Named Applicant(s) to the Other Carrier for the Type of Coverage reflected in the table below:

Named Applicant(s)	Other Carrier	Type of Coverage	Date Signed

If such application form was submitted to the Other Carrier in connection with a renewal of coverage, then “Competitor’s Application” shall also mean all previous policy application forms submitted to that Other Carrier for any policy of which this policy is a renewal, replacement or succeeds in time. “Competitor’s Application” also means all the materials submitted with or incorporated by reference into any of the application forms referenced above.

- 3. “Application” shall also mean the Competitor’s Application.

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Issued to:

By:

**RETENTION
SEPARATE PER CLAIM RETENTION FOR CLASS ACTIONS**

In consideration of the premium charged, it is hereby understood and agreed, that the Item of the Declarations entitled "RETENTION" is deleted in its entirety and replaced with the following:

ITEM 5. RETENTION:

ALL CLAIMS

Judgments, Settlements and
Defense Costs (non-Indemnifiable Loss) None

CLASS ACTION CLAIMS

Judgments, Settlements and Defense Costs
(Company and Indemnifiable Loss) \$ _____
for Loss arising from Class Action
Claims alleging the same
Employment Practices Violation or
related Employment Practices
Violation

ALL OTHER CLAIMS

Judgments, Settlements and Defense Costs
(Company and Indemnifiable Loss) \$ _____
for Loss arising from Claims, other
than Class Action Claims, alleging
the same Employment Practices
Violation or related Employment
Practices Violation

Solely for the purposes of this endorsement, the term "Class Action Claim" means any Claim brought by or on behalf of an actual or alleged class (whether or not certified as such); or by the Equal Employment Opportunity Commission (EEOC) or any similar foreign, state, county or local body on behalf of any group of three or more complainants, plaintiffs or potentially aggrieved parties.

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Policy number

Issued to:

By:

**RUN-OFF
AUTOMATIC-PREMIUM TBD**

In consideration of the additional premium charged it is hereby understood and agreed that as of the effective time of the "Run-Off Transaction" (the "Effective Time") and conditioned upon the timely payment of the additional premium stated in Item 3 below, this policy shall be amended as follows:

- (1) This policy shall continue in full force and effect as to Employment Practices Violations occurring prior to or at the Effective Time, but there shall be no coverage afforded by any provision of this policy for any actual or alleged Employment Practices Violation occurring after the Effective Time.
- (2) The Section of the policy entitled, "DISCOVERY CLAUSE" is hereby deleted in its entirety and replaced by the following:

RUN-OFF COVERAGE CLAUSE

The Named Entity shall have the right to a period of [Alt 1: specific, limited period—word for number, then put number in parentheses followed by "years" (like "three (3) years"), or Alt 2: "unlimited duration"] following the Effective Time (the "Discovery Period") in which to give written notice to the Insurer of Claims first made against the Insureds during the Discovery Period for any Employment Practices Violation occurring at or prior to the Effective Time and otherwise covered by this policy. In all events such rights shall be conditioned upon the Named Entity paying, when due, the additional premium set forth in paragraph (3) of this endorsement.

- (3) The additional premium for the Discovery Period (the "Run-Off Premium") shall be a reasonable premium amount to be mutually agreed upon by the Insured and the Insurer, provided that the Insurer shall contemplate a credit to the Insured of any Remaining Pro-Rata Premium of this policy.

- (4) As used in this endorsement:

"Remaining Pro-Rata Premium" shall be determined by multiplying the Daily Premium by the Remaining Policy Period.

"Daily Premium" means the total Policy Period premium of this policy divided by total number of days in the Policy Period.

"Remaining Policy Period" means the number of days between the Effective Time and the expiration date of the Policy Period.

"Run-Off Transaction" means a "Transaction" as defined in the Section of the policy entitled, "CHANGE IN CONTROL."

- (5) The Discovery Period shall be subject to all the terms, conditions and limitations of this policy. The Discovery Period shall not provide coverage for any actual or alleged Employment Practices Violation(s) occurring after the Effective Time.

- (6) The Limit of Liability for the Discovery Period shall be part of and not in addition to the remaining Limit of Liability of this policy as of the Effective Time. In no way shall this endorsement be construed to reinstate, renew or increase the Limit of Liability for this policy or the Discovery Period.
- (7) The Section of the policy entitled, "CANCELLATION CLAUSE" of this policy (and any endorsement or amendatory amending such Clause) shall be amended to indicate that this policy may not be canceled by either the Named Entity or the Insurer (except by the Insurer for failure to pay premium after 15 days notice), and the entire premium for this policy and the additional premium described above shall be deemed earned as of the Effective Time.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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forms a part of

Policy number

Issued to:

By:

**RUN-OFF ENDORSEMENT
AUTOMATIC-PREPAID**

In consideration of the additional premium charged it is hereby understood and agreed that as of the effective time of the "Run-Off Transaction" (the "Effective Time"), this policy shall be amended as follows:

- (1) This policy shall continue in full force and effect as to Employment Practices Violations occurring prior to or at the Effective Time, but there shall be no coverage afforded by any provision of this policy for any actual or alleged Employment Practices Violation occurring after the Effective Time.
- (2) The Section of the policy entitled, "DISCOVERY CLAUSE" is hereby deleted in its entirety and replaced by the following:

RUN-OFF COVERAGE CLAUSE

The Named Entity shall have the right to a period of [Alt 1: specific, limited period—word for number, then put number in parentheses followed by "years" (like "three (3) years"), or Alt 2: "unlimited duration"] following the Effective Time (the "Discovery Period") in which to give written notice to the Insurer of Claims first made against the Insureds during the Discovery Period for any Employment Practices Violation occurring at or prior to the Effective Time and otherwise covered by this policy.

- (3) "Run-Off Transaction" means a "Transaction" as defined in the Section of the policy entitled, "CHANGE IN CONTROL."
- (4) The Discovery Period shall be subject to all the terms, conditions and limitations of this policy.
- (5) The Limit of Liability for the Discovery Period shall be part of and not in addition to the remaining Limit of Liability of this policy as of the Effective Time. In no way shall this endorsement be construed to reinstate, renew or increase the Limit of Liability for this policy or the Discovery Period.
- (6) The Section of the policy entitled, "CANCELLATION CLAUSE" of this policy (and any endorsement or amendatory amending such Clause) shall be amended to indicate that this policy may not be canceled by either the Named Entity or the Insurer, and the entire premium for this policy shall be deemed earned as of the Effective Time.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**RUN-OFF
AUTOMATIC-PRESET PREMIUM PERCENTAGE**

In consideration of the additional premium charged it is hereby understood and agreed that as of the effective time of the "Run-Off Transaction" (the "Effective Time") and conditioned upon the timely payment of the additional premium stated in Item 3 below, this policy shall be amended as follows:

- (1) This policy shall continue in full force and effect as to Employment Practices Violations occurring prior to or at the Effective Time, but there shall be no coverage afforded by any provision of this policy for any actual or alleged Employment Practices Violation occurring after the Effective Time.
- (2) The Section of the policy entitled, "DISCOVERY CLAUSE" is hereby deleted in its entirety and replaced by the following:

RUN-OFF COVERAGE CLAUSE

The Named Entity shall have the right to a period of [Alt 1: specific, limited period—word for number, then put number in parentheses followed by "years" (like "three (3) years"), or Alt 2: "unlimited duration"] following the Effective Time (the "Discovery Period") in which to give written notice to the Insurer of Claims first made against the Insureds during the Discovery Period for any Employment Practices Violation occurring at or prior to the Effective Time and otherwise covered by this policy. In all events such rights shall be conditioned upon the Named Entity paying, when due, the additional premium set forth in paragraph (3) of this endorsement.

- (3) The additional premium for the Discovery Period (the "Run-Off Premium") shall be an amount equal to [XX]% of the Full Annual Premium less any Remaining Pro-Rata Premium of this policy.
- (4) As used in this endorsement:

"Full Annual Premium" means the premium level in effect immediately prior to the end of the Policy Period.

"Remaining Pro-Rata Premium" shall be determined by multiplying the Daily Premium by the Remaining Policy Period.

"Daily Premium" means the total Policy Period premium of this policy divided by total number of days in the Policy Period.

"Remaining Policy Period" means the number of days between the Effective Time and the expiration date of the Policy Period.

"Run-Off Transaction" means a "Transaction" as defined in the Section of the policy entitled, "CHANGE IN CONTROL."

- (5) The Discovery Period shall be subject to all the terms, conditions and limitations of this policy. The Discovery Period shall not provide coverage for any actual or alleged Employment Practices Violation(s) occurring after the Effective Time.
- (6) The Limit of Liability for the Discovery Period shall be part of and not in addition to the remaining Limit of Liability of this policy as of the Effective Time. In no way shall this endorsement be construed to reinstate, renew or increase the Limit of Liability for this policy or the Discovery Period.
- (7) The Section of the policy entitled, "CANCELLATION CLAUSE" of this policy (and any endorsement or amendatory amending such Clause) shall be amended to indicate that this policy may not be canceled by either the Named Entity or the Insurer (except by the Insurer for failure to pay premium after 15 days notice), and the entire premium for this policy and the additional premium described above shall be deemed earned as of the Effective Time.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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forms a part of

Policy number

Issued to:

By:

**RUN-OFF
SELLER/BUYER MERGER**

In consideration of the additional premium of \$ _____, (which shall be fully earned at the inception date of this endorsement) it is hereby understood and agreed that as of the time and date designated as the effective time of the merger or acquisition (hereinafter the "Effective Time") in the merger agreement or plan of merger or similarly titled contract executed by and between Seller, Buyer or Buyer's Acquisition Company, dated as of [insert agreement date] including any amendments or revisions thereto, (the "Merger Agreement") the following provisions shall apply and be added to the policy:

I.

The Section of the policy entitled INSURING AGREEMENTS is hereby deleted in its entirety and replaced by the following:

1. INSURING AGREEMENTS

This policy shall pay the Loss of:

- (1) each and every Insured arising from a Claim first made against such Insured;
and
- (2) the Company, or in the event the Company no longer exists as a legal entity, the Buyer or Buyer's Acquisition Company, or successor company thereof arising from a Claim first made against an Individual Insured:

during the Policy Period or the Discovery Period and reported to the Insurer pursuant to the terms of this policy for any actual or alleged Employment Practices Violation occurring on or prior to the Effective Time, but, in the case of (2) above, only when and to the extent that the Company, the Buyer, the Buyer's Acquisition Company or any respective successor company thereof has indemnified the Individual Insureds for such Loss pursuant to law, common or statutory, or contract, the Merger Agreement, or the charter or by-laws of the Company, the Buyer, the Buyer's Acquisition Company or any successor company thereof, or any Subsidiary or affiliate the foregoing duly effective under the law which determines and defines such rights of indemnity.

DEFENSE PROVISIONS

The Insurer does not assume any duty to defend, provided, however, the Named Entity may at its sole option tender the defense of a Claim for which coverage is provided by this policy to the Insurer in accordance with Clause 8 of the policy. Regardless of whether the defense is so tendered, the Insurer shall advance Defense Costs of such Claim prior to its final disposition. Selection of counsel to defend a "Designated Employment Practices Claim" shall be made in accordance with Clause 9 of the policy.

II.

The first paragraph of the Section of the policy entitled RETENTION CLAUSE is hereby deleted in its entirety and replaced by the following:

RETENTION CLAUSE

The Insurer shall only be liable for the amount of Loss arising from a Claim which is in excess of the Retention amount stated in Item 5 of the Declarations under the title, "RETENTION." Such Retention amount is to be borne by the Company, Buyer or Buyer's Acquisition Company and/or the Insured(s) and shall remain uninsured, with regard to all Loss: (i) for which the Company or Buyer or Buyer's Acquisition Company has indemnified or is permitted or required to indemnify the Individual Insured(s) ("Indemnifiable Loss"); or (ii) of the Company. A single Retention amount shall apply to Loss arising from all Claims alleging the same Employment Practices Violation or related Employment Practices Violation.

III.

The Section of the policy entitled, "DEFENSE COSTS, SETTLEMENTS, JUDGMENTS (INCLUDING THE ADVANCEMENT OF DEFENSE COSTS)," and paragraph (i) of the Section of the policy entitled, "EXCLUSIONS," are both amended as follows:

Whenever the term "Company" appears, it is hereby substituted with the terms "Company, Buyer or Buyer's Acquisition Company, or successor company thereof or any subsidiary or affiliate thereof."

IV.

The Section of the policy entitled, "DISCOVERY CLAUSE" is deleted in its entirety and replaced by the following:

RUN-OFF COVERAGE CLAUSE

The Named Entity shall have the right to a period of [Alt 1: specific, limited period—word for number, then put number in parentheses followed by "years" (like "three (3) years"), or Alt 2: "unlimited duration"] following the Effective Time (the "Discovery Period") in which to give written notice to the Insurer of Claims first made against the Insureds during the Discovery Period for any Employment Practices Violation occurring at or prior to the Effective Time and otherwise covered by this policy. In all events such rights shall be conditioned upon the Named Entity paying, when due, the additional premium set forth in paragraph (3) of this endorsement.

V.

The Section of the policy entitled CANCELLATION CLAUSE is deleted in its entirety and replaced by the following:

This policy may not be canceled by the Named Entity or by the Insurer except as indicated below.

Notwithstanding the foregoing, this policy may be canceled by or on the behalf of the Insurer only in the event of nonpayment of premium by the Named Entity. In the event of non-payment of premium by the Named Entity, the Insurer may cancel this policy by delivering to the Named Entity or by mailing to the Named Entity, by registered, certified, or other first class mail, at the Named Entity's address as shown in Item 1 of the Declarations, written notice stating when, not less than 30 days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice. The Policy Period terminates at the date and hour specified in such notice, or at the date and time of surrender.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the 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 premium charged for this endorsement shall be fully earned as of the Effective Time.

VI.

The Section of the policy entitled CHANGE IN CONTROL OF NAMED ENTITY, is deleted in its entirety.

VII.

This policy shall continue in full force and effect as to Employment Practices Violations occurring prior to or at the Effective Time, but there shall be no coverage afforded by any provision of this policy for any actual or alleged Employment Practices Violation occurring after the Effective Time.

VIII.

Solely for the purposes of this endorsement, the following definitions are hereby added:

"Seller" means [REDACTED]

"Buyer" means [REDACTED]

"Buyer's Acquisition Company" means [REDACTED]

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

RUN-OFF STANDARD

In consideration of the additional premium of \$ _____, (which shall be fully earned at the inception date of this endorsement) it is hereby understood and agreed that as of [OPTION 1: [Insert mm/dd/yyyy]", at " [Insert h:mm am/pm], if known; or OPTION 2: describe effective time of the triggering event (like, "the effective time of the Widget Purchase described in the Widget Purchase Agreement dated September XX, 20XX among ABC Company, XYZ Company and Finance Company") (hereinafter the "Effective Time"), this policy shall be amended as follows:

I.

The Section of the policy entitled DISCOVERY CLAUSE is deleted in its entirety and replaced by the following:

RUN-OFF COVERAGE CLAUSE

The Named Entity shall have the right to a period of [Alt 1: specific, limited period—word for number, then put number in parentheses followed by "years" (like "three (3) years"), or Alt 2: "unlimited duration"] following the Effective Time (the "Discovery Period") in which to give written notice to the Insurer of any Claim(s) first made against any Insured(s) during the Discovery Period for any Employment Practices Violation(s) occurring on or prior to the Effective Time and otherwise covered by this policy.

II.

The Section of the policy entitled CANCELLATION CLAUSE is deleted in its entirety and replaced by the following:

This policy may not be canceled by the Named Entity or by the Insurer except as indicated below.

Notwithstanding the foregoing, this policy may be canceled by or on the behalf of the Insurer only in the event of nonpayment of premium by the Named Entity. In the event of non-payment of premium by the Named Entity, the Insurer may cancel this policy by delivering to the Named Entity or by mailing to the Named Entity, by registered, certified, or other first class mail, at the Named Entity's address as shown in Item 1 of the Declarations, written notice stating when, not less than 15 days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice. The Policy Period terminates at the date and hour specified in such notice, or at the date and time of surrender.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the 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 premium charged for this endorsement shall be fully earned as of the Effective Time.

III.

The Section of the policy entitled, "CHANGE IN CONTROL OF NAMED ENTITY," is deleted in its entirety.

IV.

Notwithstanding any other provision of this policy, the Insurer shall not be liable to make any payment for Loss in connection with any Claim arising out of, based upon or attributable to any Employment Practices Violation(s) occurring after the Effective Time.

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forms a part of

Policy number

Issued to:

By:

**SAME GENDER HARASSMENT
EXPRESS COVERAGE**

In consideration of the premium charged, it is hereby understood and agreed that subparagraph (2) of the definition of "Employment Practices Violation" is amended to read as follows:

- (2) harassment (including sexual harassment, whether "quid pro quo", hostile work environment or otherwise, including "same gender" sexual harassment);

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Issued to:

By:

SETTLEMENT OPPORTUNITY PROVISION AMENDATORY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that in Clause **8. DEFENSE COSTS, SETTLEMENTS, JUDGMENTS (INCLUDING THE ADVANCEMENT OF DEFENSE COSTS)**, the eighth paragraph is deleted in its entirety and replaced with the following:

Furthermore, in the event the Insureds do not consent to the first Settlement Opportunity within the time prescribed, then the Insurer's liability for all Loss on account of such Claim shall not exceed: (1) the amount for which the Insurer could have settled such Claim plus Defense Costs incurred as of the date such settlement was proposed in writing by the Insurer, ("Settlement Opportunity Amount") plus (2) ~~60%~~ 60% of covered Loss in excess of such Settlement Opportunity Amount, it being a condition of this insurance that the remaining ~~40%~~ 40% of such Loss excess of the Settlement Opportunity Amount shall be carried by the Company and the Insureds at their own risk and be uninsured. Notwithstanding the foregoing, this paragraph shall not apply until the Settlement Opportunity Amount exceeds the Retention amount stated in Item 5 of the Declarations.

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Issued to:

By:

SETTLEMENT WITHIN RETENTION

In consideration of the premium charged, it is hereby understood and agreed that Notwithstanding Clause 8, DEFENSE COSTS, SETTLEMENTS, JUDGMENTS (INCLUDING THE ADVANCEMENT OF DEFENSE COSTS), if all Insured defendants are able to dispose of all Claims which are subject to one Retention amount for an amount (inclusive of Defense Costs) not exceeding such Retention amount, then the Insurer's consent shall not be required to settle such Claims.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

SEVERABILITY OF THE APPLICATION

In consideration of the premium charged, it is hereby understood and agreed that the following Clause is added to the policy at the end thereof:

SEVERABILITY

In granting coverage under this Policy, it is agreed that the Insurer has relied upon the statements, warranties and representations contained in the Application as being accurate and complete. All such statements, warranties and representations are the basis for this policy and are to be considered as incorporated into this policy.

The Insureds agree that in the event that the statements, warranties and representations contained in the Application are not accurate and complete and materially affect either the acceptance of the risk or the hazard assumed by the Insurer under the policy, then this policy shall be void *ab initio* solely with respect to any of the following Insureds:

- (1) any Individual Insured who knew as of the inception date of the Policy Period the facts that were not accurately and completely disclosed in the Application,
- (2) a Company with respect to Indemnifiable Loss, to the extent it indemnifies any Individual Insured referenced in (1) above, and
- (3) a Company with respect to Loss of a Company (other than Indemnifiable Loss), if any past or present president, chief executive officer, risk manager, human resources manager or general counsel (or any equivalent position) of a Company knew as of the inception date of the Policy Period, the facts that were not accurately and completely disclosed in the Application,

whether or not such Individual Insured or positions of a Company knew that such facts were not accurately and completely disclosed in the Application.

Solely with respect to the coverage provided by this endorsement, Clause 2. DEFINITIONS is hereby amended by adding the following definitions at the end of that Clause:

"Application" means each and every signed application, any attachments to such applications, other materials submitted therewith or incorporated therein and any other documents submitted in connection with the underwriting of this policy or the underwriting of any other employment practices (or equivalent) liability policy issued by the Insurer, or any of its affiliates, of which this policy is a renewal, replacement or which it succeeds in time, and any public documents filed by a Company with any federal, state, local or foreign regulatory agency (including but not limited to the Securities and Exchange Commission).

“Indemnifiable Loss” means Loss for which the Company has indemnified or is permitted or required to indemnify the Individual Insureds.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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forms a part of

Policy number

Issued to:

By:

**SEVERABILITY OF THE APPLICATION
NON-MANAGEMENT EMPLOYEES**

In granting coverage under this Policy, it is hereby understood and agreed that the Insurer has relied upon the statements, warranties and representations contained in the application for this policy and any and in any attachments thereto, and in any other materials submitted therewith or referred to or incorporated therein (the, "Policy Application") and, if this is a renewal application, in all such previous policy applications for which this policy is a renewal (the, "Prior Policy Applications" and together with the Policy Application, the "Application")), as being accurate and complete. All such statements and representations shall be deemed to be material to the risk assumed by the Insurer, are the basis of this policy and are to be considered as incorporated into this policy.

The written application form for this policy shall be construed as separate applications for coverage by each Individual Insured. With respect to the declarations and statements contained in such written applications, no statement in the application, or knowledge possessed by any "Non-management Employee" of the Company shall be imputed to any other Individual Insured for the purpose of determining the availability of coverage with respect to any Claim made against such other Individual Insured.

As used in this endorsement, "Non-management Employee" shall not mean any director, officer, management committee member, member of the Board of Managers, partner, general partner, general counsel, risk manager or human resources manager of any Company.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM
of

forms a part

Policy number

Issued to:

By:

**SEVERABILITY OF APPLICATION
SIGNER IMPUTATION**

In granting coverage under this policy, it is hereby understood and agreed that the Insurer has relied upon the statements, warranties and representations contained in the application for this policy (hereinafter, "Policy Application") and in any attachments thereto, and in any other materials submitted therewith or referred to or incorporated therein (hereinafter, collectively referred to as "Documents") (and, if this is a renewal application, in all such previous policy applications for which this policy is a renewal (hereinafter, "Prior Policy Applications")) as being accurate and complete. (The Policy Application, Documents, and Prior Policy Applications are referred to collectively herein as the "Application.") All such statements, warranties and representations shall be deemed to be material to the risk assumed by the Insurer, are the basis of this policy and are to be considered as incorporated into this policy.

With respect to the statements, warranties and representations contained in the Application, no statement, warranty or representation in the Application, or knowledge or information possessed, by any Individual Insured, other than knowledge or information possessed by the person(s) executing the Policy Application and/or the Prior Policy Applications, and the General Counsel (or equivalent position) of the Named Entity, shall be imputed to any other Individual Insured for the purpose of determining the availability of coverage with respect to Claims made against such other Individual Insured.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**SPECIFIC ENTITIES EXCLUSION
CLAIMS MADE AGAINST THEM**

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable for any Loss in connection with any Claim(s) made against any Specific Entities and/or any past, present or future director, officer, partner, management committee member or trustee (or equivalent position) of any Specific Entity.

SPECIFIC ENTITIES

(includes any subsidiary or affiliate of any entity listed below)

- 1.
- 2.
- 3.
- 4.
- 5.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**SPECIFIC ENTITIES EXCLUSION
SUBSEQUENT ACTS**

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for Loss in connection with any Claim made against any of the Specific Entities and/or any Insured alleging any Employment Practices Violation(s) by any of the Specific Entities or any employee, leased employee, director, officer, management committee member, member of the Board of Managers, trustee or partner of any of the Specific Entities, that actually or allegedly occurred subsequent to the applicable Designated Subsequent Acts Date listed below.

SPECIFIC ENTITIES (includes any subsidiary or affiliate of any entity listed below)	DESIGNATED SUBSEQUENT ACTS DATE
---	--

- | | |
|---------------------|--------------|
| 1. [Name of entity] | [mm/dd/yyyy] |
| 2. | |
| 3. | |
| 4. | |
| 5. | |

ALL OTHER TERMS, CONDITIONS AND EXCLUSION REMAIN THE SAME.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**SPECIFIC ENTITY EXCLUSION
CLAIMS BROUGHT BY THEM**

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable for any Loss in connection with any Claim(s) brought by, in the right of or on behalf of any Specific Entities and/or any past, present or future directors, officers, employees, trustees, members of the Board of Managers, management committee members or partners thereof.

SPECIFIC ENTITIES

(includes any subsidiary or affiliate of any entity listed below)

- 1.
- 2.
- 3.
- 4.
- 5.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**SPECIFIC INVESTIGATION/CLAIM/LITIGATION/EVENT
OR ACT EXCLUSION**

In consideration of the premium charged, it is hereby understood and agreed that, without limiting the effectiveness of exclusions (c) or (d) of the policy, the Insurer shall not be liable to make any payment for Loss in connection with: (i) any of the Claim(s), notices, events, investigations or actions referred to in Event(s) (1) [through (X)] below; (hereinafter "Events"); (ii) the prosecution, adjudication, settlement, disposition, resolution or defense of: (a) any Event(s); or (b) any Claim(s) arising from any Event(s); or (iii) any Employment Practices Violation(s), underlying facts, circumstances, acts or omissions in any way relating to any Event(s).

EVENTS

- 1.
- 2.

The Insurer shall not be liable for any Loss in connection with any Claim alleging, arising out of, based upon, attributable to or in any way related directly or indirectly, in part or in whole, to an Interrelated Employment Practices Violation, regardless of whether or not such Claim involved the same or different Insureds, the same or different legal causes of action or the same or different claimants or is brought in the same or different venue or resolved in the same or different forum.

For the purposes of this endorsement an "Interrelated Employment Practices Violation" means: (i) any fact, circumstance, act or omission alleged in any Event and/or (ii) any Employment Practices Violation which is the same as or related to any Employment Practices Violation alleged in any Event.

ALL OTHER TERMS, CONDITIONS AND EXCLUSION REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**SPECIFIC INDIVIDUALS EXCLUSION
CLAIMS MADE BY THEM**

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for Loss in connection with any Claim brought by or on behalf of any Specific Individual.

For this endorsement only, "Specific Individual" means any individual listed as such below; any entity of which any listed Specific Individual serves as a director, officer, partner, management committee member or trustee (or equivalent position); any entity in which any a listed Specific Individual owns, or controls, five percent or more of an equity or a debt interest, either directly or indirectly; and/or any past, present or future director, officer, partner, management committee member or trustee (or equivalent position) of any entity referenced above.

SPECIFIC INDIVIDUALS

- 1.
- 2.
- 3.
- 4.
- 5.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

STATE AMENDATORY INCONSISTENT

In consideration of the premium charged, it is hereby understood and agreed as follows:

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

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**SUBSIDIARY
AUTO-SUB % AMENDED**

In consideration of the premium charged, it is hereby understood and agreed that Clause 2. DEFINITIONS, subparagraph (2) of the Definition of "Subsidiary" is hereby amended by increasing the automatic threshold from 10% to [XX]%.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**SUBSIDIARY
AUTO-SUB ON A ROLLING BASIS**

In consideration of the premium charged, it is hereby understood and agreed that Clause 2. DEFINITIONS, Definition of "Subsidiary" is amended by deleting paragraph (2) in its entirety and replacing it with the following:

- (2) automatically any for-profit organization whose assets total less than 10% of the total consolidated assets of the Company, determined as of the date such for-profit organization is created or acquired, and which for-profit organization becomes a Subsidiary during the Policy Period if the Named Entity provides the Insurer with full particulars of the new Subsidiary before the end of the Policy Period;

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**SUBSIDIARY
AUTO-SUB-ROLLING BASIS
VARIABLE %**

In consideration of the premium charged, it is hereby understood and agreed that Clause 2. DEFINITIONS, Definition of "Subsidiary" is amended by deleting paragraph (2) in its entirety and replacing it with the following:

- (2) automatically any for-profit organization whose assets total less than [XX]% of the total consolidated assets of the Company, determined as of the date such for-profit organization is created or acquired, and which for-profit organization becomes a Subsidiary during the Policy Period if the Named Entity provides the Insurer with full particulars of the new Subsidiary before the end of the Policy Period;

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

SUBSIDIARY CONTROL WORDING

In consideration of the premium charged, it is hereby understood and agreed as follows:

Clause 2. DEFINITIONS, the Definition of "Subsidiary" is hereby deleted in its entirety and replaced by the following:

"Subsidiary" means:

- (1) any for-profit organization which, on or before the inception of the Policy Period, is Controlled by the Named Entity, either directly, or indirectly through one or more of its Subsidiaries;
- (2) automatically any for-profit organization whose assets total less than 10% of the total consolidated assets of the Company as of the inception date of this policy and which becomes a Subsidiary during the Policy Period. The Named Entity shall provide the Insurer with full particulars of the new Subsidiary before the end of the Policy Period; or
- (3) an organization which becomes a Subsidiary during the Policy Period (other than a for-profit organization described in paragraph (2) above) but only upon the condition that within ninety (90) days of its becoming a Subsidiary, the Named Entity shall have provided the Insurer with full particulars of the new Subsidiary and agreed to any additional premium or amendment of the provisions of this policy required by the Insurer relating to such new Subsidiary. Further, coverage as shall be afforded to the new Subsidiary is conditioned upon the Named Entity paying when due any additional premium required by the Insurer relating to such new Subsidiary.

An organization becomes a Subsidiary when the Named Entity Controls such Subsidiary, either directly, or indirectly through one or more of its Subsidiaries. An organization ceases to be a Subsidiary when the Named Entity ceases to Control such Subsidiary, either directly, or indirectly through one or more of its Subsidiaries.

In all events, coverage as is afforded under this policy with respect to a Claim made against Individual Insureds of any Subsidiary, or a Claim made against any Subsidiary, shall only apply to Employment Practices Violations committed or allegedly committed after the effective time that such Subsidiary became a Subsidiary and prior to the time that such Subsidiary ceased to be a Subsidiary.

The Insurer shall be required to provide to the Insurer a list of all Subsidiaries prior to the end of the Policy Period.

Solely for the purposes of this endorsement the term "Control" means: (1) owning more than a 50% equity interest; or (2) owning at least a 25% equity interest and possessing the power to elect the general partner, or more than a majority of the Board of Directors, the management committee members or the members of the management board.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**SUBSIDIARY
CONTROL WORDING WITH 60 DAY AUTO-COVERAGE**

In consideration of the premium charged, it is hereby understood and agreed as follows:

Clause 2. DEFINITIONS, the Definition of "Subsidiary" is hereby deleted in its entirety and replaced by the following:

"Subsidiary" means:

- (1) any for-profit organization which, on or before the inception of the Policy Period, is Controlled by the Named Entity, either directly, or indirectly through one or more of its Subsidiaries;
- (2) automatically any for-profit organization whose assets total less than 10% of the total consolidated assets of the Company as of the inception date of this policy and which becomes a Subsidiary during the Policy Period. The Named Entity shall provide the Insurer with full particulars of the new Subsidiary before the end of the Policy Period; or
- (3) an organization which becomes a Subsidiary during the Policy Period (other than a for-profit organization described in paragraph (2) above), but only for a period of sixty (60) days from the date such organization becomes a Subsidiary and only upon the condition that such Subsidiary is reported to the Insurer, in writing, before the end of the Policy Period. The Insurer shall extend coverage for such new Subsidiary beyond such sixty (60) day period only upon the condition that within 60 days of its becoming a Subsidiary, the Named Entity shall have provided the Insurer with full particulars of the new Subsidiary and agreed to any additional premium or amendment of the provisions of this policy required by the Insurer relating to such new Subsidiary. Further, coverage as shall be afforded to the new Subsidiary is conditioned upon the Named Entity paying when due any additional premium required by the Insurer relating to such new Subsidiary.

An organization becomes a Subsidiary when the Named Entity Controls such Subsidiary, either directly, or indirectly through one or more of its Subsidiaries. An organization ceases to be a Subsidiary when the Named Entity ceases to Control such Subsidiary, either directly, or indirectly through one or more of its Subsidiaries.

In all events, coverage as is afforded under this policy with respect to a Claim made against Individual Insureds of any Subsidiary, or a Claim made against any Subsidiary, shall only apply to Employment Practices Violations committed or allegedly committed after the effective time that such Subsidiary became a Subsidiary and prior to the time that such Subsidiary ceased to be a Subsidiary.

The Insurer shall be required to provide to the Insurer a list of all Subsidiaries prior to the end of the Policy Period.

Solely for the purposes of this endorsement the term "Control" means: (1) owning more than a 50% equity interest; or (2) owning at least a 25% equity interest and possessing the power to elect the general partner, or more than a majority of the Board of Directors, the management committee members or the members of the management board.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**SUBSIDIARY
UNKNOWN PRIOR ACTS COVERAGE**

In consideration of the premium charged, it is hereby understood and agreed that Clause 2. DEFINITIONS, the Definition of "Subsidiary" is amended by adding the following new paragraph at the end thereof:

Notwithstanding the above, with respect to any entity that automatically became a "Subsidiary" during the Policy Period pursuant to subparagraph (2) of this Definition of "Subsidiary," coverage as is afforded under this policy shall extend to Loss arising from a Claim for any actual or alleged Employment Practices Violations committed or allegedly committed prior to the time that Subsidiary became a Subsidiary; provided, however that such extension shall only apply with respect to Loss arising from Claims made against:

- (i) the Subsidiary; or
- (ii) any Individual Insured of the Subsidiary, solely to the extent that such Individual Insured is indemnified for such Loss by any Company.

This extension of coverage does not extend to Loss arising from a Claim for any actual or alleged Employment Practices Violations which, at or prior to the time that entity became a Subsidiary, were known to the Subsidiary, any other Company, or any Director or executive Officer of any Company or of the entity before it became a Subsidiary.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**TENDERED DEFENSE-CHOICE OF COUNSEL
PANEL COUNSEL FIRM**

In consideration of the premium charged, it is hereby understood and agreed that the third paragraph of the Clause entitled "**PRE-AUTHORIZED DEFENSE ATTORNEYS FOR DESIGNATED EMPLOYMENT PRACTICES CLAIMS**" is hereby deleted in its entirety and replaced by the following.

In the event the Insurer has assumed the defense of a Claim pursuant to the DEFENSE COSTS, SETTLEMENTS, JUDGMENTS (INCLUDING THE ADVANCEMENT OF DEFENSE COSTS) Clause of this policy, then the Insurer shall select a Panel Counsel Firm to defend the Insureds. Upon the written request of the Named Entity, the Insurer may consent to a Panel Counsel Firm selected by the Named Entity, to defend the Insureds, which consent shall not be unreasonably withheld.

In the event the Insureds are defending a Designated Employment Practices Claim, then the Insureds shall select a Panel Counsel Firm to defend the Insureds.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**THIRD-PARTY CLAIMS
COVERAGE DELETED**

In consideration of the premium charged, it is hereby understood and agreed that the policy (including, but not limited to, any of its other endorsements that do not expressly refer to this endorsement--whether such other endorsement precedes or succeeds this endorsement numerically, in the order of attachment, effective time or otherwise), is modified as necessary to provide as follows:

1. The paragraph of the Definition of "Employment Practices Violation(s)" which begins with "With respect to any customer(s), client(s) . . ." is hereby deleted in its entirety.
2. The Insurer shall not be liable to make any payment for Loss in connection with any Claim: (i) made against an Insured by, on behalf of or in the right of any natural person or entity, other than an Employee of, or applicant for employment with, a Company or Outside Entity; or (ii) alleging, arising out of, based upon or attributable to 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 of any entity or natural person, other than with respect to an Employee of, or applicant for employment with, a Company or Outside Entity.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**THIRD PARTY CLAIMS
CONSUMER LENDING DISCRIMINATION**

In consideration of the premium charged, it is hereby understood and agreed that the definition of "Employment Practices Violation" is amended by adding at its end the following:

Notwithstanding anything in this policy to the contrary, no coverage shall be provided for any Claim alleging an Employment Practices Violation filed by a customer or client alleging, arising out of, based upon or attributable to violations of any of the responsibilities, obligations or duties imposed by any banking, lending, insurance or consumer protection law, including but not limited to, the Community Reinvestment Act, the Equal Credit Opportunity Act, the Fair Housing Act, the Home Ownership and Equity Protection Act, or any violation of any federal, state, local or foreign statutory law or common law that governs the same topic or subject and any rules, regulations or amendments thereto.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**THIRD-PARTY CLAIMS
SEPARATE PER CLAIM RETENTION**

In consideration of the premium charged herein it is understood and agreed that Item 5. RETENTION is deleted in its entirety and replaced with the following:

ITEM 5. RETENTION:

Judgments, Settlements and Defense Costs (non-Indemnifiable Loss) None

All Claims (other than Third-Party Claims):
Judgments, Settlements and Defense Costs (Company and Indemnifiable Loss) \$ _____
for Loss arising from Claims alleging the same Employment Practices Violation or related Employment Practices Violation

Third-Party Claims:
Judgments, Settlements and Defense Costs (Company and Indemnifiable Loss) \$ _____
for Loss arising from Claims alleging the same Third Party Employment Practices Violation or related Third Party Employment Practices Violation

For the purposes of this endorsement, "Third-Party Claim" means any Claims alleging, arising out of, based upon or attributable to any Employment Practices Violation described in the paragraph of the Definition of "Employment Practices Violation(s)" which begins with "With respect to any customer(s), client(s)"

ALL OTHER TERMS CONDITIONS AND EXCLUSIONS SHALL REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**THIRD PARTY CLAIMS
SUBLIMIT**

In consideration of the premium charged, it is hereby understood and agreed that this policy shall not cover any Loss in excess of the \$X,XXX,000 maximum limit of the Insurer's liability under this policy for covered Loss, in the aggregate, arising from Claims by anyone, other than an Employee of the Company or an Outside Entity or applicant for employment with the Company or an Outside Entity (the "Third-Party Claim Sublimit").

The Third-Party Claim Sublimit shall be part of and not in addition to the aggregate Limit of Liability and will in no way serve to increase the Insurer's Limit of Liability under this policy.

ALL OTHER TERMS CONDITIONS AND EXCLUSIONS SHALL REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

WORLDWIDE TERRITORY

In consideration of the premium charged, it is hereby understood and agreed that the following Clause is added to the policy:

WORLDWIDE TERRITORY

Where permitted by law, this policy shall apply anywhere in the world.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This Endorsement, effective at 12:01 A.M. forms a part of

Policy No:

Issued To:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT

ARKANSAS

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

This policy is amended as follows:

1. The definition of "Loss" in Clause 2. **DEFINITIONS** is modified to the extent necessary to provide the following:

"Punitive and exemplary damages" means any damages that have been or may be imposed to punish a wrongdoer and to deter others from similar conduct, whether or not such damages may also have a compensatory element or impact.

2. Clause 5. **LIMIT OF LIABILITY (FOR ALL LOSS – INCLUDING DEFENSE COSTS)** and Clause 7. **NOTICE/CLAIM REPORTING PROVISIONS** are modified to the extent necessary to provide the following:

The Limit of Liability for Claims first made and reported during the Discovery Period shall be the greater of:

- (i) the amount of coverage remaining under the Limit of Liability at the expiration of the Policy Period; or
- (ii) fifty percent (50%) of the policy's aggregate Limit of Liability in effect at the inception of the Policy Period;

provided, however, that any payment of Loss for any Claim deemed first made and reported during the Discovery Period shall reduce the policy aggregate Limit of Liability for all Loss arising out of all Claims.

3. Clause 10. **DISCOVERY CLAUSE** is modified to the extent necessary to provide the following:

- (a) The right to a Discovery Period applies in the event the Named Entity or the Insurer cancels or refuses to renew the policy for any reason.

- (b) The Named Entity shall have the right to a period of sixty (60) days after the effective date of cancellation or nonrenewal (herein referred to as the "Automatic Discovery Period") at no additional premium in which to give to the Insurer written notice pursuant to Clauses 7(a) and 7(c) of the policy of: (i) Claims first made against an Insured; and (ii) circumstances of which the Organization or an Insured shall become aware, in either case during the Automatic Discovery Period and solely with respect to any Employment Practices Violation occurring prior to the end of the Policy Period and otherwise covered by this policy.
 - (c) The Insurer shall advise the Named Entity of the availability of, the premium for, and the importance of purchasing the Discovery Period.
 - (d) The premium for the Discovery Period shall be based upon the rates and rating rules in effect at the inception date of the Policy Period.
 - (e) The Named Entity shall be provided, upon written request, the following loss information within thirty (30) days of the Named Entity's written request or within fifteen (15) days after the notice of cancellation or nonrenewal is issued:
 - 1. aggregate information in total for closed Claims, including the date and description of any Employment Practices Violations, and any paid Losses;
 - 2. aggregate information in total for open Claims, including the date, description of any Employment Practices Violations, amount of any payments if any, and estimate of Loss if any; and
 - 3. any information on any notified occurrence, including the date, description of any occurrence, and estimate of Loss if any.
4. Clause 17. **ALTERNATIVE DISPUTE RESOLUTION PROCESS** is modified to the extent necessary to provide the following:
- (a) The decision to enter into the ADR process shall be mutual between the Insurer and the Insured.
 - (b) If arbitration is selected as the ADR process, the decision of the arbitrators shall be non-binding.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

SERFF Tracking Number: *AGNY-125275062* *State:* *Arkansas*
First Filing Company: *American Home Assurance Company, ...* *State Tracking Number:* *AR-PC-07-025902*
Company Tracking Number: *AIC-07-EPLI-02*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0010 Employment Practices Liability*
Product Name: *Employment Practices Liability Insurance*
Project Name/Number: *Employment Practices Liability Insurance Endorsements/AIC-07-EPLI-02*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: AGNY-125275062 State: Arkansas
First Filing Company: American Home Assurance Company, ... State Tracking Number: AR-PC-07-025902
Company Tracking Number: AIC-07-EPLI-02
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0010 Employment Practices Liability
Product Name: Employment Practices Liability Insurance
Project Name/Number: Employment Practices Liability Insurance Endorsements/AIC-07-EPLI-02

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 11/21/2007

Comments:

Attachment:

08-28-07- PCTD-1.pdf

Satisfied -Name: Forms Lisiting **Review Status:** Approved 11/21/2007

Comments:

Attachment:

Form Listing.pdf

Property & Casualty Transmittal Document (Revised 1/1/05)**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 #
	American International Group, Inc.	012

4.	Company Name(s)	Domicile	NAIC #	FEIN #
	American Home Assurance Company	NY	19380	13-5124990
	American International South Insurance Company	PA	40258	02-6008643
	AIG Casualty Company	PA	19402	25-1118791
	Granite State Insurance Company	PA	23809	02-0140690
	National Union Fire Insurance Company of Pittsburgh, PA.	PA	19445	25-0687550
	New Hampshire Insurance Company	PA	23841	02-0172170

5.	Company Tracking Number	AIC-07-EPLI-02
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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
	Jameka Harris 175 Water Street, 17 th Floor New York, NY, 10038	Filings Analyst	(212)458-7056	(212)458-7077	jameka.harris@aig.com
7.	Signature of authorized filer				
8.	Please print name of authorized filer		Jameka Harris		

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

9.	Type of Insurance (TOI)	Commercial Other Liability			
10.	Sub-Type of Insurance (Sub-TOI)	17.0010 / Employment Practices Liability			
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]				
12.	Company Program Title (Marketing title)	Employment Practices Liability Insurance Endorsements			
13.	Filing Type Endorsement	<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			
14.	Effective Date(s) Requested	New:	September 28, 2007	Renewal:	September 28, 2007
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	August 28, 2007			
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 #	AIC-07-EPLI-02
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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This filing consists of three (3) applications and one hundred and fifty eight (158) endorsements to be used with the Employment Practices Liability Insurance Policy – Form No. 67548 (4/97).

Please refer to the attached Forms Listing for information about the forms included in this submission.

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]
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Check #:	00102363
Amount:	\$50.00

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

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

Form Listing

Form Title	Form No.	Form Type	New or Replacement	Form No. Being Replaced	Mandatory or Optional	Restricts, Broadens or Clarifies	Rate or Premium Impact	Description of Form
1 Application	72358 (5/07)	A	R	72358 (12/98)	M		No	A form on which the prospective insured states facts requested by the insurer on the basis of which, together with information from other sources, the insurer decides whether to accept the risk, modify the coverage offered, or decline the risk.
2 Renewal Application	73058 (5/07)	A	R	73058 (4/99)	M		No	A form on which the prospective insured states facts requested by the insurer on the basis of which, together with information from other sources, the insurer decides whether to renew the risk, modify the coverage offered, or non-renew the risk.
3 AIG Personal Identity Theft Coverage Supplemental Application	94861 (6/07)	A	N		O		No	Requests additional coverage for those applicants who are interested in purchasing ID Theft Coverage.
4 1 V. 1 Exclusion - Deleted	90800 (5/06)	E	N		O	C	No	Modifies the policy to delete exclusion (i).
5 1 V. 1 Exclusion - Exceptions for Cross Claims Past Directors	90797 (5/06)	E	N		O	C	No	Modifies the Insured v. Insured exclusion in the policy to exempt cross claims and past directors.
6 Absolute Bodily Injury and Property Damage Exclusion (Other than Emotional Distress and Mental Anguish)	90796 (5/06)	E	N		O	C	No	Modifies the policy to clarify that coverage does not extend to claims alleging bodily injury or property damage (other than for emotional distress and mental anguish).
7 Additional Insureds - Listed Affiliates	90766 (5/06)	E	N		O	C	No	Modifies the policy to included the listed affiliates as additional insureds.
8 Additional Insureds - Listed Individuals- Co-Defendant Basis	91330 (8/06)	E	N		O	C	No	Modifies the policy to provide coverage for those individuals listed, but only on a co-defendant basis.

Form Listing

9	Affiliate Exclusion (Claims Brought By)	90795 (5/06)	E	N		O	C	No	Modifies the policy to clarify that there is no coverage afforded for claims brought by an affiliate of the Entity.
10	Affiliate Exclusion (Ownership, Operation, Management, Control)	90794 (5/06)	E	N		O	C	No	Modifies the policy to exclude claims arising out of the Insured's interest in affiliated entities.
11	AIG Personal Identity Theft Coverage	94075 (2/07)	E	N		O	B	Yes	Modifies the policy to provide coverage for loss resulting from a Stolen Identity Event
12	Broker of Record	90793 (5/06)	E	N		O	C	No	Modifies the policy to amend the Broker of Record
13	Cancellation - Flat Rate	90792 (5/06)	E	N		O	C	No	Confirms the insured's request to cancel the policy, and applies a flat rate penalty to the earned premium.
14	Cancellation - Short Rate	90791(5/06)	E	N		O	C	No	Confirms the insured's request to cancel the policy, and applies a short rate penalty to the earned premium.
15	Change in Control - Extended Notice Deadline to 60 Days	90790 (5/06)	E	N		O	C	No	Modifies the policy to extend the number of days an insured has to advise us of a transaction.
16	Change in Control - Premium Cap	90770 (5/06)	E	N		O	C	No	Modifies the policy to provide a premium cap for the discovery period in the event of a transaction.
17	Change in Control - Reporting Window Increased Up to _____ Days	91294 (6/06)	E	N		O	C	No	Modifies the policy the change to number of days an insured has to advise us of a transaction.
18	Change in Control - Specific Transactions Waived	90771 (5/06)	E	N		O	C	No	Modifies the policy to specify events that will not be considered "transactions."
19	Change of Control Exclusion	90789 (5/06)	E	N		O	C	No	Modifies the policy to clarify that coverage does not apply to any claims arising out of change in control of the Entity.
20	Change in Control - Trigger C Deleted	93956 (1/07)	E	N		O	C	No	Modifies the policy to delete trigger C from Clause12 of the policy.
21	Choice of Law	90787 (5/06)	E	N		O	C	No	Modifies the policy to provide that choice of law applicable to any dispute in the policy shall be the State set forth in the endorsement.

Form Listing

22	Choice of Law and Venue	90788 (5/06)	E	N		O	C	No	Modifies the policy to provide that the choice of law and venue for litigation arising out of any dispute in the policy shall be the State set forth in the endorsement.
23	Choice of Law and Venue (Domicile Jurisdiction)	90772 (5/06)	E	N		O	C	No	Modifies the policy to provide that the choice of law and venue for litigation arising out of any dispute in the policy shall be the State of domicile of the Named Entity as indicated in Item 1 of the Declarations.
24	Coinsurance	90773 (5/06)	E	N		O	C	No	Modifies the policy to clarify the agreement between the Insured and the Insurer to have a coinsurance in excess of the Retention.
25	Consent of Insurer - Settlement Within Retention	90786 (5/06)	E	N		O	C	No	Modifies the policy to clarify that the Insurer's consent is not needed if a settlement is within the retention amount.
26	Consent of Insurer - Settlement Within Retention - Threshold	93957 (1/07)	E	N		O	C	No	Modifies the policy to clarify that the Insurer's consent is not needed if a settlement is within the specified parameters.
27	Continuity Dates - Backdated for Directors and Officers	90775 (5/06)	E	N		O	C	No	Modifies the policy to provide separate continuity dates for directors and officers.
28	Continuity Dates - Excess Limits	90776 (5/06)	E	N		O	C	No	Clarifies the differences in the continuity date if excess limits are purchased.
29	Continuity Dates - Third Party Discrimination/ Harassment	90774 (5/06)	E	N		O	C	No	Modifies the policy to provide separate continuity dates for third party discrimination/harassment.
30	Contractual Liability - 50% Defense Cost Feature	93958 (1/07)	E	N		O	B	No	Modifies the policy to provide up to 50% defense cost coverage for contractual liability claims alleging discrimination or harassment.

Form Listing

31	Coordination of AIG Limits	91725 (10/06)	E	N		O	C	No	Modifies the policy to clarify the agreement between the Insured and the Insurer to reduce the limit of liability provided by this policy by the limit of liability provided by one or more other AIG policies.
32	Crisis Fund for Employment Related Events	90768 (5/06)	E	N		O	B	No	Modifies the policy to provide crisis management coverage for employment related events.
33	Discovery - Bilateral - 1 Year Preset - 2 & 3 TBD	90762 (5/06)	E	N		O	C	No	Modifies the policy to provide a bilateral discovery with a preset premium for 1 year and premium to be determined for the two and three year options.
34	Discovery - Bilateral - Premium Preset (Cap) - 1, 2 & 3	90761 (5/06)	E	N		O	C	No	Modifies the policy to provide a bilateral discovery and capping the premium.
35	Discovery - Bilateral - Premium TBD	90760 (5/06)	E	N		O	C	No	Modifies the policy to provide bilateral discovery with a premium to be determined.
36	Discovery Clause - 60 Days to Elect Discovery	90764 (5/06)	E	N		O	C	No	Modifies the policy to give the insured an additional thirty days to elect discovery.
37	Discovery Elected	90763 (5/06)	E	N		O	C	No	Confirms Insureds election of a Discovery Period.
38	Discovery - Unilateral - 1 Year Preset - 2 & 3 TBD	90759 (5/06)	E	N		O	C	No	Modifies the policy to provide a unilateral discovery with a preset premium for 1 year and premium to be determined for the two and three year options
39	Discovery - Unilateral - Premium Preset (Cap) - 1, 2 & 3	90758 (5/06)	E	N		O	C	No	Modifies the policy to provide a bilateral discovery and capping the premium.
40	Discovery - Unilateral - Premium TBD	90757 (5/06)	E	N		O	C	No	Modifies the policy to provide unilateral discovery with a premium to be determined.
41	Dispute Resolution Amended	91723 (10/06)	E	N		O	C	No	Modifies the policy to clarify the agreement between the Insured and the Insurer to settle all disputes and differences arising from the policy by a dispute resolution process.

Form Listing

42	Dispute Resolution - Locations - Add Boston & State of Formation	91768 (10/06)	E	N		O	C	No	Modifies the policy to include the Insured's state of formation and Boston as locations where ADR may be commenced.
43	Domestic Partner Coverage	91615 (9/06)	E	N		O	B	No	Modifies the policy to extend coverage to a domestic partner.
44	Employees - Independent Contractor & Leased Worker As "Natural Person Insureds"	91289 (6/06)	E	N		O	B	No	Modifies the definition of employee in the policy to include independent contractors.
45	Employees - Independent Contractor Blanket (Not Scheduled)	91288 (6/06)	E	N		O	B	No	Modifies the definition of "national person insureds" in the policy to include independent contractors and leased workers.
46	Employees - Independent Contractor Defined	91328 (8/06)	E	N		O	B	No	Modifies the definition of employee in the policy to include independent contractors.
47	Employees - Independent Contractors & Leased Workers	91290 (6/06)	E	N		O	C	No	Modifies the definition of "employees" in the policy to include specified independent contractors and leased workers.
48	Employees - Leased Employees Defined	91291 (6/06)	E	N		O	C	No	Modifies the definition of "employees" in the policy to include leased employees, expressly defined.
49	Employees - Leased Individuals Deleted	91727 (10/06)	E	N		O	C	No	Modifies the definition of "employees" in the policy to delete leased employees.
50	Employees - Liability of Insured for Independent Contractor	91292 (6/06)	E	N		O	C	No	Modifies the definition of "employees" in the policy to include independent contractors.
51	Employment Practices Violation - Expanded Liability of Insured From Unscheduled Independent Contractors)	91767 (10/06)	E	N		O	B	No	Modifies the policy to amend the definition of employee to include unscheduled independent contracts with regard to employment practices violations only.
52	Endorsements Deleted	90756 (5/06)	E	N		O	C	No	Modifies the policy to delete a specified endorsement from the policy.

Form Listing

53	Excess Limits P&P Litigation and Known Violations Exclusion	90755 (5/06)	E	N		O	C	No	Modifies the policy to provide a pending and prior litigation exclusion and known violations exclusion for additional limits purchased.
54	Excess Limits - Pending & Prior Litigation Exclusion	90754 (5/06)	E	N		O	C	No	Modifies the policy to provide a pending and prior litigation exclusion for additional limits purchased.
55	Excess Non-Follow Form	91763 (10/06)	E	N		O	C	No	Modifies the policy to convert it from a primary policy to an excess policy.
56	Excess Non-Follow Form (Excess Form 74675 style)	91766 (10/06)	E	N		O	C	No	Modifies the policy to convert it from a primary policy to an excess policy.
57	Excess Non-Follow Form - DIC	91776 (10/06)	E	N		O	C	No	Modifies the policy to convert from primary to excess. Adds a differences in conditions enhancement that will cover as primary certain things not covered under the primary form.
58	Excess Non-Follow Form - Difference in Conditions (Excess Form 74675 style)	91765 (10/06)	E	N		O	C	No	Modifies the policy to convert from primary to excess. Adds a differences in conditions enhancement that will cover as primary certain things not covered under the primary form.
59	Exclusion (A) - Wrongful Profit or Advantage Deleted	91285 (6/06)	E	N		O	B	No	Modifies the policy to delete exclusion (a).
60	Exclusion (C) - Exception if Uncovered Under Prior Policy	91284 (6/06)	E	N		O	C	No	Modifies the policy to provide an exception to exclusion c for listed matters ultimately not covered under prior coverage.
61	Exclusion (I) - Exception - Defense Costs	91774 (10/06)	E	N		O	C	No	Modifies the policy to provide an exception to exclusion (I) for defense costs.
62	Exclusion (I) - Mental Anguish - Emotional Distress	91773 (10/06)	E	N		O	C	No	Modifies the policy to provide an exception to exclusion (I) for mental anguish and emotional distress.
63	Exclusion (J) - Fair Labor Standards Act	91286 (6/06)	E	N		M	C	No	Modifies the policy to amend the Fair Labor Standards Act exclusion.

Form Listing

64	Exclusion (J) and (K) - Exception for Retaliation	91775 (10/06)	E	N		O	B	No	Modifies the policy to provide an exception to exclusions (j) and (k) for retaliation.
65	Exclusion (K) - Programs and Regulated Benefits "For" Wording	91287 (6/06)	E	N		O	C	No	Modifies the policy to limit exclusion to claims seeking (for) payment of the designated items.
66	Exclusion - Foreign Human Rights Violations	91729 (10/06)	E	N		O	C	No	Modifies the policy to exclude claims arising out of human rights violations.
67	Failure to Effect and/or Maintain Insurance Exclusion	91282 (6/06)	E	N		O	C	No	Modifies the policy to clarify that coverage does not apply to Claims brought as a result of the Insured's failure to secure/obtain adequate insurance; provided, however, the exclusion shall not apply to Defense Costs.
68	Final Determination Wording	91283 (6/06)	E	N		O	C	No	Modifies coverage intent to amend certain exclusions (related to improper remuneration, unentitled profit and deliberate criminal/fraudulent conduct) so that they apply only after a judgment, final adjudication, or a finding in an alternative dispute resolution proceeding.
69	Final Determination Wording - Admission Protection	91280 (6/06)	E	N		O	C	No	Modifies the policy to exclude coverage for admitted wrongful conduct as specified.
70	Front and Back Pay Coverage Excluded	91728 (10/06)	E	N		O	C	No	Modifies the policy to clarify that coverage intent does not include coverage for front pay or back pay.
71	Global Liberalization	94030 (1/07)	E	N		O	B	No	Modifies the policy to extend coverage to claims made against any Insured anywhere in the world.
72	Guaranteed Renewal Endorsement	91281 (6/06)	E	N		O	C	No	Automatically renews a policy at the same terms and conditions, except under certain circumstances.

Form Listing

73	Hold Harmless	91278 (6/06)	E	N		O	C	No	Modifies coverage intent to allow for the advancement of Loss to Insured Persons in the event the Organization refuses or fails to indemnify, but requires the Organization to indemnify the Insurer for a portion of the advanced Loss.
74	Insured Definition Amendatory Endorsement (NY Exclusionary)	94074 (2/07)	E	N		O	C	No	Modifies the definition of insured in the AIG Personal Identity Coverage Endorsement to exclude NY employees.
75	Insurability of Loss - Most Favorable Law	91772 (10/06)	E	N		O	C	No	Modifies the definition of loss to clarify that matters "deemed uninsurable under the law" shall be determined under the applicable law which most favors the Named Entity.
76	Known Employment Practices Violation Exclusion	91279 (6/06)	E	N		O	C	No	Clarifies coverage intent to exclude Claims for Employment Practices Violations occurring prior to a certain date if the Insured knew or reasonably could have foreseen the act was wrongful.
77	Liability Assumed by Contract Exclusion 4(L) Amended	90777 (5/06)	E	N		O	C	No	Modifies the policy to clarify severance, golden parachute and other compensation agreements.
78	Liability Assumed by Contract Exclusion (Liability of Others)	90785 (5/06)	E	N		O	C	No	Modifies the policy to clarify that coverage does not apply to claims arising from any liability of others assumed by any Insured or the Organization.
79	Liberalization Feature	91771 (10/06)	E	N		O	C	No	Clarifies the Insured's right to any coverage enhancements provided by any new EPLI policy form announced by the Insurer.
80	Liberalization Program Enhancement	91277 (6/06)	E	N		O	C	No	Clarifies the Insured's right to any coverage enhancements provided by any new EPLI policy form that replaces current form or is an enhancement to a current form's program announced by the Insurer.

Form Listing

81	Management Risk Protector	89584 (7/05)	E	N		O	B	Yes	Modifies the policy to give insureds the option to expand employment practices coverage, add fiduciary liability coverage, and add Independent Directors Non-Indemnifiable Difference in Conditions coverage.
82	Named Entity Amended	93963 (1/07)	E	N		O	C	No	Modifies the policy to amend the Named Entity noted in item 1 of the Declarations Page.
83	Named Entity - More Than One Entity	93961 (1/07)	E	N		O	C	No	Modifies the policy to clarify the definition of Company to include the specified Named Entities
84	Named Entity Only - No Subsidiary Coverage	91331 (8/06)	E	N		O	C	No	Modifies the policy to clarify the definition of Company to include the Named Entity only.
85	Named Parent Directors and Officers Co-Defendant Coverage	90753 (5/06)	E	N		O	C	No	Modifies the policy to provide co-defendant coverage for the directors and officers of the Named Parent.
86	Named Parent Extension	91779 (10/06)	E	N		O	C	No	Modifies the policy to extend coverage to the Named Parent of the Named Entity.
87	"No Liability" Retention Waiver Deleted	91270 (6/06)	E	N		M	C	No	Modifies the policy to remove the retention waiver provision.
88	"No Liability" Retention Waiver Deleted First Settlement Opportunity Reduction Deleted	91275 (6/06)	E	N		O	C	No	Modifies the policy to remove the retention waiver and the first settlement opportunity provisions.
89	"No Liability" Retention Waiver Deleted First Settlement Opportunity Reduction Deleted (Per Claim Retention)	91276 (6/06)	E	N		O	C	No	Modifies the policy to remove the retention waiver for all loss and the first settlement opportunity provision.
90	"No Liability" Retention Waiver Deleted - First Settlement Opportunity Reduction Deleted - Per Claim and Separate Per Claim Retention For Class Actions	91332 (8/06)	E	N		O	C	No	Modifies the policy to remove the retention waiver and the first settlement opportunity provisions and provides a retention for class actions.

Form Listing

91	Non-Cancelable Policy By Insurer or Insured	91274 (6/06)	E	N		O	C	No	Modifies the policy so that it is non-cancelable, except for instances of non-payment of premium.
92	Not-For-Profit Coverage	91733 (10/06)	E	N		O	C	No	Modifies the policy to provide coverage to Not-For-Profit Organizations.
93	Notice/Claim Reporting - Bordereau	93959 (1/07)	E	N		O	C	No	Modifies the policy to provide the insured an alternative option for reporting smaller claims.
94	Notice/Claim Reporting - Post Policy Reporting Window Increased Up to 45 Days	90783 (5/06)	E	N		O	C	No	Modifies the policy to extend the window for reporting a claim from 30 days to 45 days after the policy period or discovery period.
95	Notice/Claim Reporting - Post Policy Reporting Window Increased Up to 60 Days	90782 (5/06)	E	N		O	C	No	Modifies the policy to extend the window for reporting a claim from 30 days to 60 days after the policy period or discovery period.
96	Notice/Claim Reporting Threshold - 25% Retention, Fixed Dollar Amount	91333 (8/06)	E	N		O	C	No	Modifies the policy to limit notice requirements as specified.
97	Notice/Claim Reporting Threshold - 25% Retention or Fixed Dollar Amount	91726 (10/06)	E	N		O	C	No	Modifies the policy to limit notice requirements as specified.
98	Notice/Claim Reporting Threshold - Fixed Amount	90781 (5/06)	E	N		O	C	No	Modifies the policy to limit notice requirements as specified.
99	Notice/Claim Reporting Threshold - Fixed Amount and Specified Department or General Counsel	90780 (5/06)	E	N		O	C	No	Modifies the policy to limit notice requirements as specified.
100	Notice/Claim Reporting Threshold - Specified Department or General Counsel	90752 (5/06)	E	N		O	C	No	Modifies the policy to limit notice requirements as specified.
101	Notice/Claim Reporting Threshold - Risk Manager or General Counsel	94031 (1/07)	E	N		O	C	No	Modifies the policy to limit notice requirements as specified.

Form Listing

102	ODL Coverage Extension Additional Outside Entities	91334 (8/06)	E	N		O	C	No	Extends coverage to outside entities.
103	ODL Coverage Extension Additional Outside Entities - Triple Excess Basis	91335 (8/06)	E	N		O	C	No	Extends coverage to outside entities on a triple excess basis.
104	ODL Coverage Extension - Broad Form	94033 (1/07)	E	N		O	C	No	Modifies the policy to broaden the definition of an outside entity.
105	ODL Coverage Extension Designated Individuals	91336 (8/06)	E	N		O	C	No	Extends coverage to outside directors who are specified in the endorsement.
106	ODL Coverage Extension Specific Request or Direction	91337 (8/06)	E	N		O	C	No	Modifies the policy to amend the definition of Outside Entity to include specific entities listed at the specific request of the insured.
107	Order of Payments	93960 (1/07)	E	N		O	C	No	Modifies the policy to describe in what order payments will be made by us for loss.
108	Outside Entity Individual Insured Written Requirement Deleted	94032 (1/07)	E	N		O	C	No	Modifies the policy to remove the written requirement to add outside entity as individual insured.
109	Panel Counsel - All Claims	91273 (6/06)	E	N		O	C	No	Modifies the policy at the agreement of the Named Entity and the Insurer to allow the specified law firm(s) to provide defense in accordance with the terms of the endorsement.
110	Panel Counsel - Firm List Amended Employment Practices Liability	91339 (8/06)	E	N		O	C	No	Allows a specific law firm, requested by the Insured, to be deemed as panel counsel (for a specific jurisdiction) for the purposes of the policy
111	Panel Counsel - Non-Designated Claim	94034 (1/07)	E	N		O	C	No	Modifies the policy to provide a specific law firm as panel counsel.
112	Panel Counsel - Pre-Approved "Local Counsel"	91272 (6/06)	E	N		O	C	No	Modifies the policy to provide a specific law firm as panel counsel.

Form Listing

113	Panel Counsel - USA Only	90784 (5/06)	E	N		O	C	No	Modifies the policy at the agreement of the Named Entity and the Insurer to allow the specified law firm(s) to provide defense in accordance with the terms of the endorsement
114	Parent Exclusion	91340 (8/06)	E	N		O	C	No	Modifies the policy to clarify coverage shall not apply to a claim made by or behalf of the Named Parent, as defined in the endorsement, or any Executive thereof.
115	Parent Exclusion - Co-Defendant Basis	91341 (8/06)	E	N		O	C	No	Modifies the policy to provide coverage on a co-defendant basis to the Named Parent.
116	Pending and Prior Litigation and Known Employment Practices Violations Exclusion	91338 (8/06)	E	N		O	C	No	Modifies the policy to provide a pending and prior litigation exclusion for known employment practices violations.
117	Policy Period Extended	91342 (8/06)	E	N		O	C	No	Allows for the policy period of the policy to be amended, when needed for an extension of the terms and an additional premium.
118	Presumptive Indemnification	91343 (8/06)	E	N		O	C	No	Modifies the policy to clarify what constitutes Indemnifiable Loss.
119	Prevailing Plaintiff's Attorney Fees Award	93962 (1/07)	E	N		O	C	No	Modifies the definition of "Loss" to include any prevailing plaintiff's reasonable attorney fees that have been awarded.
120	Prior Acts Exclusion - As of Policy Inception	91344 (8/06)	E	N		O	C	No	Clarifies coverage intent to reflect the Insurer/Insured's agreement to have a prior acts date consistent with the inception date of the policy period.
121	Prior Acts Exclusion - Backdated	91345 (8/06)	E	N		O	C	No	Modifies the policy to clarify the agreement between the Insurer and Insured to have a backdated prior acts exclusion.

Form Listing

122	Prior Acts Exclusion - For Excess Coverage	91346 (8/06)	E	N		O	C	No	Modifies the policy to exclude prior acts for excess coverage.
123	Punitive Damages, Exemplary and Multiplied Damages Coverage With Sublimit	91347 (8/06)	E	N		O	C	No	Modifies the policy to provide a sublimit for punitive damages coverage (where insurable by law) for all Claims.
124	Redlining Exclusion	91730 (10/06)	E	N		O	C	No	Modifies the policy to exclude claims involving redlining in connection with the exclusion of credit.
125	Redlining Exclusion - Insurance	91732 (10/06)	E	N		O	C	No	Modifies the policy to exclude claims involving insurance companies who redline.
126	Redlining Exclusion - Not Industry Specific	91731 (10/06)	E	N		O	C	No	Modifies the policy to exclude claims involving redlining without limitation to any function or industry.
127	Reliance	91293 (6/06)	E	N		O	C	No	Modifies the policy to clarify that the Insurer is relying on the statements, representations and warranties contained in the specified application and other specified documents.
128	Reliance Upon Application Made to Another Carrier	90765 (5/06)	E	N		O	C	No	Modifies the policy to clarify that the Insurer is relying on the statements and representations contained in the specified application.
129	Retention - Separate Per Claim Retention Per Class Action	91348 (8/06)	E	N		O	C	No	Modifies the policy to provide a separate per claim retention for class action suits.
130	Run-Off - Automatic Premium TBD	91349 (8/06)	E	N		O	C	No	Modifies the policy to provide variable percentages in the event a Transaction is triggered and the policy goes into runoff.
131	Run-Off - Automatic Prepaid	94036 (1/07)	E	N		O	C	No	Modifies the policy to provide variable percentages in the event a Transaction is triggered and the policy goes into runoff.

Form Listing

132	Run-Off - Automatic Preset Premium Percentage	91350 (8/06)	E	N		O	C	No	Modifies the policy to provide pre-determined percentages in the event a Transaction is triggered and the policy goes into runoff.
133	Run-Off - Seller/Buyer Merger	91735 (10/06)	E	N		O	C	No	Modifies the policy once a Transaction is triggered in the event the Named Entity is purchased or merged by another company. The coverage afforded under the policy is for a set amount of years and only applies to claims first made against the Insured during said number of years for any Wrongful Acts occurring on or prior to the Transaction and otherwise covered by the policy.
134	Run-Off - Standard	91734 (10/06)	E	N		O	C	No	Modifies the policy once a transaction is triggered to clarify that the coverage afforded under the policy is for a specified number of years and only applies to claims first made against the Insured during said period for any Wrongful Acts occurring on or prior to the Transaction and otherwise covered by the policy.
135	Same Gender Harassment - Express Coverage	91780 (10/06)	E	N		O	C	No	Modifies the definition of Employment Practices Violation to include same gender harassment.
136	Settlement Opportunity Provision Amendatory Endorsement	91717 (10/06)	E	N		O	C	No	Modifies the policy to amend the % of loss covered in excess of the Settlement Opportunity Amount.
137	Settlement Within Retention	91778 (10/06)	E	N		O	C	No	Modifies the policy to clarify that the Insurer's consent is not needed if a settlement is within the retention amount.
138	Severability of the Application	91777 (10/06)	E	N		O	C	No	Modifies the policy by severing all statements, documentation, representations and warranties contained in the application with respect to all Insureds, including the Company

Form Listing

139	Severability of the Application - Non Management Employees	94038 (1/07)	E	N		O	C	No	Modifies the policy by severing all statements, documentation, representations and warranties contained in the application with respect to "Non-management Employees".
140	Severability of the Application - Signer Imputation	94037 (1/07)	E	N		O	C	No	Modifies the policy by severing all statements, documentation, representations and warranties contained in the application with respect to the persons executing the Application.
141	Specific Entities Exclusion - Claims Made Against Them	91352 (8/06)	E	N		O	C	No	Modifies the policy to clarify that there is no coverage afforded for claims brought by or on behalf of the listed entities set forth on the endorsement.
142	Specific Entities Exclusion - Subsequent Acts	91353 (8/06)	E	N		O	C	No	Modifies the policy to clarify that there is no coverage afforded for designated subsequent acts for the specific entities set forth on the endorsement.
143	Specific Entity Exclusion - Claims Brought By Them	91351 (8/06)	E	N		O	C	No	Modifies the policy that there is no coverage afforded for claims brought against any of the listed entities set forth on the endorsement.
144	Specific Investigation/Claim/Litigation/Event or Acts Exclusion	91355 (8/06)	E	N		O	C	No	Modifies the policy to clarify that there is no coverage afforded for specific investigations, claims, litigation, events or acts listed in the endorsement.
145	Specific Individuals Exclusion - Claims Made By Them	91354 (8/06)	E	N		O	C	No	Modifies the policy to clarify that claims brought by or on behalf of a specific individual shall not be covered under the policy.
146	State Amendatory Inconsistent	94039 (1/07)	E	N		O	C	No	Modifies the policy to clarify that there is no coverage afforded for specific investigations, claims, litigation, events or acts listed in the endorsement.

Form Listing

147	Subsidiary Auto - Sub % Amended	91357 (8/06)	E	N		O	C	No	Modifies the policy to allow an increase in the automatic threshold for subsidiary coverage.
148	Subsidiary Auto - Sub Rolling Basis	91358 (8/06)	E	N		O	C	No	Modifies the policy to clarify that the agreement between the Insured and the Insurer to provide automatically any for profit organization whose securities are not publicly traded and whose assets total less than ___% of the total consolidated assets of the Company at the date the for-profit organization is acquired and which because a Subsidiary during the policy period.
149	Subsidiary Auto - Sub Rolling Basis Variable %	91356 (8/06)	E	N		O	C	No	Modifies the policy to clarify that the agreement between the Insured and the Insurer to provide automatically any for profit organization whose securities are not publicly traded and whose assets total a variable amount of the total consolidated assets of the Company at the date the for-profit organization is acquired and which because a Subsidiary during the policy period.
150	Subsidiary Control Wording	91329 (8/06)	E	N		O	C	No	Modifies the policy to amend the definition of subsidiary.
151	Subsidiary Control Wording With 60 Day Auto Coverage	91359 (8/06)	E	N		O	C	No	Modifies the policy to provide automatic coverage for 60 days when there is control by the company.
152	Subsidiary - Unknown Prior Acts Coverage	91770 (10/06)	E	N		O	C	No	Modifies the policy to provide coverage to a subsidiary for unknown prior acts.
153	Tendered Defense - Choice of Counsel - Panel Counsel Firm	90769 (5/06)	E	N		O	C	No	Modifies the policy to provide that insurer must use panel counsel firm.
154	Third Party Coverage Deleted	90801 (5/06)	E	N		O	C	No	Modifies the policy to clarify that coverage afforded under the policy does not apply to any loss for third party violations.

Form Listing

155	Third Party Claims - Consumer Lending Discrimination	91718 (10/06)	E	N		O	C	No	Modifies the policy to exclude any client or consumer claims arising out of a violation of banking, lending or consumer protection laws.
156	Third Party Claims - Continuity Dates	94040 (1/07)	E	N		O	C	No	Modifies the policy to provide separate continuity dates for third party claims.
157	Third Party Claims - Delete Third Party Discrimination	94042 (1/07)	E	N		O	C	No	Modifies the policy to delete coverage for third party discrimination claims
158	Third Party Claims - Delete Third Party Discrimination Leaders	94041 (1/07)	E	N		O	C	No	Modifies the policy to delete coverage for third party discrimination claims, including those from suppliers and distributors.
159	Third Party Claims - Separate Per Claim Retention	94029 (1/07)	E	N		O	C	No	Modifies the policy to provide a separate retention for third party claims.
160	Third Party Claims Sublimit	91724 (10/06)	E	N		O	C	No	Modifies the policy to provide a sublimit for third party claims.
161	Worldwide Territory	93964 (1/07)	E	N		O	B	No	Provides coverage for Claims made against an Insured anywhere in the world

A = Application
D = Declarations
E = Endorsement
P = Policy
O = Other (Please explain)

Yes or No

SERFF Tracking Number: AGNY-125275062 State: Arkansas
 First Filing Company: American Home Assurance Company, ... State Tracking Number: AR-PC-07-025902
 Company Tracking Number: AIC-07-EPLI-02
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0010 Employment Practices Liability
 Product Name: Employment Practices Liability Insurance
 Project Name/Number: Employment Practices Liability Insurance Endorsements/AIC-07-EPLI-02

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	AIG Personal Identity Theft Coverage	08/28/2007	94075 (2-07) - AIG PERSONAL IDENTITY THEFT COVERAGE.pdf
No original date	Form	Discovery Clause - 60 Days to Elect Discovery	08/28/2007	90764 (5-06) - DISCOVERY CLAUSE-60 DAYS TO ELECT DISCOVERY.pdf
No original date	Form	Dispute Resolution Amended	08/28/2007	91723 (10-06) - DISPUTE RESOLUTION AMENDED.pdf
No original date	Form	Exclusion (C) - Exception if Uncovered Under Prior Policy	08/28/2007	91284 (6-06) - EXCLUSION (C)-PRIOR REPORTED-EX. IF UNCOVERED UNDER PRI-POLICY.pdf
No original date	Form	Final Determination Wording	08/28/2007	91283 (6-06) - FINAL DETERMINATIO

SERFF Tracking Number: *AGNY-125275062* *State:* *Arkansas*
First Filing Company: *American Home Assurance Company, ...* *State Tracking Number:* *AR-PC-07-025902*
Company Tracking Number: *AIC-07-EPLI-02*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0010 Employment Practices Liability*
Product Name: *Employment Practices Liability Insurance*
Project Name/Number: *Employment Practices Liability Insurance Endorsements/AIC-07-EPLI-02*

N WORDING.pdf

SERFF Tracking Number: AGNY-125275062 State: Arkansas
 First Filing Company: American Home Assurance Company, ... State Tracking Number: AR-PC-07-025902
 Company Tracking Number: AIC-07-EPLI-02
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0010 Employment Practices Liability
 Product Name: Employment Practices Liability Insurance
 Project Name/Number: Employment Practices Liability Insurance Endorsements/AIC-07-EPLI-02

No original date Form Final Determination Wording - Admission Protection 08/28/2007 91280 (6-06) - FINAL DETERMINATION WORDING-ADMISSION PROTECTION.pdf

No original date Form Notice/Claim Reporting - Post Policy Reporting Window Increased Up to 45 Days 08/28/2007 90783 (5-06) - NOTICE-CLAIM REPORTING-POST POLICY REP. WINDOW INCR.-UP TO 45 DAYS.pdf

No original date Form Notice/Claim Reporting - Post Policy Reporting Window Increased Up to 60 Days 08/28/2007 90782 (5-06) - NOTICE-CLAIM REPORTING-POST POLICY REP. WINDOW INCR.-UP TO 60 DAYS.pdf

AIG PERSONAL IDENTITY COVERAGESM

In consideration of the additional premium calculated pursuant to the schedule at the end of this endorsement, and in reliance upon the statements in the application made a part hereof, it is hereby understood and agreed that this policy shall provide **AIG PERSONAL IDENTITY COVERAGESM** pursuant to the terms and conditions contained in this endorsement.

NOTICE: THE LIMITS OF INSURANCE AVAILABLE TO PAY LOSS UNDER THIS POLICY, INCLUDING BUT NOT LIMITED TO THE COVERAGE PROVIDED PURSUANT TO THIS ENDORSEMENT, SHALL BE REDUCED BY AMOUNTS INCURRED FOR LEGAL DEFENSE FEES, COSTS AND EXPENSES UNDER THIS POLICY.

I. POLICY PROVISIONS INCORPORATED

All the terms and conditions of the policy are hereby incorporated herein and shall apply to coverage as is afforded by this endorsement unless specifically stated otherwise herein or in an endorsement(s) attached hereto.

II. DECLARATIONS

Solely with respect to the coverage provided by this endorsement, the Declarations are amended as follows:

A. Item 2 is deleted in its entirety.

B. Item 4 is deleted in its entirety and replaced with the following:

ITEM 4. LIMIT OF INSURANCE: \$25,000 aggregate per Insured for all Loss combined (including Legal Defense Fees and Expenses) incurred by such Insured

- (a) Sublimit for Initial Legal Consultation: \$250
- (b) Sublimit for Lost Wages Per Week (For Up To 5 Weeks): \$1,000
- (c) Sublimit for Travel Expenses: \$500
- (d) Sublimit for Elder Care and Child Care \$1,000

C. Item 5 is deleted in its entirety and replaced with the following:

ITEM 5. DEDUCTIBLE: \$0 per Insured

III. INSURING AGREEMENT

Solely with respect to the coverage provided by this endorsement, Clause 1 is deleted in its entirety and replaced with the following:

1. INSURING AGREEMENT**Coverage A**

The Insurer shall pay the Insured for Loss, excess of any applicable deductible, resulting from Stolen Identity Events first occurring during the Policy Period and reported to the Insurer within 6 months of a Stolen Identity Event.

Coverage B

The Insurer shall provide the Insured with Restoration Services after a Stolen Identity Event first occurring during the policy period and reported to us within 6 months of a Stolen Identity Event.

IV. DEFINITIONS

Solely with respect to the coverage provided by this endorsement, Clause 2. **DEFINITIONS** is deleted in its entirety and replaced with the following:

- A.** "Business" means any employment, trade, hobby, profession or occupation.
- B.** "Company" means the Named Entity designated in Item 1 of the Declarations and any Subsidiary thereof.
- C.** "Computer Attack" means transmission of malicious code, Unauthorized Computer Access or Unauthorized Computer Use, whether intentional or unintentional, hostile or otherwise and regardless of whether the perpetrator is motivated for profit, which results in copying or misappropriation of identity information pertaining to an Insured.
- D.** "Computer System" means computer hardware, software and firmware and data stored thereon, which are linked together through a network of two or more computers, or accessible through the Internet, including network infrastructure, input, output, processing, storage and off-line media libraries. Computer System shall also include those written policies and procedures applicable to the security of a computer network.
- E.** "Costs" means the following reasonable and necessary costs incurred by the Insured as a result of a Stolen Identity Event:
 - a. cost of re-filing rejected applications for loans, grants or other credit instruments;

- b. cost of notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of the Insured's efforts to report a Stolen Identity Event and/or amend or rectify records as to the Insured's true name or identity;
 - c. cost of up to six credit reports from established credit bureaus (with no more than two reports from any one credit bureau);
 - d. costs approved by the Insurer, that provide periodic reports on changes, inquiries or activities of the Insured's personal information contained in credit reports or public databases (including, but not limited to credit monitoring services);
 - e. cost of travel within the United States; and
 - f. costs for elder care or child care expenses incurred as a result of the Insured's efforts to amend or rectify records as to the Insured's true name or identity.
- F.** "Insured" means the Employee of the Company on record with the Insurer at the time of a Stolen Identity Event.
- G.** "Legal Defense Fees and Expenses" means the reasonable and necessary fees and expenses incurred by the Insured with the Insurer's consent for an attorney approved by the Insurer for:
- a. An initial consultation with a lawyer to determine the severity of and appropriate response to a Stolen Identity Event,
 - b. Defending any civil suit brought against the Insured by a creditor, collection agency or other entity acting on behalf of a creditor for non-payment for goods or services or default on a loan solely as a result of a Stolen Identity Event,
 - c. Removing any civil judgment wrongfully entered against the Insured solely as a result of a Stolen Identity Event, and
 - d. Defending criminal charges brought against the Insured as a result of the Stolen Identity Event. However, the Insurer will only pay for this after it has been established by acquittal or dropping of charges because the Insured was not in fact the perpetrator.
- H.** "Loss" means the reasonable and necessary Costs, Lost Wages, Legal Defense Fees and Expenses incurred within twelve months of an Insured's discovery of a Stolen Identity Event and incurred within the United States of America
- I.** "Lost Wages" means actual Lost Wages that would have been earned in the United States, whether partial or whole days, for time reasonably and necessarily taken off

work and away from the Insured's work premises solely as a result of the Insured's efforts to amend or rectify records as to the Insured's true name or identity as a result of a Stolen Identity Event. Actual Lost Wages includes remuneration for vacation days, discretionary days, floating holidays, and paid personal days Lost Wages but not for sick days or any cost arising from time taken from self-employment. Coverage is limited to wages lost within 12 months after the Insured's discovery of a Stolen Identity Event.

- J. "Named Entity" means the entity first specified in Item 1 in the Declarations.
- K. "Policy Period" means the period commencing on the effective date specified in Item 3 of the Declarations. This period ends on the expiration date specified in Item 3 of the Declarations or, in the event of cancellation or non-renewal of this policy, then the date specified in such cancellation or non-renewal notice.
- L. Restoration Services means the services described below. These services shall be performed on the Insured's behalf in response to a Stolen Identity Event, only after receipt of appropriate authorization from the insured. Upon receipt of appropriate authorization, the Insurer shall:
1. Provide Insured with a package of information which includes a description of the resolution process, educational articles, and guidance for avoiding future complications;
 2. Notify the three major credit bureaus and provide assistance with requesting that a fraud alert be placed on the Insured's credit files and affected credit accounts;
 3. Compiling and organizing the paperwork to help Insured document the Stolen Identity Event and providing information to appropriate government agencies.
 4. Review the Insured's credit files with the Insured to determine the accuracy of the file and potential areas of fraud;
 5. Research and investigate potential damage to the Insured's identity;
 6. Notify as needed, the Insured's affected creditors, financial institutions, credit card companies, utility providers, and merchants of the identity fraud;
 7. Provide information to the Federal Trade Commission (FTC), and to other government agencies as appropriate;
 8. When appropriate, provide assistance with obtaining and reviewing the insured's Social Security Personal Earnings and Benefits Statement;
 9. Create and maintain a case file to document the identity fraud; and
 10. When appropriate, other assistance we might reasonably be able to offer may be provided to the insured on a case by case basis, as determined by our sole and absolute discretion.

REIMBURSEMENT OF LEGAL EXPENSES ARE SUBJECT TO THE TERMS OF THE POLICY. Additionally, we reserve the right to refuse or terminate cases where the

Insured is deemed to be committing fraud or other illegal acts, making untrue statements, or failing to perform his/her portion of the recovery plan.

M. "Stolen Identity Event" means the theft of the Insured's personal identification, social security number, or other method of identifying the Insured, which has or could reasonably result in the wrongful use of such information. All Loss resulting from Stolen Identity Event(s) and arising from the same, continuous, related or repeated acts shall be treated as arising out of a single Stolen Identity Event occurring at the time of the first such Stolen Identity Event. Stolen Identity Event shall not include the theft or wrongful use of the Insured's Business name, d/b/a or any other method of identifying any Business activity of the Insured.

N. "Subsidiary" means:

- (1) any for-profit organization which, on or before the inception of the Policy Period, is more than fifty percent (50%) owned by the Named Entity, either directly, or indirectly through one or more of its Subsidiaries;
- (2) automatically any for-profit organization whose assets total less than 10% of the total consolidated assets of the Company as of the inception date of this policy and which becomes a Subsidiary during the Policy Period. The Named Entity shall provide the Insurer with full particulars of the new Subsidiary before the end of the Policy Period; or
- (3) an organization which becomes a Subsidiary during the Policy Period (other than a for-profit organization described in paragraph (2) above) but only upon the condition that within ninety (90) days of its becoming a Subsidiary, the Named Entity shall have provided the Insurer with full particulars of the new Subsidiary and agreed to any additional premium or amendment of the provisions of this policy required by the Insurer relating to such new Subsidiary. Further, coverage as shall be afforded to the new Subsidiary is conditioned upon the Named Entity paying when due any additional premium required by the Insurer relating to such new Subsidiary.

An organization becomes a Subsidiary when the Named Entity owns more than a fifty percent (50%) 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 Entity ceases to own more than a fifty percent (50%) ownership in such Subsidiary, either directly or indirectly through one or more of its Subsidiaries.

In all events, coverage as is afforded under this policy with respect to Loss incurred by an Insureds of any Subsidiary shall only apply to Loss incurred by such Insured 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 seeking money damages that is commenced by the service of a complaint or similar pleading.

- P. "Unauthorized Computer Access" means the gaining of access to a Computer System by an unauthorized person(s) or by an authorized person(s) in an unauthorized manner. Unauthorized access shall also include Computer Attacks.
- Q. "Unauthorized Computer Use" means the use of a Computer System by an unauthorized person(s) or by an authorized person(s) in an unauthorized manner. Unauthorized Computer Use shall also include Computer Attacks.

V. OBLIGATIONS OF THE NAMED ENTITY

Solely with respect to the coverage provided by this endorsement, the following Clause is added to the policy:

OBLIGATIONS OF THE NAMED ENTITY

As a condition precedent to coverage under this policy, the Named Entity shall at all times have the duties and obligations set forth in this section. These duties and obligations are in addition to any obligations of the Insured otherwise provided for under this policy. The Named Entity shall:

- A. allow the Insurer to examine and audit all of the Named Entity's records that relate to this policy. The Insurer may conduct the audits during regular business hours during the Policy Period and within three years after the Policy Period ends;
- B. promptly advise the Insurer and any potentially affected Insured of a Computer Attack that may have resulted in the Unauthorized Computer Access of personal identity information pertaining to an Insured;
- C. take all reasonable steps to use, design, maintain and upgrade its network and Computer System security and to minimize Computer Attacks of its network and Computer System;
- D. reasonably inform the Insured of its rights and obligations under this policy in a form approved by the Insurer;
- E. submit to us for our review and approval any informational materials developed by the **Named Entity** with respect to this endorsement or the coverage provided by this endorsement. This shall specifically include but not be limited to any such materials that refer to American International Group, AIG, American International Companies or similar references, whether directly or indirectly, or the existence of the policy issued to the **Named Entity**;
- F. comply with all applicable privacy laws and regulations; and

- G. not charge any Insured an itemized, separate fee for receiving the coverage provided by this endorsement.

VI. OBLIGATIONS OF THE INSURED

Solely with respect to the coverage provided by this endorsement, the following Clause is added to the policy:

OBLIGATIONS OF THE INSURED

As a condition precedent to coverage under this policy, the Insured shall have the following duties and obligations at all times. These duties and obligations are in addition to any obligations of the Named Entity otherwise provided for under this policy:

- A.** If a Stolen Identity Event occurs, the Insured shall:

Promptly, but no later than 6 months after a Stolen Identity Event occurs, notify the Insurer of a Stolen Identity Event by contacting the Insurer at AIG Domestic Claims, Inc., 175 Water Street, New York, NY 10038. The Insured shall also follow the Insurer's written instructions to mitigate potential Loss, which will be provided to the Insured in a claims kit and which will include the prompt notification of the major credit bureaus, the Federal Trade Commission's Identity Theft Hotline and appropriate law enforcement agencies.

- B.** If a Loss occurs, the Insured shall also:

1. Promptly notify the Insurer of the Loss, submit to the Insurer the written proof of Loss provided to the Insured in a claims kit, and provide any other reasonable information or documentation that the Insurer may request;
2. Take all reasonable steps to mitigate Loss resulting from a Stolen Identity Event including, but not limited to, requesting a waiver for any applicable fees, loan application fees or credit bureau fees;
3. File a report with the appropriate police authority, and
4. Provide all assistance and cooperation the Insurer may require in the investigation and determination of any Loss, including but not limited to:
 - a. Immediately forwarding to the Insurer any notices, summons or legal papers received by the Insured in connection with a Loss or the identity theft;
 - b. Authorizing the Insurer to obtain records and other information with regard to any Loss;
 - c. Cooperating with and helping the Insurer to enforce any legal rights the Insured or the Insurer may have against anyone who may be liable to the Insured;

- d. Attending depositions, hearings and trials, securing and giving evidence, and obtaining the attendance of witnesses with regard to any Loss; or
- e. Answering the Insurer's questions under oath at such times as may be reasonably required about any matter relating to this insurance or the Insured's Loss, as well as permitting the Insurer to inspect the Insured's books and records. In such event, the Insured's answers under oath shall be signed.

VII. EXCLUSIONS

Solely in regard to the coverage provided by this endorsement, Clause 4. **EXCLUSIONS** is deleted in its entirety and replaced by the following:

4. EXCLUSIONS

This policy shall not apply to any Loss arising directly or indirectly out of the following:

A. Dishonest Acts

Any dishonest, criminal, malicious or fraudulent acts if the Insured that suffered a Loss personally participated in, directed, or had knowledge of such acts.

B. Bodily Injury

Any physical injury, sickness, disease, disability, shock, mental anguish, and mental injury, including, required care, Loss of services or death at any time resulting there from.

C. War

Strikes or similar labor action, war (whether declared or not), or any act or condition incident to war. War includes civil war, insurrection, act of foreign enemy, civil commotion, factional civil commotion, military or usurped power, rebellion, revolution, invasion, hostilities or warlike operations or mutiny.

D. Pollution

Claims alleging or arising out of the presence of or the actual, alleged or threatened discharge, dispersal, release or escape of pollutants (including nuclear materials), or any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants, or in any way respond to or assess the effects of pollutants.

E. Late Reporting

Any Loss reported to us more than six months after a Stolen Identity Event occurs.

VIII. LIMITS OF INSURANCE

Solely in regard to the coverage provided by this endorsement, Clause 5. LIMIT OF LIABILITY (FOR ALL LOSS – INCLUDING DEFENSE COSTS) is deleted in its entirety and replaced with the following:

5. LIMITS OF INSURANCE

- A.** The aggregate Limit of Insurance specified in Item 4 of the endorsement Declarations is the most we shall pay the Insured for Loss, excess of any applicable deductible, resulting from all Stolen Identity Events combined first occurring during the Policy Period.
- B.** The aggregate Limit of Insurance stated in Item 4 of the endorsement Declarations is solely for the coverage provided under this endorsement for **AIG PERSONAL IDENTITY COVERAGESM**, and is PART OF AND NOT IN ADDITION TO the aggregate Limit of Liability stated in Item 4 of the policy Declarations which is for all coverages provided by this policy combined.
- C.** All Loss arising out of the same, continuous, related or repeated Stolen Identity Events shall be subject to the terms, conditions, exclusions and single aggregate Limit of Insurance in effect at the time the first such Stolen Identity Event occurs.
- D.** The maximum the Insurer shall pay per Insured for an initial consultation with a lawyer shall not exceed the amount for Initial Legal Consultation as specified in Item 9(a) of the Declarations. ALL LEGAL DEFENSE FEES AND EXPENSES ARE PART OF, AND NOT IN ADDITION TO, THE AGGREGATE LIMIT OF INSURANCE FOR EACH INSURED.
- E.** The maximum the Insurer shall pay per Insured for Lost Wages shall not exceed the amount per week for Lost Wages and the maximum number of weeks as specified in Item 4(b) of the Declarations. The amount per week for Lost Wages is a sublimit of the aggregate Limit of Insurance for each Insured and, as such, is part of, and not in addition, to the aggregate Limit of Insurance for each Insured.
- F.** The maximum the Insurer shall pay per Insured for travel shall not exceed the amount for Travel Expenses as specified in Item 4(c) of the Declarations. The amount for travel is a sublimit of aggregate Limit of Insurance for each Insured and, as such, is part of and not in addition, to the aggregate Limit of Insurance for each Insured.
- G.** The maximum the Insurer shall pay per Insured for elder care and child care shall not exceed the amount for elder care and child care as specified in Item 4(d) of the Declarations. This amount is a sublimit of Aggregate Limit of Insurance for each Insured and, as such, is part of and not in addition, to the Aggregated Limit of Insurance for each Insured.

IX. DEDUCTIBLE

Solely with respect to the coverage provided by this endorsement, Clause 6. **RETENTION CLAUSE** is deleted in its entirety and replaced with the following:

6. DEDUCTIBLE

- A. The Insured shall be responsible for the applicable Deductible amount shown in the Declarations and the Insured may not insure against it.
- B. Regardless of the number of covered Stolen Identity Events first occurring during the Policy Period each Insured shall be responsible for only a single Deductible during any one Policy Period.

X. OTHER INSURANCE

Solely with respect to the coverage provided by this endorsement, Clause 14. **OTHER INSURANCE AND INDEMNIFICATION** is deleted in its entirety and replaced with the following:

14. OTHER INSURANCE

We shall be excess over any other insurance (including, without limitation, homeowner's or renter's insurance), product warranty, extended services agreement or contract. If the Insured has other insurance that applies to a Loss under this policy, the other insurance shall pay first. This policy applies to the amount of Loss that is in excess of:

- a. The limit of insurance of the Insured's other insurance; and
- b. The total of all the Insured's deductibles and self-insured amounts under all such other insurance.

In all events, the Insurer shall not pay more than the Insurer's Limit of Insurance as specified in Item 9 of the Declarations.

XI. LEGAL ACTION AGAINST US

Solely with respect to the coverage provided by this endorsement, Clause 18. **ACTION AGAINST INSURER** is deleted in its entirety and replaced with the following:

18. ACTION AGAINST INSURER

Except as provided in Clause 17 of the policy, no legal action may be brought or made against the Insurer under this policy unless:

- 1. There has been full compliance with all of the terms of this policy; and

2. The action is brought within two (2) years after the date on which a Stolen Identity Event occurred.

XII. POLICY CONDITIONS

Solely with respect to the coverage provided by this endorsement, the following Clause is added to the policy:

POLICY CONDITIONS**A. Coverage Territory**

Subject to its terms, conditions and exclusions, this policy applies to a Stolen Identity Event occurring anywhere in the world, but the Insurer shall only pay for Loss incurred in the United States.

B. Concealment, Misrepresentation or Fraud

This policy shall be void if the Named Entity intentionally conceals or misrepresents a material fact concerning this policy. In addition, this policy shall also be void for any one Insured if that Insured intentionally conceals or misrepresents a material fact concerning:

1. A Stolen Identity Event;
2. The Insured's interest in any property involved in a Loss; or
3. A Loss under this policy.

C. Bankruptcy

The bankruptcy or insolvency of the Insured or the Insured's estate shall not relieve the Insurer of any obligation under this policy.

D. Duplicate Coverages

Should the Insured be insured by the Insurer or any of the Insurer's affiliates, subject to the applicable deductibles and limits of insurance of the Insured, the Insurer will reimburse the Insured under each coverage, but in no event shall the total amount reimbursed to the Insured under all insurance exceed the actual amount of Loss.

E. Conformance To Statute

To the extent a term of this Policy conflicts with a statute of the State within which this Policy is issued, the term shall be deemed amended so as to conform to the statute.

F. Changes

Changes to the provisions of this policy shall be made only by endorsement issued by the Insurer and made a part of this policy.

G. Litigation

The Named Entity shall promptly advise the Insurer of the material facts of (i) any pending or threatened investigation with respect to the policy by a governmental agency or authority, (ii) any complaint filed against the parties with respect to the policy by any governmental agency or authority or (iii) any pending or threatened litigation against the Named Entity or us with respect to the policy. The Named Entity shall also promptly advise the Insurer of the material facts of any pending or threatened litigation, or the existence of any criminal indictment or conviction against the Named Entity or its senior management, which in each case could adversely affect the policy or either the Named Entity's or the Insurer's ability to perform obligations under this policy.

XIII. CANCELLATION CLAUSE

Solely with respect to the coverage provided by this endorsement, Clause 11. **CANCELLATION CLAUSE** is amended by adding the following paragraph to the end thereof:

There shall be no coverage for any Stolen Identity Event occurring after the effective date and time of such expiration, cancellation or non-renewal. Termination of this policy shall not reduce or eliminate the 6 month period in which the Insured must report to the Insurer a Stolen Identity Event.

XIV. CANCELLATION OF INSURED

Solely with respect to the coverage provided by this endorsement, the following Clause is added to the policy:

CANCELLATION OF INSURED

After the cancellation, termination or expiration of the Insured's employment with the Named Entity, any coverage under this policy for that Insured is terminated and there shall be no coverage for that Insured for any Stolen Identity Event occurring after the effective date and time of such termination.

XV. CHANGE IN CONTROL OF NAMED ENTITY

Solely with respect to the coverage provided by this endorsement, Clause 12. **CHANGE IN CONTROL OF NAMED ENTITY** is amended by adding the following paragraph to the end thereof:

In the event of a Transaction, then this policy shall continue in full force and effect as to Loss resulting from Stolen Identity Events first occurring prior to the effective time of the Transaction, but there shall be no coverage afforded by any provision of this policy for any Loss resulting from Stolen Identity Events first occurring on or after the effective time of the Transaction. The coverage provided by this policy for Loss resulting from Stolen Identity Events may not be canceled after the effective time of the Transaction and the entire additional premium for this coverage shall be deemed earned as of such time. Termination of this policy as a result of a Transaction shall not reduce or eliminate the 6 month period in which the Insured must report to the Insurer a Stolen Identity Event.

XVI. NOTICE AND AUTHORITY

Solely with respect to the coverage provided by this endorsement, Clause 15. NOTICE AND AUTHORITY is deleted in its entirety and replaced with the following:

15. NOTICE AND AUTHORITY

It is agreed that the Named Entity shall act on behalf of the Subsidiaries and all Insureds with respect to the giving and receiving of notice of cancellation, the payment of premiums and the receiving of any return premiums that may become due under this policy and the receipt and acceptance of any endorsements issued to form a part of this policy.

XVII. DELETED CLAUSES

Solely with respect to the coverage provided by this endorsement, the following Clauses are deleted from the policy in their entirety:

Clause 3. EXTENSIONS

Clause 7. NOTICE/CLAIM REPORTING PROVISIONS

Clause 8. DEFENSE COSTS, SETTLEMENTS, JUDGMENTS (INCLUDING THE ADVANCEMENT OF DEFENSE COSTS)

Clause 9. PRE-AUTHORIZED DEFENSE ATTORNEYS FOR DESIGNATED EMPLOYMENT PRACTICES CLAIMS

Clause 10. DISCOVERY CLAUSE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**DISCOVERY CLAUSE
60 DAYS TO ELECT DISCOVERY**

In consideration of the premium charged, it is hereby understood and agreed that the Clause entitled "DISCOVERY CLAUSE" is hereby amended by increasing from 30 days to 60 days the amount of days from the effective date of cancellation or nonrenewal in which the Insured must: (1) provide the Insurer with written notice of its election of a Discovery Period; and (2) pay any additional premium due for such Discovery Period, subject to all other terms, conditions and limitations of the DISCOVERY CLAUSE.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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Issued to:

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DISPUTE RESOLUTION AMENDED

In consideration of the premium charged, it is hereby understood and agreed that the Clause entitled "DISPUTE RESOLUTION PROCESS" is deleted in its entirety and replaced with the following:

DISPUTE RESOLUTION PROCESS

(a) General Terms

- (1) All disputes or differences which may arise under or in connection with this policy, including any determination of the amount of Loss, shall be submitted to the alternative dispute resolution ("ADR") process set forth in this Dispute Resolution Clause. The Insureds and Insurer shall, in the first instance, seek to resolve all such disputes and differences through non-binding mediation administered by the American Arbitration Association ("AAA"). It shall be a condition precedent to the rights of the Insureds and Insurer to commence an arbitration as described below, or judicial proceeding that the Insurer and Insureds first seek to resolve all such disputes by non-binding mediation.
- (2) After the date on which the mediation terminates pursuant to the terms of paragraph (b)(1) of this Clause, the Insureds and Insurer shall wait at least ninety (90) days prior to filing an arbitration or judicial proceeding. Either the Insureds or Insurer may elect to file arbitration or a judicial proceeding; provided, however, that the Insureds shall have the right to reject the Insurer's choice of either arbitration or a judicial proceeding prior to or after such proceeding is commenced, but only so long as such rejection shall be in writing and mailed to the Insurer at the Insurer's address indicated on the Declarations within fourteen (14) days from the date on which the Insurer provides notice to the Named Entity of its choice. If such notice by the Insurer is mailed, the date of mailing shall constitute the date that such notice was given and proof of mailing shall be sufficient proof of notice.
- (3) Any mediation or arbitration held pursuant to the terms of the Dispute Resolution Clause, or judicial proceeding commenced by the Insureds or Insurer after such mediation, shall be conducted in New York, New York; Atlanta, Georgia; Chicago, Illinois; Denver, Colorado; in the state designated in Item 1 of the Declarations as the mailing address of the Named Entity; or in the state where the Named Entity is incorporated.
- (4) All expenses of the mediation or arbitration shall be borne equally by the parties to the mediation or arbitration, including any filing fee or mediator's or arbitrator's fee; provided, however, that each party shall be responsible for its own defense fees, costs, and expenses, and the fees, costs and expenses of its own witnesses.
- (5) In all instances under the Dispute Resolution Clause where the Insureds are provided with a choice of alternatives and cannot unanimously agree, the right of election on behalf of the Insureds shall rest with the Named Entity, and such election shall be binding on all Insureds.
- (6) Notwithstanding anything stated above, neither this endorsement, any preceding Dispute Resolution Clause of the policy nor the dispute resolution process referenced therein shall apply to any dispute or difference regarding the existence or

validity of the policy as to any Insured.

(b) Non-Binding Mediation

- (1) The Insureds and Insurer shall attempt in good faith to settle their disputes by mediation in accordance with the AAA's then-prevailing Commercial Mediation Rules (the "Mediation Rules"). If any inconsistency exists between the Mediation Rules and the provisions of the Dispute Resolution Clause, or if the Mediation Rules are silent on an issue addressed in the Dispute Resolution Clause, then the provisions of the Dispute Resolution Clause will control, and in the case of any such inconsistency, supersede the Mediation Rules. The mediation shall be terminated upon the occurrence of any one of the following events:
 - (i) the execution of a final settlement agreement by the Insureds and Insurer;
 - (ii) a written statement of the mediator that further efforts are unlikely to result in a settlement agreement;
 - (iii) a written agreement of the Insureds and Insurer that further efforts are unlikely to result in a settlement agreement; or
 - (iv) if within thirty (30) days after the last day of mediation, a settlement agreement has not been reached and the parties have not otherwise agreed to extend the time for the mediation.
- (2) Notwithstanding any rule governing the conduct of the mediation, the parties shall attempt in good faith to mutually agree to the appointment of a mediator. A condition precedent to the selection of any mediator is that he or she be "disinterested" as that term is defined in paragraph C.(1) of the Dispute Resolution Clause and be an active or retired attorney who has at least ten (10) years of relevant experience in the practice of law, and who has mediated commercial disputes for at least five years. In the event a mutually agreed to mediator is not disinterested, or is disinterested but becomes unwilling or unable to serve, the parties shall continue their efforts to agree upon a disinterested mediator until they find such a person or cannot reach agreement. Solely in the event that they cannot find such a person or reach such an agreement shall the mediator be appointed pursuant to the Mediation Rules.

(c) Arbitration

- (1) Upon termination of the mediation process pursuant to paragraph (b)(1) above, either the Insureds or the Insurer may submit their dispute for arbitration to the AAA. The arbitration shall be conducted in accordance with the then-prevailing Commercial Arbitration Rules (the "Arbitration Rules"). If any inconsistency exists between the Arbitration Rules and the provisions of the Dispute Resolution Clause, or if the Arbitration Rules are silent on an issue addressed in the Dispute Resolution Clause, then the provisions of the Dispute Resolution Clause will control, and in the case of any such inconsistency, supersede the Arbitration Rules. The arbitration shall be conducted by a panel of three disinterested individuals. The Insureds shall select one disinterested arbitrator and the Insurer shall select one disinterested arbitrator. The arbitrators selected by the Insureds and Insurer shall mutually select a third disinterested arbitrator. "Disinterested" for purposes of this paragraph shall mean:
 - (i) an individual who, in the five years preceding the date on which he or she is selected to be an arbitrator, has not:
 - (a) represented any Insured or the Insurer (or any parent, subsidiary or affiliate

of any Insured or the Insurer), or represented an adversary of any Insured or the Insurer (or any parent, subsidiary or affiliate of any Insured or the Insurer) in any civil, criminal, administrative, regulatory or arbitration proceeding or investigation;

(b) been an adversary of any Insured or the Insurer (or any parent, subsidiary or affiliate of any Insured or the Insurer) in any civil, criminal, administrative, regulatory or arbitration proceeding or investigation; and

(c) made any demand for monetary or non-monetary relief on any Insured or the Insurer (or any parent, subsidiary or affiliate of any Insured or the Insurer) that such Insured or the Insurer disputed;

(ii) an individual who has no financial or personal interest, direct or indirect, in the outcome of the arbitration; and

(iii) an individual who provides a written, signed statement representing that the above circumstances apply to such individual. The individual will also state in writing that he or she is aware of no circumstances that would interfere with his or her ability to render a fair, unbiased decision in the arbitration.

(2) If the arbitrators selected by the Insureds and Insurer cannot agree upon a third disinterested arbitrator, then the Insureds and Insurer shall exchange lists of three proposed disinterested arbitrators. The Named Entity and Insurer shall then flip a coin and the loser of the coin toss shall choose an arbitrator from the winner's list.

(3) A condition precedent to the selection of the third disinterested arbitrator is that he or she be an active or retired attorney with at least ten (10) years aggregate experience practicing in insurance coverage law, which experience must include professional liability and/or management liability insurance coverage, at a law firm or law firms, and/or as in-house counsel at an insurance company or reinsurance company, insurance broker or agent, or other company; provided, however, that the third disinterested arbitrator shall not be, at the time he or she is selected or at any time during the arbitration, employed (whether full or part time, seasonally or temporarily) by any insurance or reinsurance company, or any insurance broker or agent.

(4) The arbitrators shall have no power to require that depositions of witnesses be taken in the arbitration and no such depositions shall be taken unless otherwise agreed to by the Insureds and Insurer. The arbitrators' decision at the conclusion of the arbitration shall be final and binding and provided in writing to the Insureds and Insurer, and the arbitrators' award shall not include attorneys fees or other costs. The arbitrators shall not have the power to award punitive, exemplary or multiple damages, or interim relief or measures (including injunctive relief and measures for the protection or conservation of property), and any such award shall be automatically null and void and unenforceable.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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forms a part of

Policy number

Issued to:

By:

**EXCLUSION (C)-PRIOR REPORTED
EXCEPTION IF UNCOVERED UNDER PRIOR POLICY**

In consideration of the premium charged, it is hereby understood and agreed that Exclusion (c) is amended by adding the following at the end thereof:

Notwithstanding the foregoing, solely with respect to any future Claim which: (1) would otherwise be considered related to the Claim or notice of circumstance listed below; and (2) has been previously reported to another insurer, this exclusion shall not apply to such future Claims in the event that there is either a final judicial determination or a final and binding determination by an arbitrator that no coverage for such future Claim exists under:

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for reasons other than the late notice, exhaustion of any limit of liability, application of any retention or the application of any exclusion (including limits of coverage in the definitions). Any coverage provided by this policy for such future Claim shall be subject to all the terms, conditions and exclusions of the policy. As a condition precedent to coverage afforded under this endorsement, each Insured and the Company hereby represents and warrants that the Insureds have not in the past and shall not in the future take any action which waives any right that Insured has or did have under the above-referenced policy without the express prior written consent of the Insurer. The Insurer shall have the right to effectively associate in any coverage dispute between the Insureds and the insurer referenced above.

In the event of any payment under this endorsement related to such Claim or notice of circumstances described below, the Insurer shall be subrogated to the extent of such payment to all the Company's and the Insureds' rights of recovery thereof, and the Company and the Insureds shall execute all papers required and shall do everything that may be necessary to secure such rights including the execution of such documents necessary to enable the Insurer to effectively bring suit in the name of the Company and/or the Insureds against the insurer(s) liable under the policy referenced above.

PREVIOUSLY REPORTED CLAIMS OR CIRCUMSTANCES	
1.	
2.	
3.	
4.	
5.	
6.	
7.	

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FINAL DETERMINATION WORDING

In consideration of the premium charged, it is hereby understood and agreed that the Clause entitled "EXCLUSIONS" is amended by deleting Exclusions (a) and (b) in their entirety and replaced by the following:

- (a) arising out of, based upon or attributable to the gaining of any profit or advantage to which a judgment or final adjudication or an alternative dispute resolution proceeding adverse to the Insured(s) establishes the Insured was not legally entitled to such profit or advantage;
- (b) arising out of, based upon or attributable to the committing of any criminal or deliberate fraudulent act if a judgment or final adjudication or an alternative dispute resolution proceeding adverse to the Insured(s) establishes such criminal or deliberate fraudulent act was committed;

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**FINAL DETERMINATION WORDING
ADMISSION PROTECTION**

In consideration of the premium charged, it is hereby understood and agreed that the Clause entitled "EXCLUSIONS" is amended by adding the following immediately after Exclusion (b):

provided, however, that with respect to Exclusion (a), which relates to any profit or advantage to which an Insured was not legally entitled, and Exclusion (b), which relates to criminal or deliberate fraudulent acts, such exclusions shall not apply unless the subject conduct, profit or advantage is established by any final judgment, other adjudication or arbitration adverse to the Insured; or by the Insured's admission on the record in a proceeding, under oath, in any settlement documentation or in any filing with any governmental, regulatory or other official body;

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**NOTICE/CLAIM REPORTING
POST POLICY REPORTING WINDOW INCREASED-UP TO 45 DAYS**

In consideration of the premium charged, it is hereby understood and agreed that the Clause entitled "NOTICE/CLAIM REPORTING PROVISIONS" is amended by deleting Section (a)(2) in its entirety and replacing it with the following:

- (2) within 45 days after the end of the Policy Period or the Discovery Period (if applicable), as long as such Claim(s) is reported no later than 45 days after the date such Claim was first made against an Insured.

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**NOTICE/CLAIM REPORTING
POST POLICY REPORTING WINDOW INCREASED-UP TO 60 DAYS**

In consideration of the premium charged, it is hereby understood and agreed that the Clause entitled "NOTICE/CLAIM REPORTING PROVISIONS" is amended by deleting Section (a)(2) in its entirety and replacing it with the following:

- (2) within 60 days after the end of the Policy Period or the Discovery Period (if applicable), as long as such Claim(s) is reported no later than 60 days after the date such Claim was first made against an Insured.

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