

FORMS – APPROVED

MAY 17, 2019

COMMERCIAL LINES

LI-CL-2019-018

VIRGINIA REVISIONS TO VARIOUS CLAIMS-MADE ENDORSEMENTS APPROVED

KEY MESSAGE

Commercial Lines endorsements filing CL-2018-OEND1 approved in response to Virginia Adopted amendments to chapter 335 of title 14 of the Virginia Administrative Code addressing Rules Governing Claims-made Liability Insurance Policies.

Applicable Lines: CA, CU, CY, EP, GL, MP, PF, PR

BACKGROUND

In circular [LI-CL-2018-010](#), we announced that we were reviewing Virginia Adopted amendments to chapter 335 of title 14 of the Virginia Administrative Code addressing Rules Governing Claims-made Liability Insurance Policies with respect to requirements that may have impact on various ISO commercial lines of insurance.

In circular [LI-CL-2018-035](#), we announced the filing of CL-2018-OEND1 in response to Virginia Adopted amendments to chapter 335 of title 14 of the Virginia Administrative Code addressing Rules Governing Claims-made Liability Insurance Policies.

In circular [LI-CL-2019-013](#), we announced the amendment of CL-2018-OEND1 in response to comments from the Virginia Bureau of Insurance regarding ISO's revisions in response to Virginia Adopted amendments to chapter 335 of title 14 of the Virginia Administrative Code addressing Rules Governing Claims-made Liability Insurance Policies.

INSURANCE DEPARTMENT ACTION

The Virginia Bureau of Insurance has approved this filing.

EFFECTIVE DATE

The ISO revision is subject to the following rule of application:

These changes are applicable to all policies written on or after September 1, 2019.

COMPANY ACTION

If you have authorized us to file on your behalf and decide:

- To use our revision and effective date, you are not required to file anything with the Bureau of Insurance.
- To use our revision with a different effective date, to use our revision with modification, or to not use our revision, you must make an appropriate submission with the Bureau of Insurance.

For guidance on submission requirements, consult the ISO State Filing Handbook.

In all correspondence with the Bureau of Insurance on this revision, you should refer to ISO Filing Designation Number [CL-2018-OEND1](#), not this circular number. Communications with the regulator concerning a filing affecting multiple lines of business (i.e., CL, PL, AL filing designation) should specify the line(s) of business that you are addressing.

RATING SOFTWARE IMPACT

New attributes being introduced with this revision:

- New edition dates of existing form numbers are being introduced.
 - New forms are being introduced.
 - Forms are being withdrawn.
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POLICYHOLDER NOTIFICATION

If you decide to implement this revision, you should check all applicable laws for the state(s) to which this revision applies, to determine whether or not a specific policyholder notice requirement may apply. Please note that circular [LI-CL-2018-044](#) contains the ISO Guide To Renewals With Changed Conditions For Commercial Lines, which is available only as a guide to assist participating companies in complying with various conditional renewal statutes or regulations, for the major commercial lines of insurance serviced by ISO. The information in the Guide does not necessarily reflect all requirements or exceptions that may apply, and it is not intended as a substitute for your review of all applicable statutes and regulations concerning policyholder notification.

REVISION DISTRIBUTION

We will issue a Notice to Portfolioholders with an edition date of 9-19 (or the earliest possible subsequent date), along with any new and/or revised forms.

RELATED RULES REVISION

We are announcing in a separate circular the implementation of a corresponding rules revision. Please refer to the Reference(s) block for identification of that circular.

REFERENCE(S)

- [LI-CL-2019-019](#) (05/17/2019) Virginia Revisions To Various Claims-made Rules Further Amended And To Be Implemented
 - [LI-CL-2019-017](#) (05/02/2019) Virginia Revisions To Various Claims-made Rules Amended
 - [LI-CL-2019-013](#) (04/17/2019) Virginia Revisions To Various Claims-made Endorsements Amended
 - [LI-CL-2018-036](#) (10/03/2018) Virginia Revisions To Various Claims-made Rules Filed
 - [LI-CL-2018-035](#) (10/03/2018) Virginia Revisions To Various Claims-made Endorsements Filed
 - [LI-CL-2018-010](#) (04/06/2018) Virginia Adoption Of Amendments To Administrative Rules Governing Claims-made Liability Insurance Policies Under Review
 - [LI-CL-2018-044](#) (11/27/2018) Revised Lead Time Requirements Listing
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ATTACHMENT(S)

Final Copies of Virginia Endorsements

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA EMPLOYEE BENEFITS LIABILITY COVERAGE

**THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Coverage	Limits Of Insurance	Each Employee Deductible	Premium
Employee Benefits Programs	\$ Each Employee	\$	\$
	\$ Employee Benefits Aggregate		
Retroactive Date			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

A. Employee Benefits Liability Coverage

1. Coverage

a. We will pay those sums that the "insured" becomes legally obligated to pay as damages because of any act, error or omission, of the "insured", or of any other person for whose acts the "insured" is legally liable, to which this insurance applies. We will have the right and duty to defend the "insured" against any "suit" seeking those damages. However, we will have no duty to defend the "insured" against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph D. Limits Of Insurance; and
- (2) Our right to defend or settle ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph B. Supplementary Payments.

b. This insurance applies to damages only if:

- (1) The act, error or omission is negligently committed in the "administration" of your "employee benefit program";
- (2) The act, error or omission did not take place before the Retroactive Date, if any, shown in the Schedule nor after the end of the policy period; and
- (3) A "claim" for damages, because of an act, error or omission, is first made against any "insured", in accordance with Paragraph c. below, during the policy period or an Extended Reporting Period we provide under Paragraph G. Extended Reporting Period of this endorsement.

c. A "claim" seeking damages will be deemed to have been made at the earlier of the following times:

- (1) When notice of such "claim" is received and recorded by any "insured" or by us, whichever comes first; or
- (2) When we make settlement in accordance with Paragraph a. above.

A "claim" received and recorded by the "insured" within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.

d. All "claims" for damages made by an "employee" because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such "employee's" dependents and beneficiaries, will be deemed to have been made at the time the first of those "claims" is made against any "insured".

2. Exclusions

This insurance does not apply to:

a. Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any "insured", including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any "claim" based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or
- (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

f. Workers' Compensation And Similar Laws

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which any "insured" is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the "insured", from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

j. Employment-related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

B. Supplementary Payments

We will pay for the "insured":

1. All expenses we incur.
2. The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
3. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
4. All costs taxed against the "insured" in any "suit" against the "insured" we defend.
5. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

C. Who Is An Insured

The following are "insureds" for Employee Benefits Liability Coverage:

1. You.
2. Your partners and their spouses, if you are a partnership, but only with respect to the "administration" of your "employee benefit program".
3. Your members, if you are a limited liability company, but only with respect to the "administration" of your "employee benefit program". Your managers are also "insureds", but only with respect to their duties as your managers.
4. Your "executive officers" and directors, if you are an organization other than a partnership or limited liability company, but only with respect to their duties as your officers or directors. Your stockholders are also "insureds" but only with respect to their liability as stockholders.
5. Each of your "employees" who is or was authorized to administer your "employee benefit program".
6. Any "auto" dealership that is acquired or formed by you, other than a partnership or limited liability company and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that "auto" dealership. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the "auto" dealership or the end of the policy period, whichever is earlier.
- b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the "auto" dealership.

No person or organization is an "insured" with respect to the conduct of any current or past partnership or limited liability company that is not shown as a Named Insured in the Declarations.

D. Limits Of Insurance

1. The Limits Of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
 - a. "Insureds";
 - b. "Claims" made or "suits" brought;
 - c. Persons or organizations making "claims" or bringing "suits";
 - d. Acts, errors or omissions; or

e. Benefits included in your "employee benefit program".

2. The Employee Benefits Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

3. Subject to the Employee Benefit Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- a. An act, error or omission; or
- b. A series of related acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the Policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. Deductible

1. Our obligation to pay damages on behalf of the "insured" applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

2. The deductible amount stated in the Schedule applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

3. The terms of this insurance, including those with respect to:

- a. Our right and duty to defend any "suits" seeking those damages; and
- b. Your duties, and the duties of any other involved "insured", in the event of an act, error or omission, or "claim";

apply irrespective of the application of the deductible amount.

4. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

F. Changes In Conditions

For the purposes of the coverage provided by this endorsement, **Section IV – Conditions** is amended as follows:

1. The **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** Condition is replaced by the following:

Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit

We have no duty to provide coverage under this Policy unless there has been full compliance with the following duties:

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a "claim" is made or "suit" is brought against any "insured", you must:

- (1) Immediately record the specifics of the "claim" or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

c. You and any other involved "insured" must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and

- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the "insured" because of an act, error or omission to which this insurance may also apply.
 - d. No "insured" will, except at that "insured's" own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.
2. The **Other Insurance** Condition is replaced by the following:

Other Insurance

If other valid and collectible insurance is available to the "insured" for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Schedule of this insurance and that applies to an act, error or omission on other than a claims-made basis, if:
 - (a) No Retroactive Date is shown in the Schedule of this insurance; or
 - (b) The other insurance has a policy period which continues after the Retroactive Date shown in the Schedule of this insurance.
- (2) When this insurance is excess, we will have no duty to defend the "insured" against any "suit" if any other insurer has a duty to defend the "insured" against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the "insured's" rights against all those other insurers.

- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of the total amount that all such other insurance would pay for the loss in absence of this insurance; and the total of all deductible and self-"insured" amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits Of Insurance shown in the Schedule of this endorsement.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance to the total applicable limits of insurance of all insurers.

G. Extended Reporting Period

For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added:

- 1. You will have the right to purchase an Extended Reporting Period, as described below, if:
 - a. This endorsement is cancelled or not renewed; or
 - b. We renew or replace this endorsement with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
 - (2) Does not apply to an act, error or omission on a claims-made basis.

However, we will not offer an Extended Reporting Period if cancellation or nonrenewal of this endorsement is due to nonpayment of premium, failure to comply with terms or conditions of the Policy or fraud.

2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to "claims" for acts, errors or omissions that were first committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the Extended Reporting Period may not be cancelled by us, except for fraud. The premium for the Extended Reporting Period endorsement will be deemed to be fully earned when the endorsement takes effect.
3. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The "employee benefit programs" "insured";
- b. Previous types and amounts of insurance;
- c. Limits of insurance available under this endorsement for future payment of damages; and
- d. Other related factors.

The additional premium will not exceed 100% of the annual premium for this endorsement.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

4. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance described below, but only for "claims" first received and recorded during the Extended Reporting Period.

The extended reporting period employee benefit aggregate limit of insurance will be equal to the dollar amount shown in the Schedule of this endorsement under Limits Of Insurance.

Paragraph **D.2.** of this endorsement will be amended accordingly. The Each Employee Limit shown in the Schedule will then continue to apply as set forth in Paragraph **D.3.**

H. Definitions

For the purposes of the coverage provided by this endorsement, **Section V – Definitions** is amended as follows:

1. The "Employee" definition is replaced by the following:

"Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

2. The "Suit" definition is replaced by the following":

"Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the "insured" must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the "insured" submits with our consent.

3. The following definitions are added:

- a. "Administration" means:

- (1) Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- (2) Handling records in connection with the "employee benefit program"; or
- (3) Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.

- b. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pretax dollars.

- c. "Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.
- d. "Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
 - (1) Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - (2) Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - (3) Unemployment insurance, social security benefits, workers' compensation and disability benefits;
 - (4) Vacation plans, including buy-and-sell programs; leave of absence programs, including military, maternity, family and civil leave; tuition assistance plans; transportation and health club subsidies; and
 - (5) Any other similar benefits designated in the Schedule or added thereto by endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA EXTENDED REPORTING PERIOD ENDORSEMENT FOR EMPLOYEE BENEFITS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

VIRGINIA EMPLOYEE BENEFITS LIABILITY COVERAGE ENDORSEMENT

SCHEDULE

Premium: \$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** An Extended Reporting Period Endorsement is provided, as described in Paragraph **G.** of the Virginia Employee Benefits Liability Coverage endorsement.
- B.** An Employee Benefits Extended Reporting Period Aggregate Limit applies, as set forth below in Paragraph **C.** of this endorsement, to "claims" first received and recorded during the Extended Reporting Period. This limit is equal to the Employee Benefits Aggregate Limit, if any, entered in the Schedule of **CA 25 98** in effect at the end of the policy period.
- C.** Paragraph **D.2.** of the Virginia Employee Benefits Liability Coverage endorsement is replaced by the following:
 - 2.** The Employee Benefits Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

However, the Employee Benefits Aggregate Limit does not apply to "claims" first received and recorded during the extended reporting period.

The Employee Benefits Extended Reporting Period Aggregate Limit is the most we will pay for damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program" for "claims" first received and recorded during the Extended Reporting Period.

- D.** The following is added to Subparagraph **2.b.(1)** of the **Other Insurance** Condition of Paragraph **F.** of the Virginia Employee Benefits Liability Coverage endorsement:
 - This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis; whose policy period begins or continues after the Extended Reporting Period endorsement takes effect.
- E.** This endorsement will not take effect unless the additional premium for it, as set forth in Paragraph **G.** of the Virginia Employee Benefits Liability Coverage endorsement, is paid when due. If that premium is paid when due, this endorsement may not be cancelled by us, except for fraud. The premium for the Extended Reporting Period Endorsement will be deemed to be fully earned when the endorsement takes effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**VIRGINIA – CONDOMINIUMS,
CO-OPS, ASSOCIATIONS – DIRECTORS AND
OFFICERS LIABILITY COVERAGE**

**THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Named Association:	
Directors And Officers Liability Annual Aggregate Limit Of Insurance:	\$
Retained Limit:	\$
Pending Or Prior Litigation Date:	Retroactive Date:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. The following are added to Section I – Coverages:

1. Insuring Agreement – Management Liability

- a. We will pay on behalf of an "insured person" the "ultimate net loss" in excess of the "retained limit" which the "insured person" becomes legally obligated to pay as a result of a "claim" first made against that "insured person" during the policy period or during the Extended Reporting Period, if purchased, as described in Paragraph G., except to the extent that the "association" has indemnified the "insured person" for such "ultimate net loss".

However, this insurance applies only to a "claim" arising out of a "wrongful act" committed by the "insured person" which occurs on or after the Retroactive Date, if any, shown in the Schedule of this endorsement, and before the end of the policy period.

- b. If a "claim" against an "insured person" includes a "claim" against the "insured person's" spouse (whether such status is derived by reason of statutory or common law, or any other law of any country) solely by reason of:

- (1) Such spousal status; or
- (2) Such spouse's ownership interest in property or assets that are sought as recovery for the "wrongful act" committed or allegedly committed by the "insured person";

all "ultimate net loss" in excess of the "retained limit" which such spouse becomes legally obligated to pay by reason of such "claim" will be treated for the purposes of this endorsement as "ultimate net loss" which the "insured person" becomes legally obligated to pay as a result of the "claim" made against such "insured person". Such "ultimate net loss" to the spouse will be covered under this endorsement only if and to the extent that such "ultimate net loss" would be covered if incurred by the "insured person".

However, this Paragraph **b.** does not apply to a "claim" arising out of any "wrongful act" committed or allegedly committed by the "insured person's" spouse.

- c.** This insurance also applies to "claims" arising out of the "wrongful acts" of an "insured person" made against:
- (1)** The estate, heirs or legal representatives of a deceased "insured person"; and
 - (2)** The legal representative of that "insured person" in the event of incompetency, insolvency or bankruptcy.

However, this Paragraph **c.** only applies to "claims" if and to the extent that, in the absence of such death, incompetency, insolvency or bankruptcy of the "insured person", such "claims" would have been covered by this insurance according to all applicable terms, conditions and exclusions.

2. Insuring Agreement – Association Reimbursement

We will pay on behalf of the "association" any "ultimate net loss" in excess of the "retained limit" for which the "association" has indemnified an "insured person", as permitted or required by law, and which the "insured person" becomes legally obligated to pay as a result of a "claim" first made against that "insured person" (or an "insured person's" spouse or any other party granted the rights of an "insured person" under Paragraph **1.**) during the policy period or during the Extended Reporting Period, if purchased, as described in Paragraph **G.**

However, this insurance applies only to a "claim" arising out of a "wrongful act" committed by the "insured person" which occurs on or after the Retroactive Date, if any, shown in the Schedule of this endorsement, and before the end of the policy period.

3. Insuring Agreement – Association Liability

We will pay on behalf of the "association" any "ultimate net loss" in excess of the "retained limit" which the "association" becomes legally obligated to pay as a result of a "claim" first made against the "association" during the policy period or during the Extended Reporting Period, if purchased, as described in Paragraph **G.**

However, this insurance applies only to a "claim" arising out of a "wrongful act" committed by the "association" which occurs on or after the Retroactive Date, if any, shown in the Schedule of this endorsement, and before the end of the policy period.

4. Defense And Settlement

We will have the right and duty to defend the insured against any "claim" made against the insured under Paragraph **A.** of this endorsement when the "underlying insurance" does not provide coverage or the limits of the "underlying insurance" have been exhausted.

However, we will have no duty to defend the insured against any "claim" because of a "wrongful act" to which this insurance does not apply. We may, at our discretion, investigate any incident that may result in a "loss". We may, with your written consent, settle any "claim".

All "claims" arising out of the same "wrongful act" or "interrelated wrongful acts" committed by one or more "insured persons" shall be considered a single "claim". Such single "claim" shall be deemed to be first made on the date the initial "claim" arising out of such "wrongful act" or "interrelated wrongful acts" was first made pursuant to Paragraph **E.** or notice of such "wrongful act" or "interrelated wrongful acts" was first reported pursuant to Paragraph **E.**

B. Exclusions

For the purposes of the coverage provided by this endorsement, this insurance does not apply to any "loss" resulting from any "claim":

- 1.** Arising out of any dishonest, malicious, fraudulent or deliberately criminal act or any willful violation of any statute or regulation.
- 2.** For "bodily injury".
- 3.** For mental or emotional distress, except when allegations of mental or emotional distress are made in a "claim" arising from a "wrongful employment practices act".
- 4.** For "property damage".
- 5.** Arising out of the gaining of any profit, remuneration or advantage to which any insured was not legally entitled.
- 6.** Arising out of a "wrongful act" or "interrelated wrongful act" that has occurred before the Retroactive Date, if any, shown in the Schedule of this endorsement.

7. Arising out of the same facts, "wrongful acts" or "interrelated wrongful acts", alleged or contained in any "claim" which has been reported, or in any circumstances of which notice has been given:
 - a. During a prior policy period of this Policy; or
 - b. Under any insurance policy of which this Policy is a replacement.
8. Arising out of any demand, "suit" or other proceeding against any insured which was pending on or existed prior to the applicable Pending Or Prior Litigation Date shown in the Schedule of this endorsement, or arising out of the same or substantially the same facts, circumstances or allegations which are the subject of, or the basis for, such demand, "suit" or other proceeding.
9. Arising out of any actual or alleged failure or omission on the part of any insured to effect or maintain insurance.
10. Arising out of any "wrongful act" committed or allegedly committed by any "insured person" serving in any position or capacity in any organization or association other than the "association" even if the "association" directed or requested that "insured person" to serve in such other position or capacity.
11. Brought by or on behalf of the "association" or any "insured person", in any capacity, except:
 - a. A "claim" that is a derivative action brought on behalf of the "association" by one or more unit-owners who are not "insured persons" and who bring the "claim" without the solicitation, assistance or participation of any "insured person" or the "association"; or
 - b. A "claim" arising out of a "wrongful employment practices act".
12. For an actual or alleged violation of the Employee Retirement Income Security Act of 1974 and its amendments, or similar provisions of any federal, state, local or statutory law or common law.
13. For liability under or breach of any oral, written or implied contract or agreement, or for liability of others assumed by the "association" under any such contract or agreement, except if:
 - a. The "association" would have been liable in the absence of such contract or agreement; or
 - b. Allegations of liability or breach of such contract or agreement are made in a "claim" arising out of a "wrongful employment practices act".
14. Arising out of "personal and advertising injury".
15. Arising out of:
 - a. The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time;
 - b. Any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - c. A "claim" made or "suit" brought by or on behalf of any governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants";

including without limitation any "claim" by or on behalf of the "association".
16. Arising out of "wrongful acts" in the selection or direct or indirect supervision of any contractor or subcontractor liable or alleged to be liable for any defect in construction at any premises insured under this Policy.

A "wrongful act" committed by any "insured person" shall not be imputed to any other "insured person" for purposes of applying the exclusions set forth in this Paragraph B.

 - C. For the purposes of the coverage provided by this endorsement, **Section II – Who Is An Insured** is replaced by the following:
 1. The "association" is an insured.
 2. "Insured persons" are insureds.
 - D. For the purposes of the coverage provided by this endorsement, **Section III – Limits Of Insurance** is replaced by the following:
 1. Our obligation to pay damages on behalf of the insured applies only to the amount of "ultimate net loss" in excess of the "retained limit" shown in the Schedule of this endorsement. If there is "underlying insurance" with a policy period that is nonconcurrent with the policy period of this endorsement, the "retained limit" will only be reduced or exhausted by "claims" for that insurance that are made during the policy period or the Extended Reporting Period of this endorsement.

2. The Directors And Officers Liability Annual Aggregate Limit of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. "Claims" made or "suits" brought;
- c. Persons, organizations or government agencies making "claims" or bringing "suits"; or
- d. "Wrongful acts".

3. The Directors and Officers Liability Annual Aggregate Limit of Insurance is the most we will pay for the sum of all "ultimate net loss" because of "wrongful acts" covered under this endorsement.

If the aggregate limit is exhausted by payment of "ultimate net loss", we will have no further obligations or liability of any kind under this endorsement.

"Claims expenses" are part of the "ultimate net loss" and are payable within the Limit Of Insurance shown in the Schedule of this endorsement, thereby reducing that limit.

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the Policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. For the purposes of the coverage provided by this endorsement, Condition 3. of **Section IV – Conditions** is replaced by the following:

3. Duties In The Event Of A "Wrongful Act", Or "Claim" Or "Suit"

- a. You must see to it that we are notified as soon as practicable of a "wrongful act" which may result in a "claim". To the extent possible, notice should include:
 - (1) What the "wrongful act" was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer damages as a result of the "wrongful act".

b. If a "claim" is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the "claim" or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of any "wrongful acts" to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

F. For the purposes of the coverage provided by this endorsement, the following is added to **Section IV – Conditions**:

Consent To Settle

If we recommend a settlement to the insured which is acceptable to the claimant, but to which the insured does not consent, the most we will pay as damages in the event of any later settlement or judgment is the amount for which the "claim" could have been settled, to which the insured did not give consent, plus "claims expenses" incurred as of the date such settlement was proposed in writing by us to the insured.

G. For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added, or, if this endorsement is attached to a claims-made Coverage Part, replace any similar section in that Coverage Part.

Extended Reporting Period

1. You will have the right to purchase an Extended Reporting Period, as described below, if a "triggering event" takes effect.

However, we will not offer an Extended Reporting Period if cancellation or nonrenewal of this endorsement is due to nonpayment of premium, failure to comply with terms or conditions of the policy or fraud.

2. The Extended Reporting Period starts with the date a "triggering event" takes effect. It does not extend the policy period or change the scope of coverage provided. It applies only to "claims" to which the following apply:
 - a. The "claim" is first made during the Extended Reporting Period;
 - b. The "wrongful act" occurs before the date a "triggering event" takes effect; and
 - c. The "wrongful act" did not commence before the Retroactive Date, if any.

Once in effect, the Extended Reporting Period may not be cancelled by us, except for fraud. The premium for the Extended Reporting Period Endorsement will be deemed to be fully earned as of the date it is purchased.

3. An Extended Reporting Period of three years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 30 days after the date a "triggering event" takes effect. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

4. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:
 - a. The exposures insured;
 - b. Previous types and amounts of insurance;
 - c. Limit of Insurance available under this endorsement for future payment of damages; and
 - d. Other related factors.

The additional premium may not exceed 100% of the annual premium for this endorsement.

The premium for the Extended Reporting Period will be deemed fully earned as of the date it is purchased.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

5. The Extended Reporting Period does not reinstate or increase the Limits of Insurance.
- H. For the purposes of the coverage provided by this endorsement, the following definitions are added to the **Definitions** section:

1. "Association" means the entity named in the Schedule of this endorsement as the named association.

2. "Claim" means:

- a. A written demand for monetary damages against any insured;
- b. A civil proceeding against any insured commenced by the service of a complaint or similar pleading;
- c. A criminal proceeding against any "insured person" commenced by a return of an indictment; or
- d. A formal administrative or regulatory proceeding against any insured commenced by the filing of a notice of charges, formal investigative order or similar document;

for a "wrongful act", including any appeal therefrom.

3. "Claims expenses" means that part of a "loss" consisting of reasonable and necessary fees (including attorneys' and experts' fees), expenses incurred in the defense or appeal of a "claim", and the premium for appeal, attachment or similar bonds (without any obligation on our part to provide such bonds), excluding the wages, salaries, benefits or expenses of any "insured person".

4. "Financial insolvency" means the status of the "association" resulting from:

- a. The appointment of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to control, supervise, manage or liquidate the "association"; or
- b. The "association" becoming a debtor in possession.

5. "Insured person" means any former, present or future director, officer, trustee, employee or volunteer of the "association".
6. "Interrelated wrongful act" means all causally connected "wrongful acts".
7. "Loss" means "claims expenses", compensatory damages, settlement amounts, legal fees and costs awarded pursuant to judgments. "Loss" does not include civil or criminal fines or penalties imposed by law, punitive or exemplary damages, the multiplied portion of multiplied damages, taxes or matters that are uninsurable pursuant to applicable law.
8. "Triggering event" means:
 - a. This endorsement is cancelled or not renewed for any reason; or
 - b. With respect to this endorsement, any of the following occurs during the policy period or upon renewal:
 - (1) The Retroactive Date is changed such that it is later than the date shown in the Schedule of this endorsement; or
 - (2) This endorsement no longer applies to "wrongful acts" on a claims-made basis.
9. "Wrongful act" includes a "wrongful employment practices act" and means:
 - a. With respect to the "insured person", any actual or alleged error, misstatement, misleading statement, neglect or breach of duty, omission or act by the "insured person" in their insured position or capacity for the "association"; or any matter claimed against them solely by reason of their serving in such insured position or capacity. This does not apply to a position or capacity in any entity other than the "association", even if the "association" directed or requested the "insured person" to serve in such other position or capacity.
 - b. With respect to the "association", any actual or alleged error, misstatement, misleading statement, neglect or breach of duty, omission or act by the "association".
10. "Wrongful employment practices act" means any of the following offenses, but only when they are employment-related:
 - a. Wrongful dismissal, discharge or termination of employment;
 - b. Breach of any implied employment contract;
 - c. Employment-related misrepresentation;
 - d. Violation of any federal, state or local statute, regulation, ordinance or common law concerning employment or discrimination in employment;
 - e. Sexual harassment (as that term is defined by the Federal Equal Employment Opportunity Commission) or other illegal workplace harassment;
 - f. Wrongful failure to employ or promote;
 - g. Wrongful reference, discipline or deprivation of a career opportunity;
 - h. Failure to adopt adequate workplace or employment policies and procedures; or
 - i. Illegal retaliatory treatment.
- i. For the purposes of the coverage provided by this endorsement, Definitions **19.**, **21.** and **23.** in the **Definitions** section are replaced by the following:
 19. "Retained limit" means the available limits of "underlying insurance" shown in the Schedule of this endorsement as Retained Limit.
 21. "Suit" means a civil proceeding in which damages because of a "wrongful act" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
 23. "Ultimate net loss" means the total sum of "loss", after reduction for recoveries or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of settlement or judgments or any arbitration or other alternate dispute method entered into with our consent or the "underlying insurer's" consent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**VIRGINIA EXTENDED REPORTING PERIOD
ENDORSEMENT FOR CONDOMINIUMS, CO-OPS,
ASSOCIATIONS – DIRECTORS AND OFFICERS LIABILITY
COVERAGE**

This endorsement modifies insurance provided under the following:

**VIRGINIA – CONDOMINIUMS, CO-OPS, ASSOCIATIONS – DIRECTORS AND OFFICERS LIABILITY
COVERAGE ENDORSEMENT**

- A.** An Extended Reporting Period Endorsement is provided, as described in Paragraph **G.** of the Virginia – Condominiums, Co-ops, Associations – Directors And Officers Liability Coverage endorsement.
- B.** The following is added to the Virginia – Condominiums, Co-ops, Associations – Directors And Officers Liability Coverage endorsement:
For the purposes of the coverage provided by this endorsement, the following is added to Paragraph **5. Other Insurance** of **Section IV – Conditions**:
This insurance is excess over and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis whose policy period begins or continues after the Extended Reporting Period Endorsement takes effect.
- C.** This endorsement will not take effect unless the additional premium for it, as set forth in Paragraph **G.** of the Virginia – Condominiums, Co-ops, Associations – Directors And Officers Liability Coverage endorsement, is paid when due. If that premium is paid when due, this endorsement may not be cancelled by us, except for fraud. The premium for the Extended Reporting Period Endorsement will be deemed to be fully earned when the endorsement takes effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES – UNDERLYING CLAIMS-MADE COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

If any "underlying insurance" is written on a claims-made basis, the following applies to the insurance provided by this policy which is excess over that "underlying insurance":

A. Paragraphs 1.c.(2), 1.c.(3), 1.d., 1.e. and 1.f. of Section I – Coverage A – Bodily Injury And Property Damage Liability are replaced by the following:

1. Insuring Agreement

- c.** This insurance applies to "bodily injury" and "property damage" only if:
 - (2)** The "bodily injury" or "property damage" did not occur before the Retroactive Date, if any, shown in the Declarations of the "underlying insurance" or after the end of the policy period; and
 - (3)** A claim for damages because of the "bodily injury" or "property damage" is first made against any insured, in accordance with Paragraph **d.** below, during the policy period or any Extended Reporting Period we provide under Extended Reporting Periods.
- d.** A claim by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:
 - (1)** When notice of such claim is received and recorded by any insured or by the "underlying insurer" or us if the limits of the "underlying insurance" have been used up, whichever comes first; or
 - (2)** When we make settlement in accordance with Paragraph **1.a.** above, or settlement is made by the "underlying insurer" with our agreement.

e. All claims for damages because of "bodily injury" to the same person, including damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "bodily injury", will be deemed to have been made at the time the first of those claims is made against any insured.

f. All claims for damages because of "property damage" causing loss to the same person or organization will be deemed to have been made at the time the first of those claims is made against any insured.

B. Paragraph 1.c. of Section I – Coverage B – Personal And Advertising Injury Liability is replaced by the following:

1. Insuring Agreement

- c.** This insurance applies to "personal and advertising injury" caused by an offense arising out of your business, but only if:
 - (1)** The offense was committed in the "coverage territory";
 - (2)** The offense was not committed before the Retroactive Date, if any, shown in the Declarations of the "underlying insurance" or after the end of the policy period; and
 - (3)** A claim for damages because of the "personal and advertising injury" is first made against any insured, in accordance with Paragraph **d.** below, during the policy period or any Extended Reporting Period we provide under Extended Reporting Periods.

C. The following is added to Paragraph 1. of **Section I – Coverage B – Personal And Advertising Injury Liability**:

1. Insuring Agreement

d. A claim made by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:

(1) When notice of such claim is received and recorded by any insured or by the "underlying insurer" or us if the limits of the "underlying insurance" have been used up, whichever comes first; or

(2) When we make settlement in accordance with Paragraph 1.a. above or settlement is made by the "underlying insurer" with our agreement.

All claims for damages because of "personal and advertising injury" to the same person or organization as a result of an offense will be deemed to have been made at the time the first of those claims is made against any insured.

D. Exclusion **2.a.(3) Material Published Prior To Policy Period of Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

This insurance does not apply to:

a. "Personal and advertising injury":

(3) Material Published Prior To The Policy Period

Arising out of oral or written publication, in any manner, of material whose first publication took place before the Retroactive Date, if any, shown in the Declarations.

E. The following section is added:

Extended Reporting Periods

1. With respect to any "underlying insurance" written on a claims-made basis, we will provide one or more Extended Reporting Periods, as described below, if a "triggering event" takes effect.

However, Extended Reporting Periods will not apply if cancellation or nonrenewal of this policy is due to nonpayment of premium, failure to comply with terms or conditions of the policy or fraud.

2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims for:

a. "Bodily injury" or "property damage" that occurs before the date a "triggering event" takes effect but not before the Retroactive Date, if any, shown in the Declarations of the "underlying insurance"; or

b. "Personal and advertising injury" caused by an offense committed before the date a "triggering event" takes effect but not before the Retroactive Date, if any, shown in the Declarations of the "underlying insurance".

Once in effect, Extended Reporting Periods may not be cancelled by us, except for nonpayment of premium or fraud. The premium for the Supplemental Extended Reporting Period Endorsement will be deemed to be fully earned when the endorsement takes effect.

3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts on the date a "triggering event" takes effect and lasts for:

a. Five years with respect to claims because of "bodily injury" and "property damage" arising out of an "occurrence" reported to us, not later than 60 days after the date a "triggering event" takes effect, in accordance with the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition;

b. Five years with respect to claims because of "personal and advertising injury" arising out of an offense reported to us, not later than 60 days after the date a "triggering event" takes effect, in accordance with the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition; and

c. 60 days with respect to claims arising from "occurrences" or offenses not previously reported to us.

The Basic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.

4. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.
5. A Supplemental Extended Reporting Period of unlimited duration is available, but only by an endorsement and for an extra charge. If this endorsement is purchased, the Basic Extended Reporting Period will not apply, and the supplemental period will start on the date a "triggering event" takes effect.

You must give us a written request for the endorsement within 60 days after the date a "triggering event" takes effect. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The exposures insured on a claims-made basis;
- b. Previous types and amounts of insurance;
- c. Limits of Insurance available under this Coverage Part for future payment of damages; and
- d. Other related factors.

This endorsement shall set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period.

6. If the Supplemental Extended Reporting Period is in effect, we will provide a Supplemental Aggregate Limit of Insurance equal to the dollar amount of the Aggregate Limit shown in the Declarations in effect on the date a "triggering event" takes effect, but only for claims first received and recorded during the Supplemental Extended Reporting Period.

Limits of Insurance will be amended accordingly. The Personal and Advertising Injury Limit and the Each Occurrence Limit shown in the Declarations will then continue to apply.

- F. The following is added to **Section V – Definitions:**

"Triggering event" means:

- a. This policy is cancelled or not renewed; or
- b. With respect to "underlying insurance", any of the following occurs during the policy period or upon renewal:
 - (1) The Retroactive Date of the "underlying insurance" is changed such that it is later than the date shown in the Declarations of the "underlying insurance"; or
 - (2) The "underlying insurance" no longer applies to "bodily injury", "property damage" or "personal and advertising injury" on a claims-made basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**VIRGINIA AMENDMENT – EXTENDED
REPORTING PERIOD FOR SPECIFIC ACCIDENTS,
PRODUCTS, WORK OR LOCATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Date Of Accident	Location Of Accident	Description Of Accident
"Location"	Address	Description Of "Location"
"Your Product" Or "Your Work" (Description)	Date Of (Manufacture, Sale, Distribution, Disposal Or Completion) (Specify Date and one of above acts.)	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

This endorsement modifies insurance provided under the Commercial Liability Umbrella Coverage Part as amended by Virginia Changes – Underlying Claims-made Coverage endorsement and/or any other endorsement attached hereto.

We have issued a renewal of this insurance excluding "bodily injury" and "property damage" arising out of the accident(s), products, work or "location(s)" described above. When that renewal takes effect, this insurance is amended as follows:

A. Paragraphs E.1. and E.2. in the Extended Reporting Periods provision of Virginia Changes – Underlying Claims-made Coverage Endorsement CU 27 51 are replaced by the following:

1. One or more Extended Reporting Periods are provided as set forth below.

2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims for "bodily injury" or "property damage" that occurred before the end of the policy period (but not before the Retroactive Date, if any, shown in the Declarations), and only if such "bodily injury" or "property damage":

a. Arose out of the accident(s) or "location(s)", if any, described above; or

- b. Arose out of the products or work, if any, described above and is included in the "products-completed operations hazard".

Once in effect, Extended Reporting Periods may not be cancelled by us, except for nonpayment of premium or fraud. The premium for the Supplemental Extended Reporting Period Endorsement will be deemed to be fully earned when the endorsement takes effect.

- B. Paragraphs **E.4.**, **E.5.** and **E.6.** in the **Extended Reporting Periods** provision of Virginia Changes – Underlying Claims-made Coverage Endorsement **CU 27 51** remain unchanged. But the Supplemental Extended Reporting Period Endorsement referred to in Paragraphs **E.5.** and **E.6.** will be the Supplemental Extended Reporting Period Endorsement For Specific Accidents, Products, Work Or Locations.

- C. For the purposes of this endorsement, the following definition is added to the **Definitions** section:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

This endorsement modifies insurance provided under the Commercial Liability Umbrella Coverage Part as amended by Virginia Changes – Underlying Claims-made Coverage Endorsement **CU 27 51** and/or any other endorsement attached hereto.

- A.** A Supplemental Extended Reporting Period Endorsement is provided, as described in the Extended Reporting Periods provision of Virginia Changes – Underlying Claims-made Coverage Endorsement **CU 27 51**.
- B.** A Supplemental Aggregate Limit applies, as set forth in Paragraph **C.** below, to claims first received and recorded during the Supplemental Extended Reporting Period. This limit is equal to the Aggregate Limit, entered on the Declarations in effect on the date a "triggering event" takes effect.
- C.** With respect to coverages provided on a claims-made basis, Paragraph **2.** of **Section III – Limits Of Insurance** is replaced by the following:
- 2.** The Aggregate Limit is the most we will pay for the sum of:
 - a.** Damages under Coverage **A**; and
 - b.** Damages under Coverage **B**.
- However, the Aggregate Limit does not apply to damages for claims first received and recorded during the Supplemental Extended Reporting Period.
- The Supplemental Aggregate Limit is the most we will pay for the sum of damages under Coverage **A** and Coverage **B** for claims first received and recorded during the Supplemental Extended Reporting Period.
- D. Section III – Limits Of Insurance**, as amended by Paragraph **C.** above, is otherwise unchanged and applies in its entirety.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA EMPLOYEE BENEFITS LIABILITY COVERAGE

**THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Additional Covered Employee Benefits Programs	
Limit Of Insurance	Retained Limit
\$ Each Employee	\$
\$ Aggregate	
Retroactive Date:	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. The following is added to Section I – Coverages:

Coverage – Employee Benefits Liability

1. Insuring Agreement

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such an act, error or omission when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. At our discretion, we may investigate any report of an act, error or omission and settle any resultant "claim" or "suit", for which we have a duty to defend. But:

(1) The amount we will pay for "ultimate net loss" is limited as described in Paragraph D. (Section III – Limits Of Insurance); and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies only if:

(1) The act, error or omission, is negligently committed in the "administration" of your "employee benefit program";

(2) The act, error or omission, did not take place before the Retroactive Date, if any, shown in the Schedule nor after the end of the policy period; and

(3) A "claim" for damages, because of an act, error or omission, is first made against any insured, in accordance with Paragraph c. below, during the policy period or an Extended Reporting Period we provide under Paragraph F. of this endorsement.

c. A "claim" seeking damages will be deemed to have been made at the earlier of the following times:

- (1) When notice of such "claim" is received and recorded by any insured or by the "underlying insurer" or us if the limits of the "underlying insurance" have been used up, whichever comes first; or
- (2) When we make settlement in accordance with Paragraph 1.a. above or settlement is made by the "underlying insurer" with our agreement.

A "claim" received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.

d. All "claims" for damages made by an "employee" because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such "employee's" dependents and beneficiaries, will be deemed to have been made at the time the first of those "claims" is made against any insured.

2. Exclusions

This insurance does not apply to:

a. Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any "claim" based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or
- (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

f. Workers' Compensation And Similar Laws

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

j. Employment-related Practices

Damages arising out of wrongful termination of employment, discrimination or other employment-related practices.

B. For the purposes of the coverage provided by this endorsement:

1. All references to Supplementary Payments – Coverages A and B are replaced by Supplementary Payments – Coverages A, B and **Employee Benefits Liability**.
2. Paragraphs 1.b. and 3. of the **Supplementary Payments** provision do not apply.

- C. For the purposes of the coverage provided by this endorsement, Paragraphs **1.b.** and **1.c.** of **Section II – Who Is An Insured** are replaced by the following:
1. Except for liability arising out of the ownership, maintenance or use of "covered autos":
 - b. Each of the following is also an insured:
 - (1) Each of your "employees" who is or was authorized to administer your "employee benefit program".
 - (2) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
 - (3) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this endorsement.
 - c. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:
 - (1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
 - (2) Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.
- D. For the purposes of the coverage provided by this endorsement, **Section III – Limits Of Insurance** is replaced by the following:
1. Our obligation to pay damages on behalf of the insured applies only to the amount of "ultimate net loss" in excess of the "retained limit" shown in the Schedule of this endorsement. If there is "underlying insurance" with a policy period that is non-concurrent with the policy period of this endorsement, the "retained limit" will only be reduced or exhausted by "claims" for that insurance that are made during the policy period or the Extended Reporting Period of this endorsement.
2. The Limits Of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
- a. Insureds;
 - b. "Claims" made or "suits" brought;
 - c. Persons or organizations making "claims" or bringing "suits";
 - d. Acts, errors or omissions; or
 - e. Benefits included in your "employee benefit program".
3. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
4. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for the sum of all "ultimate net loss" for damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
- a. An act, error or omission; or
 - b. A series of related acts, errors or omissions;
- negligently committed in the "administration" of your "employee benefit program".
- However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".
- The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the Policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.
- E. For the purposes of the coverage provided by this endorsement, Condition **3.** of **Section IV – Commercial Liability Umbrella Conditions** is replaced by the following:
3. **Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"**

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- b. If a "claim" is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the "claim" or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

F. For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added, or, if this endorsement is attached to a claims-made Coverage Part, replace any similar section in that Coverage Part.

Extended Reporting Period

- 1. You will have the right to purchase an Extended Reporting Period, as described below, if a "triggering event" takes effect.
However, we will not offer an Extended Reporting Period if cancellation or nonrenewal of this endorsement is due to nonpayment of premium, failure to comply with terms or conditions of the policy or fraud.

- 2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to "claims" for acts, errors or omissions that were first committed before the date a "triggering event" takes effect but not before the Retroactive Date, if any, shown in the Schedule.

Once in effect, the Extended Reporting Period may not be canceled by us, except for fraud. The premium for the Extended Reporting Period Endorsement will be deemed to be fully earned when the endorsement takes effect.

- 3. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the Extended Reporting Period Endorsement within 60 days after the date a "triggering event" takes effect. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The "employee benefit programs" insured;
- b. Previous types and amounts of insurance;
- c. Limits of Insurance available under this endorsement for future payment of damages; and
- d. Other related factors.

The additional premium will not exceed 100% of the annual premium for this endorsement.

The Extended Reporting Period Endorsement applicable to this coverage shall set forth the terms, not inconsistent with this section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

- 4. If the Extended Reporting Period is in effect, we will provide an Extended Reporting Period Aggregate Limit Of Insurance equal to the dollar amount shown in the Schedule of this endorsement under Limits Of Insurance.

Paragraph **D.3.** of this endorsement will be amended accordingly. The Each Employee Limit shown in the Schedule will then continue to apply as set forth in Paragraph **D.4.**

G. For the purposes of the coverage provided by this endorsement, the following definitions are added to the **Definitions** section:

1. "Administration" means:
 - a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
 - b. Handling records in connection with the "employee benefit program"; or
 - c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
3. "Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.
4. "Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
 - a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family and civil leave; tuition assistance plans; transportation and health club subsidies; and

- e. Any other similar benefits:
 - (1) Designated in the Schedule or added thereto by endorsement; or
 - (2) Specified under any policy of "underlying insurance".

5. "Triggering event" means:

- a. This endorsement is canceled or not renewed; or
- b. With respect to this endorsement, any of the following occurs during the policy period or upon renewal:
 - (1) The Retroactive Date is changed such that it is later than the date shown in the Schedule of this endorsement; or
 - (2) This endorsement no longer applies to an act, error or omission on a claims-made basis.

H. For the purposes of the coverage provided by this endorsement, Definitions **6.**, **19.** and **21.** in the **Definitions** section are replaced by the following:

- 6.** "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 19.** "Retained limit" means the available limits of "underlying insurance" shown in the Schedule of this endorsement as Retained Limit.
- 21.** "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA EXTENDED REPORTING PERIOD ENDORSEMENT FOR EMPLOYEE BENEFITS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

VIRGINIA EMPLOYEE BENEFITS LIABILITY COVERAGE ENDORSEMENT

- A.** An Extended Reporting Period Endorsement is provided, as described in Paragraph **F.** of the Virginia Employee Benefits Liability Coverage endorsement.
- B.** An Extended Reporting Period Aggregate Limit applies, as set forth in Paragraph **C.** of this endorsement, to "claims" first received and recorded during the Extended Reporting Period. This limit is equal to the Aggregate Limit entered in the Schedule of **CU 27 60** in effect on the date a "triggering event" takes effect.
- C.** Paragraph **D.3.** of the Virginia Employee Benefits Liability Coverage endorsement is replaced by the following:
- 3.** The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- However, the Aggregate Limit does not apply to claims first received and recorded during the Extended Reporting Period.
- The Extended Reporting Period Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program" for "claims" first received and recorded during the Extended Reporting Period.
- D.** This endorsement will not take effect unless the additional premium for it, as set forth in Paragraph **F.** of the Virginia Employee Benefits Liability Coverage endorsement, is paid when due. If that premium is paid when due, this endorsement may not be canceled by us, except for fraud. The premium for the Extended Reporting Period Endorsement will be deemed to be fully earned when the endorsement takes effect.
- E.** The following is added to the Virginia Employee Benefits Liability Coverage endorsement:
- For the purposes of the coverage provided by this endorsement, the following is added to Paragraph **5. Other Insurance** of **Section IV – Conditions**:
- This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis whose policy period begins or continues after the Extended Reporting Period Endorsement takes effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**VIRGINIA CHANGES – UNDERLYING CLAIMS-MADE
COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

SCHEDULE

<p>Retroactive Date:</p> <p>(Enter Date Or "NONE" If No Retroactive Date Applies.)</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

If any "controlling underlying insurance" is written on a claims-made basis, the following applies to the insurance provided by this Coverage Part which is excess over that underlying insurance:

A. Paragraph 1.c. under Section I – Coverages is replaced by the following:

- c. If the "controlling underlying insurance" requires, for a particular claim, that the "injury or damage" occur on or after the Retroactive Date shown in the Declarations of that insurance in order for that coverage to apply, then this insurance will only apply to that "injury or damage" which occurs on or after the Retroactive Date shown in the Schedule of this endorsement but before the end of the policy period of this Coverage Part. If the "controlling underlying insurance" requires, for a particular claim, that the "event" causing the particular "injury or damage" takes place on or after the Retroactive Date shown in the Declarations of that insurance in order for that coverage to apply, then this insurance will apply to the claim only if the "event" causing that "injury or damage" takes place on or after the Retroactive Date shown in the Schedule of this endorsement but before the end of the policy period of this Coverage Part.

A claim for damages for such "injury or damage" must be first made against the insured during this policy period or any extended reporting period provided under this Coverage Part. A claim will be considered first made under this Coverage Part:

- (1) When notice of such claim is received and recorded by any insured or by us, whichever comes first, if the "controlling underlying insurance" is written on a claims-made and recorded basis; or
- (2) When notice of such claim, after being received by any insured, is reported to us in writing, if the "controlling underlying insurance" is written on any other claims-made basis.

B. The following is added to Section II – Limits Of Insurance:

The "retained limit" will only be reduced or exhausted by payments made for:

- (1) Claims made during the policy period or any Extended Reporting Period of this Coverage Part; or
- (2) Defense expenses if the limits of "controlling underlying insurance" are reduced by defense expenses for that insurance.

C. The following section is added:

Claims-made Extended Reporting Period

1. Any provisions under the "controlling underlying insurance" relating to an Extended Reporting Period for which a separate premium charge is made do not apply to this insurance, unless an Extended Reporting Period is purchased under this insurance.
2. An Extended Reporting Period, consistent with the terms, conditions and duration of any Extended Reporting Period available in accordance with the terms of any "controlling underlying insurance", will be available for this Coverage Part by endorsement, for an additional charge, if a "triggering event" takes effect.
3. If a "triggering event" takes effect, both under this Policy and the "controlling underlying insurance" and an Extended Reporting Period has been provided under the "controlling underlying insurance", then an Extended Reporting Period will be available for this Coverage Part. The Extended Reporting Period available under this Coverage Part will be consistent with the terms, conditions and duration of any Extended Reporting Period provided in accordance with the terms of the "controlling underlying insurance".
4. You must give us a written request for the Extended Reporting Period endorsement under this Coverage Part no later than the time allowed to purchase such endorsement under the "controlling underlying insurance". The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

5. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:
 - a. The exposures insured;
 - b. Previous types and amounts of insurance;
 - c. Limits of Insurance available under this Policy for future payment of damages; and
 - d. Other related factors.
6. If the provisions of the Extended Reporting Period in any "controlling underlying insurance" provide for supplemental aggregate limits of insurance when the Extended Reporting Period is purchased, a supplementary aggregate limit of insurance, equal to the Aggregate Limit shown in the Declarations of this Coverage Part, will apply to claims first made during the Extended Reporting Period if the Extended Reporting Period is purchased for this insurance.

Once in effect, the Extended Reporting Period may not be cancelled by us, except for nonpayment of premium or fraud. The premium for the Extended Reporting Period Endorsement will be deemed to be fully earned when the endorsement takes effect.

D. The following is added to **Section V – Definitions:**

"Triggering event" means:

- a. This Policy is canceled or not renewed; or
- b. Any of the following occurs during the policy period or upon renewal:
 - (1) The Retroactive Date is changed such that it is later than the date shown in the Schedule of this endorsement; or
 - (2) This Policy no longer applies to "injury or damage" on a claims-made basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA EXTENDED REPORTING PERIOD ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

This endorsement modifies insurance provided under the Commercial Excess Liability Coverage Part as amended by Virginia Changes – Underlying Claims-made Coverage Endorsement **CX 27 51** and/or any other endorsement attached hereto.

- A.** An Extended Reporting Period is provided as described in Paragraph **C.** of Virginia Changes – Underlying Claims-made Coverage Endorsement **CX 27 51**.
- B.** If a supplemental aggregate limit of insurance is provided in any Extended Reporting Period in the "controlling underlying insurance", the following provisions apply:
- 1.** A Supplemental Aggregate Limit, as set forth in Paragraph **2.b.** below, applies to this Coverage Part to claims first received and recorded during the Extended Reporting Period. This limit is equal to the Aggregate Limit entered on the Declarations in effect on the date a "triggering event" takes effect.
 - 2.** Paragraph **2.b.** of the Limit Of Insurance section of this Coverage Part is replaced by the following with respect to coverage provided on a claims-made basis:
 - b.** The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss", for all "injury or damage" covered under this Coverage Part.
- However, this Aggregate Limit does not apply to claims first made during an Extended Reporting Period.
- The Supplemental Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" for claims first made during an Extended Reporting Period.
- C.** The following is added to the **Other Insurance** Condition of this Coverage Part:
- c.** This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis in which the policy period begins or continues after the Extended Reporting Period Endorsement takes effect.
- D.** This endorsement will not take effect unless the additional premium for it, as required in Paragraph **C.** of Virginia Changes – Underlying Claims-made Coverage Endorsement **CX 27 51**, is paid when due. If that premium is paid when due, this endorsement may not be cancelled by us, except for fraud. The premium for the Extended Reporting Period Endorsement will be deemed to be fully earned when the endorsement takes effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL CYBER INSURANCE POLICY
FINANCIAL INSTITUTIONS INFORMATION SECURITY PROTECTION CYBER POLICY
INFORMATION SECURITY PROTECTION CYBER POLICY
MEDIA AND INFORMATION SECURITY PROTECTION CYBER POLICY

- A.** Under the Information Security Protection Cyber Policy, the Financial Institutions Information Security Protection Cyber Policy and the Media And Information Security Protection Cyber Policy, the following is added to Paragraph **2.** of **Section II – Limits Of Insurance:**
- c.** We will pay interest accruing after a judgment is entered in accordance with Virginia law. Our duty to pay interest ends when we pay, offer to pay or deposit in court that part of the judgment which does not exceed the applicable Insuring Agreement Aggregate Limit of Insurance for which coverage is provided under this Policy.
- This payment will not reduce such applicable Insuring Agreement Aggregate Limit of Insurance for which coverage is provided under this Policy.
- B.** Under the Commercial Cyber Insurance Policy, the following is added to Paragraph **1.** of **Section II – Limits Of Insurance:**
- We will pay interest accruing after a judgment is entered in accordance with Virginia law. Our duty to pay interest ends when we pay, offer to pay or deposit in court that part of the judgment which does not exceed the Policy Aggregate Limit of Insurance for which coverage is provided under this Policy.
- This payment will not reduce the Policy Aggregate Limit of Insurance for which coverage is provided under this Policy.
- C.** The following is added to **Section III – Deductible:**
- Any interest accruing after a judgment is entered will not be subject to the Deductible Amount shown in the Declarations.
- D.** The **Bankruptcy** Condition in **Section VI – Conditions** is replaced by the following:
- 8. Bankruptcy**
- Your bankruptcy or insolvency, or the bankruptcy or insolvency of your estate if you are a sole proprietor, will not relieve us of our obligations under this Policy.
- E.** Under the Information Security Protection Cyber Policy and the Financial Institutions Information Security Protection Cyber Policy, the **Extended Reporting Periods** Condition in **Section VI – Conditions** is replaced by the following:
- 17. Extended Reporting Periods**
- The provisions contained within this condition apply only to Insuring Agreements **1.** Web Site Publishing Liability, **2.** Security Breach Liability and **3.** Programming Errors And Omissions Liability.
- a. Basic And Supplemental Extended Reporting Periods**
- (1)** We will provide one or more Extended Reporting Periods, as described below, if a "triggering event" takes effect.
- However, Extended Reporting Periods will not apply if cancellation or nonrenewal of this Policy is due to nonpayment of premium, failure to comply with terms or conditions of the Policy, or fraud.
- (2)** The Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to "claims" that:
- (a)** Are first made and reported to us during the applicable Extended Reporting Period; and

- (b) Arise out of either a "wrongful act" or the first of a series of "interrelated wrongful acts" which occurred on or after the Retroactive Date, if any, shown in the Declarations and before the date a "triggering event" takes effect.

b. Basic Extended Reporting Period

A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the date a "triggering event" takes effect and lasts for 30 days.

A "claim" first made and reported by the "insured" during this 30-day period will be considered to have been received within the policy period. However, the 30-day Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance purchased by the "insured", or that would be covered but for exhaustion of the Insuring Agreement Aggregate Limit of Insurance applicable to such "claims".

c. Supplemental Extended Reporting Period

(1) A Supplemental Extended Reporting Period is available by endorsement for an additional premium and starts when the Basic Extended Reporting Period ends. A Supplemental Extended Reporting Period of at least one year shall be offered.

(2) In order to obtain a Supplemental Extended Reporting Period, you must give us a written request for the Supplemental Extended Reporting Period Endorsement together with the full payment of the additional premium for the endorsement within 30 days after the date a "triggering event" takes effect. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

(3) Once in effect, the Supplemental Extended Reporting Period may not be canceled by us, except for fraud. The premium for the Supplemental Extended Reporting Period Endorsement will be deemed fully earned as of the date it is purchased.

d. There is no separate or additional Aggregate Limit of Insurance for the Basic Extended Reporting Period or the Supplemental Extended Reporting Period.

F. Under the Media And Information Security Protection Cyber Policy, the **Extended Reporting Periods** Condition in **Section VI – Conditions** is replaced by the following:

17. Extended Reporting Periods

The provisions contained within this condition apply only to Insuring Agreements **1. Media Liability (CY 00 13 only)**, **2. Security Breach Liability** and **3. Programming Errors And Omissions Liability**.

a. Basic And Supplemental Extended Reporting Periods

(1) We will provide one or more Extended Reporting Periods, as described below, if a "triggering event" takes effect.

However, Extended Reporting Periods will not apply if cancellation or nonrenewal of this Policy is due to nonpayment of premium, failure to comply with terms or conditions of the Policy, or fraud.

(2) The Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to "claims" that:

(a) Are first made and reported to us during the applicable Extended Reporting Period; and

(b) Arise out of either a "wrongful act" or the first of a series of "interrelated wrongful acts" which occurred on or after the Retroactive Date, if any, shown in the Declarations and before the date a "triggering event" takes effect.

b. Basic Extended Reporting Period

A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the date a "triggering event" takes effect and lasts for 30 days.

A "claim" first made and reported by the "insured" during this 30-day period will be considered to have been received within the policy period. However, the 30-day Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance purchased by the "insured", or that would be covered but for exhaustion of the Insuring Agreement Aggregate Limit of Insurance applicable to such "claims".

c. Supplemental Extended Reporting Period

- (1) A Supplemental Extended Reporting Period is available by endorsement for an additional premium and starts when the Basic Extended Reporting Period ends. A Supplemental Extended Reporting Period of at least one year shall be offered.
- (2) In order to obtain a Supplemental Extended Reporting Period, you must give us a written request for the Supplemental Extended Reporting Period Endorsement together with the full payment of the additional premium for the endorsement within 30 days after the date a "triggering event" takes effect. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.
- (3) Once in effect, the Supplemental Extended Reporting Period may not be canceled by us, except for fraud. The premium for the Supplemental Extended Reporting Period Endorsement will be deemed fully earned as of the date it is purchased.

- d. There is no separate or additional Aggregate Limit of Insurance for the Basic Extended Reporting Period or the Supplemental Extended Reporting Period.

G. Under the Information Security Protection Cyber Policy, the Financial Institutions Information Security Protection Cyber Policy and the Media And Information Security Protection Cyber Policy, the following is added to Section VII – Definitions:

"Triggering event" means:

- a. This Policy is canceled or not renewed; or
- b. Any of the following occurs during the policy period or upon renewal:
 - (1) The Retroactive Date is changed such that it is later than the date shown in the Declarations of this Policy; or
 - (2) This Policy no longer provides coverage on a claims-made basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA – SUPPLEMENTAL EXTENDED REPORTING PERIOD

This endorsement modifies insurance provided under the following:

FINANCIAL INSTITUTIONS INFORMATION SECURITY PROTECTION CYBER POLICY
INFORMATION SECURITY PROTECTION CYBER POLICY
MEDIA AND INFORMATION SECURITY PROTECTION CYBER POLICY

SCHEDULE

Effective Date Of Endorsement:
Supplemental Extended Reporting Period:
Premium: \$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. This Supplemental Extended Reporting Period endorsement is provided, as described in Paragraph **b.** of the Extended Reporting Periods Condition of Section **VI** – Conditions, and applies for the period of time shown in the Schedule.

B. This endorsement will not take effect unless the additional premium for it is paid, as required in Paragraph **b.** of the Extended Reporting Periods Condition of Section **VI** – Conditions. Once in effect, this endorsement may not be canceled by us, except for fraud. The premium for this endorsement will be deemed to be fully earned as of the date it is purchased.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES

This endorsement modifies insurance provided under the following:

EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART

- A.** Paragraph **D.** of **Section II – Who Is An Insured** is replaced by the following:
- D.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as an insured if no other similar insurance applies to that organization. You must notify us of such acquisition or formation as soon as practicable. However, coverage under this provision:
1. Is afforded only until the 90th day after you acquire or form the organization, or until the end of the policy period, whichever is earlier; and
 2. Does not apply to a "wrongful act" committed before you acquired or formed the organization.
- B.** Paragraphs **A.**, **C.**, **D.** and **E.** of **Section VI – Extended Reporting Period** are replaced by the following:
- A.** You will have the right to purchase an Extended Reporting Period, as described below, if a "triggering event" takes effect.
- However, we will not offer an Extended Reporting Period if cancellation or nonrenewal of this Policy is due to nonpayment of premium, failure to comply with terms or conditions of the Policy, or fraud.
- C.** The Extended Reporting Period starts on the date a "triggering event" takes effect. It does not extend the policy period or change the scope of coverage provided. It applies only to "claims" to which the following applies:
1. The "claim" is first made during the Extended Reporting Period;
 2. The "wrongful act" occurs before the date a "triggering event" takes effect; and
 3. The "wrongful act" did not commence before the Retroactive Date, if any.
- D.** You must give us a written request for the Extended Reporting Period Endorsement within 30 days after the date a "triggering event" takes effect.
- E.** The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due. Once in effect, the Extended Reporting Period may not be cancelled by us, except for fraud. The premium for the Extended Reporting Period Endorsement will be deemed to be fully earned when the endorsement takes effect.
- C.** The following is added to **Section VII – Definitions**:
- "Triggering event" means:
1. This Coverage Part is cancelled or not renewed; or
 2. Any of the following occurs:
 - a. The Retroactive Date is changed such that it is later than the date shown in the Declarations of this Coverage Part; or
 - b. This Coverage Part no longer applies to "wrongful acts" on a claims-made basis.
- D.** Paragraphs **2.**, **3.** and **5.** of the **Cancellation Common Policy Condition** are replaced by the following:
2. We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least:
 - a. 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 45 days before the effective date of cancellation if we cancel for any other reason.
 3. We will mail or deliver written notice to the first Named Insured's last mailing address known to us. If notice is mailed, it will be sent in accordance with Virginia Law.
 5. If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be 90% of pro rata. The cancellation will be effective even if we have not made or offered a refund.

E. The following is added and supersedes any other provision to the contrary:

Nonrenewal

1. If we elect not to renew this Policy, we will mail or deliver a notice of nonrenewal to the first Named Insured shown in the Declarations, stating the reason for nonrenewal, at least:
 - a. 15 days before the expiration date if the nonrenewal is due to nonpayment of premium; or
 - b. 45 days before the expiration date if the nonrenewal is for any other reason.
2. We will mail or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us. If notice is mailed, it will be sent in accordance with Virginia Law.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES – EXTENDED REPORTING PERIOD ENDORSEMENT

This endorsement modifies insurance provided under the following:

EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
SCHEDULE

Premium: \$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** An Extended Reporting Period is provided, as described in Section VI – Extended Reporting Period.
- B.** A Supplemental Limit of Insurance applies, as set forth in Paragraph D. below, to "claims" first made during the Extended Reporting Period. The limit is equal to the Limit Of Insurance entered on the Declarations in effect on the date a "triggering event" takes effect.
- C.** Paragraph B. of Section III – Limit Of Insurance is replaced by the following:
 - B.** The Limit of Insurance is the most we will pay for the sum of:
 1. All damages; and
 2. All "defense expenses";
 because of all "wrongful acts" to which this insurance applies.
 However, the Limit of Insurance does not apply to "claims" to which the Supplemental Limit of Insurance applies.
- D.** The following is added to Section III – Limit Of Insurance:
 - C.** The Supplemental Limit of Insurance is the most we will pay for the sum of:
 1. All damages; and
 2. All "defense expenses";
 because of all "wrongful acts" for "claims" first made during the Extended Reporting Period.
- E.** Section III – Limit Of Insurance, as amended by Paragraphs C. and D. above, is otherwise unchanged and applies in its entirety.
- F.** This endorsement will not take effect unless the additional premium for it, as set forth in Section VI, is paid when due. If that premium is paid when due, this endorsement may not be cancelled by us, except for fraud. The premium for the Extended Reporting Period Endorsement will be deemed to be fully earned when the endorsement takes effect.
- G.** Coverage provided by this endorsement is excess over any other valid and collectible insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**VIRGINIA EXTENDED REPORTING PERIOD
ENDORSEMENT FOR ELECTRONIC DATA
LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

ELECTRONIC DATA LIABILITY COVERAGE FORM

- A.** An Extended Reporting Period Endorsement is provided, as described in Section **V** – Extended Reporting Period.
- B.** The following is added as Paragraph **1.d.** of **Section I – Coverages:**
 - d.** A claim first made within three years after the date a "triggering event" takes effect will be deemed to have been made on the last day of the policy period, provided that the claim is for damages because of "loss of electronic data" that occurred before the date a "triggering event" takes effect (but not before any applicable Retroactive Date).
- C.** The following is added to Paragraph **4. Other Insurance** of **Section IV – Electronic Data Liability Conditions:**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the Extended Reporting Period Endorsement takes effect.
- D.** This endorsement will not take effect unless you pay the additional premium for it when due, as set forth in Section **V**, and any premium you owe us for coverage provided under this Policy. If that premium is paid when due, this endorsement may not be canceled by us, except for fraud. The premium for the Extended Reporting Period Endorsement will be deemed to be fully earned when the endorsement takes effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES – CLAIMS-MADE PROVISIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART (CLAIMS-MADE)

A. Paragraph 10. of **Section IV – Commercial General Liability Conditions** is replaced by the following:

10. Your Right To Claim And Occurrence Information

We will provide the first Named Insured shown in the Declarations the following information relating to this and any preceding general liability claims-made Coverage Part we have issued to you during the previous three years:

- a. A list or other record of each "occurrence", not previously reported to any other insurer, of which we were notified in accordance with Paragraph 2.a. of the Section IV – Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition. We will include the date and brief description of the "occurrence" if that information was in the notice we received.
- b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable General Aggregate Limit and Products-completed Operations Aggregate Limit.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

You must not disclose this information to any claimant or any claimant's representative without our consent.

If we cancel or elect not to renew this Coverage Part, we will provide such information with the notice of cancellation or nonrenewal of this Coverage Part. In other circumstances, we will provide this information only if we receive a request from the first Named Insured within 120 days from the date of the policy renewal. In this case, we will provide this information within 15 calendar days of receipt of the request.

We compile claim and "occurrence" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

B. Paragraphs 1., 2., 3., 5. and 6. of **Section V – Extended Reporting Periods** are replaced by the following:

1. We will provide one or more Extended Reporting Periods, as described below, if a "triggering event" takes effect.

However, Extended Reporting Periods will not apply if cancellation or nonrenewal of this Policy is due to nonpayment of premium, failure to comply with terms or conditions of the Policy or fraud.

2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims for:

- a. "Bodily injury" or "property damage" that occurs before the date a "triggering event" takes effect but not before the Retroactive Date, if any, shown in the Declarations; or
- b. "Personal and advertising injury" caused by an offense committed before the date a "triggering event" takes effect but not before the Retroactive Date, if any, shown in the Declarations.

Once in effect, Extended Reporting Periods may not be canceled by us, except for nonpayment of premium or fraud. The premium for the Supplemental Extended Reporting Period Endorsement will be deemed to be fully earned when the endorsement takes effect.

3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts on the date a "triggering event" takes effect and lasts for:
- a. Five years with respect to claims because of "bodily injury" and "property damage" arising out of an "occurrence" reported to us, not later than 60 days after the date a "triggering event" takes effect, in accordance with Paragraph 2.a. of the Section IV – Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition;
 - b. Five years with respect to claims because of "personal and advertising injury" arising out of an offense reported to us, not later than 60 days after the date a "triggering event" takes effect, in accordance with Paragraph 2.a. of the Section IV – Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition; and
 - c. Sixty days with respect to claims arising from "occurrences" or offenses not previously reported to us.

The Basic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.

5. A Supplemental Extended Reporting Period of unlimited duration is available, but only by an endorsement and for an extra charge. If this endorsement is purchased, the Basic Extended Reporting Period will not apply, and this supplemental period will start on the date a "triggering event" takes effect.

You must give us a written request for the endorsement within 60 days after the date a "triggering event" takes effect. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limits of Insurance available under this Coverage Part for future payment of damages; and
- d. Other related factors.

The additional premium will not exceed 200% of the annual premium for this Coverage Part.

This endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

6. If the Supplemental Extended Reporting Period is in effect, we will provide the supplemental aggregate limits of insurance described below, but only for claims first received and recorded during the Supplemental Extended Reporting Period.

The supplemental aggregate limits of insurance will be equal to the dollar amount shown in the Declarations in effect on the date a "triggering event" takes effect for such of the following limits of insurance for which a dollar amount has been entered:

General Aggregate Limit

Products-Completed Operations Aggregate Limit

Paragraphs 2. and 3. of Section III – Limits Of Insurance will be amended accordingly. The Personal and Advertising Injury Limit, the Each Occurrence Limit and the Damage To Premises Rented To You Limit shown in the Declarations will then continue to apply, as set forth in Paragraphs 4., 5. and 6. of that section.

- C. The following is added to Section VI – Definitions:

"Triggering event" means:

- a. This Coverage Part is canceled or not renewed; or
- b. Any of the following occurs during the policy period or upon renewal:
 - (1) The Retroactive Date is changed such that it is later than the date shown in the Declarations of this Coverage Part; or
 - (2) This Coverage Part no longer applies to "bodily injury", "property damage" or "personal and advertising injury" on a claims-made basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM (CLAIMS-MADE VERSION)

- A.** A Supplemental Extended Reporting Period Endorsement is provided, as described in Section **V – Extended Reporting Periods**.
- B.** A Supplemental General Aggregate Limit and a Supplemental Products-Completed Operations Aggregate Limit apply, as set forth in Paragraphs **C.** and **D.** below, to claims first received and recorded during the Supplemental Extended Reporting Period. These limits are equal, respectively, to the General Aggregate Limit and the Products-Completed Operations Aggregate Limit, if any, entered on the Declarations in effect on the date a "triggering event" takes effect.
- C.** Paragraph **2.** of **Section III – Limits Of Insurance** is replaced by the following:
- 2.** The General Aggregate Limit is the most we will pay for the sum of:
- a.** Medical expenses under Coverage **C**;
 - b.** Damages under Coverage **A**, except damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard"; and
 - c.** Damages under Coverage **B**.
- However, the General Aggregate Limit does not apply to damages for claims first received and recorded during the Supplemental Extended Reporting Period.
- The Supplemental General Aggregate Limit is the most we will pay for the sum of damages under:
- a.** Coverage **A**, except damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard"; and
 - b.** Coverage **B**;
- for claims first received and recorded during the Supplemental Extended Reporting Period.
- D.** Paragraph **3.** of **Section III – Limits Of Insurance** is replaced by the following:
- 3.** The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", except damages for claims first received and recorded during the Supplemental Extended Reporting Period.
- The Supplemental Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" for claims first received and recorded during the Supplemental Extended Reporting Period.
- E.** Section **III – Limits Of Insurance**, as amended by Paragraphs **C.** and **D.** above, is otherwise unchanged and applies in its entirety.
- F.** The first paragraph of Paragraph **4.b.** of **Section IV – Commercial General Liability Conditions** is replaced by the following:
- 4. Other Insurance**
- b. Excess Insurance**
- This insurance is excess over:
- (1)** Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a)** That is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to "bodily injury" or "property damage" on other than a claims-made basis, if:
 - (i)** No Retroactive Date is shown in the Declarations of this insurance; or

- (ii) The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance;
 - (b) That is Fire, Extended Coverage, Builders' Risk, Installation Risk or similar coverage for "your work";
 - (c) That is Fire Insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (d) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
 - (e) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability; or
 - (f) Whose policy period begins or continues after the Supplemental Extended Reporting Period begins; or
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.
- G.** This endorsement will not take effect unless the additional premium for it, as set forth in Section **V**, is paid when due. If that premium is paid when due, this endorsement may not be canceled by us, except for fraud. The premium for the Supplemental Extended Reporting Period Endorsement will be deemed to be fully earned when the endorsement takes effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES – CLAIMS-MADE PROVISIONS FOR LIQUOR LIABILITY

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM (CLAIMS-MADE VERSION)

A. Paragraph 10. of Section IV – Liquor Liability Conditions is replaced by the following:

10. Your Right To Claim And Injury Information

We will provide the first Named Insured shown in the Declarations the following information relating to this and any preceding liquor liability claims-made Coverage Part we have issued to you during the previous three years:

- a. A list or other record of each "injury", not previously reported to any other insurer, of which we were notified in accordance with Paragraph 2.a. of the Section IV – Duties In The Event Of Injury, Claim Or Suit Condition in Liquor Liability Conditions. We will include the date and brief description of the "injury" if that information was in the notice we received.
- b. A summary by policy year, of payments made and amounts reserved, stated separately, under the Aggregate Limit.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

You must not disclose this information to any claimant or any claimant's representative without our consent.

If we cancel or elect not to renew this Coverage Part, we will provide such information with the notice of cancellation or nonrenewal of this Coverage Part. In other circumstances, we will provide this information only if we receive a request from the first Named Insured within 120 days from the date of the policy renewal. In this case, we will provide this information within 15 calendar days of receipt of the request.

We compile claim and "injury" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

B. Paragraphs 1., 2., 3., 5. and 6. of Section V – Extended Reporting Periods are replaced by the following:

1. We will provide one or more Extended Reporting Periods, as described below, if a "triggering event" takes effect.

However, Extended Reporting Periods will not apply if cancellation or nonrenewal of this Policy is due to nonpayment of premium, failure to comply with terms or conditions of the Policy or fraud.

2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims for "injury" that occurs before the date a "triggering event" takes effect, but not before the Retroactive Date, if any, shown in the Declarations.

Once in effect, Extended Reporting Periods may not be canceled by us except for nonpayment of premium or fraud. The premium for the Supplemental Extend Reporting Period Endorsement will be deemed to be fully earned when the endorsement takes effect.

3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts on the date a "triggering event" takes effect and lasts for:
 - a. Five years with respect to claims because of "injury" reported to us, not later than 60 days after the date a "triggering event" takes effect, in accordance with Paragraph 2.a. of the Section IV – Duties In The Event Of Injury, Claim Or Suit Condition in Liquor Liability Conditions; and
 - b. Sixty days with respect to claims arising from "injury" not previously reported to us.

The Basic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.

5. A Supplemental Extended Reporting Period of unlimited duration is available, but only by an endorsement and for an extra charge. If this endorsement is purchased, the Basic Extended Reporting Period will not apply, and this supplemental period will start on the date a "triggering event" takes effect.

You must give us a written request for the endorsement within 60 days after the date a "triggering event" takes effect. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limits of Insurance available under this Coverage Part for future payment of damages; and
- d. Other related factors.

The additional premium will not exceed 200% of the annual premium for this Coverage Part.

This endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

6. If the Supplemental Extended Reporting Period is in effect, we will provide the supplemental aggregate limits of insurance described below, but only for claims first received and recorded during the Supplemental Extended Reporting Period.

The supplemental aggregate limits of insurance will be equal to the dollar amount shown in the Declarations in effect on the date a "triggering event" takes effect for the Aggregate Limit.

Paragraph 2. of Section III – Limits Of Insurance will be amended accordingly. The Each Common Cause Limit shown in the Declarations will then continue to apply, as set forth in Paragraph 3. of that Section.

- C. The following is added to **Section VI – Definitions:**

"Triggering event" means:

- a. This Coverage Part is cancelled or not renewed; or
- b. Any of the following occurs during the policy period or upon renewal:
 - (1) The Retroactive Date is changed such that it is later than the date shown in the Declarations of this Coverage Part; or
 - (2) This Coverage Part no longer applies to "injury" on a claims-made basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT FOR LIQUOR LIABILITY

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM (CLAIMS-MADE VERSION)

- A.** A Supplemental Extended Reporting Period Endorsement is provided, as described in **Section V – Extended Reporting Periods**.
- B.** A Supplemental Aggregate Limit applies, as set forth in Paragraph **C.** below, to claims first received and recorded during the Supplemental Extended Reporting Period. This limit is equal to the Aggregate Limit entered on the Declarations in effect on the date a "triggering event" takes effect.
- C.** Paragraph **2.** of **Section III – Limits Of Insurance** is replaced by the following:
 - 2.** The Aggregate Limit is the most we will pay for all "injury" as the result of the selling, serving or furnishing of alcoholic beverages, except "injury" for which a claim was first received and recorded during the Supplemental Extended Reporting Period.

The Supplemental Aggregate Limit is the most we will pay for claims first received and recorded during the Supplemental Extended Reporting Period for "injury" as the result of the selling, serving or furnishing of alcoholic beverages.
- D.** **Section III – Limits Of Insurance**, as amended by Paragraph **C.** above, is otherwise unchanged and applies in its entirety.
- E.** The first paragraph of **4.b.** of **Section IV – Liquor Liability Conditions** is replaced by the following:
 - 4. Other Insurance**
 - b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to "injury" on other than a claims-made basis, if:

 - (1)** No Retroactive Date is shown in the Declarations of this insurance;
 - (2)** The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance; or
 - (3)** The other insurance has a policy period which begins or continues after the Supplemental Extended Reporting Period begins.
- F.** This endorsement will not take effect unless the additional premium for it, as set forth in **Section V**, is paid when due. If that premium is paid when due, this endorsement may not be canceled by us, except for fraud. The premium for the Supplemental Extended Reporting Period Endorsement will be deemed to be fully earned when the endorsement takes effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES – CLAIMS-MADE PROVISIONS FOR PRODUCTS/COMPLETED OPERATIONS LIABILITY

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM (CLAIMS-MADE VERSION)

A. Paragraph 10. of Section IV – Products/Completed Operations Liability Conditions is replaced by the following:

10. Your Right To Claim And Occurrence Information

We will provide the first Named Insured shown in the Declarations the following information relating to this and any preceding products/completed operations liability claims-made Coverage Part we have issued to you during the previous three years:

- a.** A list or other record of each "occurrence", not previously reported to any other insurer, of which we were notified in accordance with Paragraph 2.a. of the Section IV – Duties In The Event Of Occurrence, Claim Or Suit Condition. We will include the date and brief description of the "occurrence" if that information was in the notice we received.
- b.** A summary by policy year, of payments made and amounts reserved, stated separately, under the Aggregate Limit.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

You must not disclose this information to any claimant or any claimant's representative without our consent.

If we cancel or elect not to renew this Coverage Part, we will provide such information with the notice of cancellation or nonrenewal of this Coverage Part. In other circumstances, we will provide this information only if we receive a request from the first Named Insured within 120 days from the date of the policy renewal. In this case, we will provide this information within 15 calendar days of receipt of the request.

We compile claim and "occurrence" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

B. Paragraphs 1., 2., 3., 5. and 6. of Section V – Extended Reporting Periods are replaced by the following:

- 1.** We will provide one or more Extended Reporting Periods, as described below, if a "triggering event" takes effect.

However, Extended Reporting Periods will not apply if cancellation or nonrenewal of this Policy is due to nonpayment of premium, failure to comply with terms or conditions of the Policy or fraud.

- 2.** Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims for "bodily injury" or "property damage" that occurs before the date a "triggering event" takes effect but not before the Retroactive Date, if any, shown in the Declarations.

Once in effect, Extended Reporting Periods may not be canceled by us, except for nonpayment of premium or fraud. The premium for the Supplemental Extended Reporting Period Endorsement will be deemed to be fully earned when the endorsement takes effect.

3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts on the date a "triggering event" takes effect and lasts for:

- a. Five years with respect to claims because of "bodily injury" and "property damage" arising out of an "occurrence" reported to us, not later than 60 days after the date a "triggering event" takes effect, in accordance with Paragraph 2.a. of the Section IV – Duties In The Event Of Occurrence, Claim Or Suit Condition; and
- b. Sixty days with respect to claims arising from "occurrences" not previously reported to us.

The Basic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.

5. A Supplemental Extended Reporting Period of unlimited duration is available, but only by an endorsement and for an extra charge. If this endorsement is purchased, the Basic Extended Reporting Period will not apply, and this supplemental period will start on the date a "triggering event" takes effect.

You must give us a written request for the endorsement within 60 days after the date a "triggering event" takes effect. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limits of Insurance available under this Coverage Part for future payment of damages; and
- d. Other related factors.

The additional premium will not exceed 200% of the annual premium for this Coverage Part.

This endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

6. If the Supplemental Extended Reporting Period is in effect, we will provide a supplemental aggregate limit of insurance described below, but only for claims first received and recorded during the Supplemental Extended Reporting Period.

The supplemental aggregate limit of insurance will be equal to the dollar amount shown in the Declarations in effect on the date a "triggering event" takes effect for the Aggregate Limit.

Paragraph 2. of Section III – Limits Of Insurance will be amended accordingly. The Each Occurrence Limit shown in the Declarations will then continue to apply, as set forth in Paragraph 3. of that section.

C. The following is added to Section VI – Definitions:

"Triggering event" means:

- a. This Coverage Part is cancelled or not renewed; or
- b. Any of the following occurs during the policy period or upon renewal:
 - (1) The Retroactive Date is changed such that it is later than the date shown in the Declarations of this Coverage Part; or
 - (2) This Coverage Part no longer applies to "bodily injury" or "property damage" on a claims-made basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT FOR PRODUCTS/COMPLETED OPERATIONS LIABILITY

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM (CLAIMS-MADE VERSION)

- A.** A Supplemental Extended Reporting Period Endorsement is provided, as described in Section **V – Extended Reporting Periods**.
- B.** A Supplemental Aggregate Limit applies, as set forth in Paragraph **C.** below, to claims first received and recorded during the Supplemental Extended Reporting Period. This limit is equal to the Aggregate Limit entered on the Declarations in effect on the date a "triggering event" takes effect.
- C.** Paragraph **2.** of **Section III – Limits Of Insurance** is replaced by the following:
- 2.** The Aggregate Limit is the most we will pay for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", except damages for claims first received and recorded during the Supplemental Extended Reporting Period.
- The Supplemental Aggregate Limit is the most we will pay for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" for claims first received and recorded during the Supplemental Extended Reporting Period.
- D.** **Section III – Limits Of Insurance**, as amended by Paragraph **C.** above, is otherwise unchanged and applies in its entirety.
- E.** The first paragraph of Paragraph **4.b.** of **Section IV – Products/Completed Operations Liability Conditions** is replaced by the following:
- 4. Other Insurance**
- b. Excess Insurance**
- This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to "bodily injury" or "property damage" included within the "products-completed operations hazard" on other than a claims-made basis, if:
- (1)** No Retroactive Date is shown in the Declarations of this insurance;
- (2)** The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance; or
- (3)** The policy period of the other insurance begins or continues after the Supplemental Extended Reporting Period begins.
- F.** This endorsement will not take effect unless the additional premium for it, as set forth in Section **V**, is paid when due. If that premium is paid when due, this endorsement may not be canceled by us, except for fraud. The premium for the Supplemental Extended Reporting Period Endorsement will be deemed to be fully earned when the endorsement takes effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES – EXTENDED REPORTING PERIOD FOR POLLUTION LIABILITY

This endorsement modifies insurance provided under the following:

POLLUTION LIABILITY COVERAGE FORM

A. Paragraphs 1., 2. and 3. of Section V – Extended Reporting Period Option are replaced by the following:

1. This section applies only if a "triggering event" takes effect.

However, this section will not apply if cancellation or nonrenewal of this Policy is due to nonpayment of premium, failure to comply with terms or conditions of the Policy or fraud.

2. If we provide the Extended Reporting Period Endorsement:

a. A claim first made within one year after the date a "triggering event" takes effect will be deemed to have been made on the last day of the policy period, provided that the claim is for damages because of "bodily injury" or "property damage" that occurred before the date a "triggering event" takes effect.

b. All loss of use which results from physical injury to, destruction of or contamination of tangible property shall be deemed to occur at the time of the physical injury that caused it.

c. All loss of use of tangible property that is not physically injured, destroyed or contaminated, but has been evacuated, withdrawn from use or rendered inaccessible because of a "pollution incident" shall be deemed to occur at the time of the "pollution incident" that caused it.

d. The Extended Reporting Period Endorsement will not reinstate or increase the Limits of Insurance or extend the policy period.

3. We will issue this endorsement if the first Named Insured shown in the Declarations:

a. Makes a written request for it which we receive within 30 days after the date a "triggering event" takes effect; and

b. Promptly pays the additional premium when due.

The Extended Reporting Period Endorsement will not take effect unless the additional premium is paid when due. If that premium is paid when due, the Endorsement may not be cancelled by us except for fraud. The premium for the Extended Reporting Period Endorsement will be deemed to be fully earned when the endorsement takes effect.

The Extended Reporting Period Endorsement will also amend Paragraph **4.b.** Other Insurance of Section **IV – Pollution Liability Conditions** so the insurance provided will be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the endorsement takes effect.

B. The following is added to **Section VI – Definitions:**

"Triggering event" means:

a. This Coverage Part is cancelled or not renewed; or

b. Any of the following occurs during the policy period or upon renewal:

(1) We renew or replace this Coverage Part with other Pollution Liability insurance that:

(a) Provides claims-made coverage for Bodily Injury and Property Damage Liability; and

(b) Has a Retroactive Date that is changed such that it is later than the one shown in this Coverage Part's Declarations; or

(2) This Coverage Part no longer applies to coverage on a claims-made basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA EXTENDED REPORTING PERIOD ENDORSEMENT FOR POLLUTION LIABILITY

This endorsement modifies insurance provided under the following:

POLLUTION LIABILITY COVERAGE PART

- A.** The following is added as Paragraph **(5)** to Paragraph **1.b.** of **Section I – Pollution Liability Coverage**:
- 1. Insuring Agreement – Bodily Injury And Property Damage Liability**
 - b.** This insurance applies to "bodily injury" and "property damage" only if:
 - (5)** A claim first made within one year after the end of the policy period will be deemed to have been made on the last day of the policy period, provided that the claim is for damages because of "bodily injury" or "property damage" that occurred before the end of the policy period (but not before any applicable Retroactive Date).
- B.** The following is added to Paragraph **4.b.** of the **Other Insurance** Condition of **Section IV – Pollution Liability Conditions**:
- 4. Other Insurance**
 - b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

 - (3)** Whose policy period begins or continues after the Extended Reporting Period Endorsement takes effect.
- C.** This endorsement will not take effect unless the additional premium for it, as set forth in **Section V**, is paid when due. If that premium is paid when due, this endorsement may not be canceled by us, except for fraud. The premium for the Extended Reporting Period Endorsement will be deemed to be fully earned when the endorsement takes effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**VIRGINIA AMENDMENT OF SECTION V – EXTENDED
REPORTING PERIODS FOR SPECIFIC ACCIDENTS,
PRODUCTS, WORK OR LOCATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM (CLAIMS-MADE VERSION)

SCHEDULE

Date Of Accident	
"Location" Of Accident	
Description Of Accident	
"Location"	
Address	
Description Of "Location"	
"Your Product" Or "Your Work" (Description)	Date Of Distribution, Disposal Or Completion) (Specify Date and one of above acts.) (Manufacture, Sale,
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

We have issued a renewal of this insurance excluding "bodily injury" and "property damage" arising out of the accident(s), products, work or "location(s)" described above. When that renewal takes effect, this insurance is amended as follows:

A. Paragraphs 1. and 2. of Section V – Extended Reporting Periods are replaced by the following:

1. One or more Extended Reporting Periods are provided as set forth below.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims for "bodily injury" or "property damage" that occurred before the end of the policy period (but not before the Retroactive Date, if any, shown in the Declarations), and only if such "bodily injury" or "property damage":
 - a. Arose out of the accident(s) or "location(s)", if any, described above; or
 - b. Arose out of the products or work, if any, described above and is included in the "products-completed operations hazard".

Once in effect, Extended Reporting Periods may not be canceled by us, except for nonpayment of premium or fraud. The premium for the Supplemental Extended Reporting Period Endorsement will be deemed to be fully earned when the endorsement takes effect.

B. Paragraphs 3., 4., 5. and 6. of Section V – Extended Reporting Periods remain unchanged. But the Supplemental Extended Reporting Period endorsement referred to in Paragraphs 5. and 6. will be the Virginia Supplemental Extended Reporting Period Endorsement For Specific Accidents, Products, Work Or Locations.

C. For the purposes of this endorsement, the following definition is added to the Definitions Section:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT FOR SPECIFIC ACCIDENTS, PRODUCTS, WORK OR LOCATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM (CLAIMS-MADE VERSION)

- A.** The Supplemental Extended Reporting Period Endorsement described in Section **V** – Extended Reporting Periods, as amended by the Virginia Amendment Of Section **V** – Extended Reporting Periods For Specific Accidents, Products, Work Or Location endorsement, is provided.
- B.** A Supplemental General Aggregate Limit and a Supplemental Products-Completed Operations Aggregate Limit apply, as set forth in Paragraphs **C.** and **D.** below, to claims first received and recorded during the Supplemental Extended Reporting Period. These limits are equal, respectively, to the General Aggregate Limit and the Products-Completed Operations Aggregate Limit, if any, entered on the Declarations in effect at the end of the policy period.
- C.** Paragraph **2.** of **Section III – Limits Of Insurance** is replaced by the following:
- 2.** The General Aggregate Limit is the most we will pay for the sum of:
- a.** Medical expenses under Coverage **C**;
 - b.** Damages under Coverage **A**, except damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard"; and
 - c.** Damages under Coverage **B**.
- However, the General Aggregate Limit does not apply to damages for claims first received and recorded during the Supplemental Extended Reporting Period.

The Supplemental General Aggregate Limit is the most we will pay for the sum of damages under:

- a.** Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - b.** Coverage **B**;
for claims first received and recorded during the Supplemental Extended Reporting Period.
- D.** Paragraph **3.** of **Section III – Limits Of Insurance** is replaced by the following:
- 3.** The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", except damages for claims first received and recorded during the Supplemental Extended Reporting Period.
- The Supplemental Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" and for claims first received and recorded during the Supplemental Extended Reporting Period.
- E.** **Section III – Limits Of Insurance**, as amended by Paragraphs **C.** and **D.** above, is otherwise unchanged and applies in its entirety.

F. The first paragraph of Paragraph 4.b. of Section IV – Commercial General Liability Conditions is replaced by the following:

4. Other Insurance

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to "bodily injury" or "property damage" on other than a claims-made basis, if:
 - (i) No Retroactive Date is shown in the Declarations of this insurance; or
 - (ii) The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance;
 - (b) That is Fire, Extended Coverage, Builders' Risk, Installation Risk or similar coverage for "your work";
 - (c) That is Fire Insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(d) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(e) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability; or

(f) Whose policy period begins or continues after the Supplemental Extended Reporting Period begins; or

(2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured.

G. This endorsement will not take effect unless the additional premium for it, as set forth in Section V, is paid when due. If that premium is paid when due, this endorsement may not be canceled by us, except for fraud. The premium for the Supplemental Extended Reporting Period Endorsement will be deemed to be fully earned when the endorsement takes effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT FOR SPECIFIC ACCIDENTS, PRODUCTS, WORK OR LOCATIONS

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM (CLAIMS-MADE VERSION)

- A.** The Supplemental Extended Reporting Period Endorsement described in Section **V** – Extended Reporting Periods, as amended by the Virginia Amendment Of Section **V** – Extended Reporting Periods For Specific Accidents, Products, Work Or Location Endorsement, is provided.
- B.** A Supplemental Aggregate Limit applies, as set forth in Paragraph **C.** below, to claims first received and recorded during the Supplemental Extended Reporting Period. This limit is equal to the Aggregate Limit entered on the Declarations in effect at the end of the policy period.
- C.** Paragraph **2.** of **Section III – Limits Of Insurance** is replaced by the following:
- 2.** The Aggregate Limit is the most we will pay for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", except damages for which claim was first received and recorded during the Supplemental Extended Reporting Period.
- The Supplemental Aggregate Limit is the most we will pay for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" for claims first received and recorded during the Supplemental Extended Reporting Period.
- D.** **Section III – Limits Of Insurance**, as amended by Paragraph **C.** above, is otherwise unchanged and applies in its entirety.
- E.** The first paragraph of Paragraph **4.b.** of **Section IV – Products/Completed Operations Liability Conditions** is replaced by the following:
- 4. Other Insurance**
- b. Excess Insurance**
- This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to "bodily injury" or "property damage" included within the "products-completed operations hazard" on other than a claims-made basis, if:
- (1)** No Retroactive Date is shown in the Declarations of this insurance;
- (2)** The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance; or
- (3)** The policy period of the other insurance begins or continues after the Supplemental Extended Reporting Period begins.
- F.** This endorsement will not take effect unless the additional premium for it, as set forth in Section **V**, is paid when due. If that premium is paid when due, this endorsement may not be canceled by us, except for fraud. The premium for the Supplemental Extended Reporting Period Endorsement will be deemed to be fully earned when the endorsement takes effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA AMENDMENT OF SECTION V – EXTENDED REPORTING PERIODS FOR SPECIFIC ACCIDENTS, PRODUCTS, WORK OR LOCATION

This endorsement modifies insurance provided under the following:

PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM (CLAIMS-MADE VERSION)

SCHEDULE

Date Of Accident	Location Of Accident	Description Of Accident
"Location"	Address	Description Of "Location"
"Your Product" Or "Your Work" (Description)	Date Of (Manufacture, Sale, Distribution, Disposal Or Completion) (Specify Date and one of above acts)	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

We have issued a renewal of this insurance excluding "bodily injury" and "property damage" arising out of the accident(s), products, work or "location(s)" described above. When that renewal takes effect, this insurance is amended as follows:

A. Paragraphs 1. and 2. of Section V – Extended Reporting Periods are replaced by the following:

1. One or more Extended Reporting Periods are provided as set forth below.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims for "bodily injury" or "property damage" that occurred before the end of the policy period (but not before the Retroactive Date, if any, shown in the Declarations), and only if such "bodily injury" or "property damage":
 - a. Arose out of the accident(s) or "location(s)", if any, described above; or

- b. Arose out of the products or work, if any, described above and is included in the "products-completed operations hazard".

Once in effect, Extended Reporting Periods may not be canceled by us, except for nonpayment of premium or fraud. The premium for the Supplemental Extended Reporting Period Endorsement will be deemed to be fully earned when the endorsement takes effect.

B. Paragraphs 3., 4., 5. and 6. of Section V – Extended Reporting Periods remain unchanged. But the Supplemental Extended Reporting Period endorsement referred to in Paragraphs 5. and 6. will be the Virginia Supplemental Extended Reporting Period Endorsement For Specific Accidents, Products, Work Or Locations.

C. For the purposes of this endorsement, the following definition is added to the **Definitions** Section:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES – EXTENDED REPORTING PERIOD

This endorsement modifies insurance provided under the following:

ELECTRONIC DATA LIABILITY COVERAGE FORM

A. Paragraphs 1., 2. and 3. of Section V – Extended Reporting Period are replaced by the following:

1. You will have the right to purchase an Extended Reporting Period from us if a "triggering event" takes effect.

However, the right to purchase an Extended Reporting Period from us does not apply if cancellation or nonrenewal of this Policy is due to nonpayment of premium, failure to comply with terms or conditions of the Policy or fraud.

2. An Extended Reporting Period, as specified in Paragraph 1. above, lasts for three years and is available only by endorsement and for an additional charge.

You must give us a written request for the Extended Reporting Period Endorsement within 30 days after the date a "triggering event" takes effect. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due. Once in effect, the Extended Reporting Period may not be canceled by us except for fraud. The premium for the Extended Reporting Period Endorsement will be deemed to be fully earned when the endorsement takes effect.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limit of Insurance available under this Policy for future payment of damages; and

- d. Other related factors.

The additional premium will not exceed 100% of the annual premium for this Policy.

3. The Extended Reporting Period starts on the date a "triggering event" takes effect and does not extend the policy period or change the scope of coverage provided. It applies only to claims to which the following applies:

- a. The claim is first made during the Extended Reporting Period;
- b. The "loss of electronic data" occurs before the date a "triggering event" takes effect; and
- c. The "loss of electronic data" did not commence before the Retroactive Date, if any.

B. The following is added to Section VI – Definitions:

"Triggering event" means:

- a. This Coverage Part is canceled or not renewed for any reason; or
- b. Any of the following occurs during the policy period or upon renewal:
 - (1) The Retroactive Date is changed such that it is later than the one shown in the Declarations of this Coverage Part; or
 - (2) This Coverage Part no longer applies to "loss of electronic data" on a claims-made basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA EMPLOYEE BENEFITS LIABILITY COVERAGE

**THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage	Limit Of Insurance	Each Employee Deductible	Premium
Employee Benefits Programs	\$ Each Employee	\$	\$
	\$ Aggregate		
Retroactive Date:			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

A. The following is added to Section I – Coverages:

Coverage – Employee Benefits Liability

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph D. (Section III – Limits Of Insurance); and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to damages only if:
 - (1) The act, error or omission, is negligently committed in the "administration" of your "employee benefit program";
 - (2) The act, error or omission, did not take place before the Retroactive Date, if any, shown in the Schedule nor after the end of the policy period; and
 - (3) A "claim" for damages, because of an act, error or omission, is first made against any insured, in accordance with Paragraph c. below, during the policy period or an Extended Reporting Period we provide under Paragraph F. of this endorsement.
- c. A "claim" seeking damages will be deemed to have been made at the earlier of the following times:
 - (1) When notice of such "claim" is received and recorded by any insured or by us, whichever comes first; or

- (2) When we make settlement in accordance with Paragraph a. above.

A "claim" received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.

- d. All "claims" for damages made by an "employee" because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such "employee's" dependents and beneficiaries, will be deemed to have been made at the time the first of those "claims" is made against any insured.

2. Exclusions

This insurance does not apply to:

a. Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any "claim" based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or
- (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

f. Workers' Compensation And Similar Laws

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

j. Employment-related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

B. For the purposes of the coverage provided by this endorsement:

1. All references to Supplementary Payments – Coverages **A** and **B** are replaced by Supplementary Payments – Coverages **A**, **B** and **Employee Benefits Liability**.
2. Paragraphs **1.b.** and **2.** of the Supplementary Payments provision do not apply.

C. For the purposes of the coverage provided by this endorsement, Paragraphs **2.** and **3.** of **Section II – Who Is An Insured** are replaced by the following:

2. Each of the following is also an insured:
 - a. Each of your "employees" who is or was authorized to administer your "employee benefit program".
 - b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
 - c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this endorsement.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
- b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.

D. For the purposes of the coverage provided by this endorsement, **Section III – Limits Of Insurance** is replaced by the following:

1. Limits Of Insurance

a. The Limits Of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:

- (1) Insureds;
- (2) "Claims" made or "suits" brought;
- (3) Persons or organizations making "claims" or bringing "suits";
- (4) Acts, errors or omissions; or
- (5) Benefits included in your "employee benefit program".

b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (1) An act, error or omission; or
- (2) A series of related acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

The limits of insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the Policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

2. Deductible

a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

b. The deductible amount stated in the Schedule applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

c. The terms of this insurance, including those with respect to:

- (1) Our right and duty to defend any "suits" seeking those damages; and
- (2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or "claim";

apply irrespective of the application of the deductible amount.

d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

E. For the purposes of the coverage provided by this endorsement, Conditions 2. and 4. of **Section IV – Commercial General Liability Conditions** are replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and

(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a "claim" is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the "claim" or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Schedule of this insurance and that applies to an act, error or omission on other than a claims-made basis, if:

(a) No Retroactive Date is shown in the Schedule of this insurance; or

(b) The other insurance has a policy period which continues after the Retroactive Date shown in the Schedule of this insurance.

(2) When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of the total amount that all such other insurance would pay for the loss in absence of this insurance; and the total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits Of Insurance shown in the Schedule of this endorsement.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance to the total applicable limits of insurance of all insurers.

- F. For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added, or, if this endorsement is attached to a claims-made Coverage Part, replaces any similar section in that Coverage Part:

Extended Reporting Period

1. You will have the right to purchase an Extended Reporting Period, as described below, if a "triggering event" takes effect.

However, we will not offer an Extended Reporting Period if cancellation or nonrenewal of this endorsement is due to nonpayment of premium, failure to comply with terms or conditions of the Policy or fraud.

2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to "claims" for acts, errors or omissions that were first committed before the date a "triggering event" takes effect but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the Extended Reporting Period may not be canceled by us, except for fraud. The premium for the Extended Reporting Period Endorsement will be deemed to be fully earned when the endorsement takes effect.

3. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 60 days after the date a "triggering event" takes effect. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The "employee benefit programs" insured;
- b. Previous types and amounts of insurance;
- c. Limits of insurance available under this endorsement for future payment of damages; and

- d. Other related factors.

The additional premium will not exceed 100% of the annual premium for this endorsement.

The Extended Reporting Period Endorsement applicable to this coverage shall set forth the terms, not inconsistent with this section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

4. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance described below, but only for claims first received and recorded during the Extended Reporting Period.

The extended reporting period aggregate limit of insurance will be equal to the dollar amount shown in the Schedule of this endorsement under Limit Of Insurance.

Paragraph **D.1.b.** of this endorsement will be amended accordingly. The Each Employee Limit shown in the Schedule will then continue to apply as set forth in Paragraph **D.1.c.**

- G. For the purposes of the coverage provided by this endorsement, the following definitions are added to the **Definitions** Section:

1. "Administration" means:
- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
 - b. Handling records in connection with the "employee benefit program"; or
 - c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
3. "Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.

4. "Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
 - a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
 - e. Any other similar benefits designated in the Schedule or added thereto by endorsement.

5. "Triggering event" means:
 - a. This endorsement is canceled or not renewed; or
 - b. With respect to this endorsement, any of the following occurs during the policy period or upon renewal:
 - (1) The Retroactive Date is changed such that it is later than the date shown in the Schedule of this endorsement; or
 - (2) This endorsement no longer applies to an act, error or omission on a claims-made basis.

- H. For the purposes of the coverage provided by this endorsement, Definitions 5. and 18. in the **Definitions** Section are replaced by the following:
 5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 18. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA EXTENDED REPORTING PERIOD ENDORSEMENT FOR EMPLOYEE BENEFITS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

VIRGINIA EMPLOYEE BENEFITS LIABILITY COVERAGE ENDORSEMENT

- A.** An Extended Reporting Period Endorsement is provided, as described in Paragraph **F.** of the Virginia Employee Benefits Liability Coverage Endorsement.
- B.** An Extended Reporting Period Aggregate Limit applies, as set forth below in Paragraph **C.** of this endorsement, to "claims" first received and recorded during the Extended Reporting Period. This limit is equal to the Aggregate Limit entered in the Schedule of the Virginia Employee Benefits Liability Coverage Endorsement **CG 32 98** in effect on the date a "triggering event" takes effect.
- C.** Paragraph **D.1.b.** of the Virginia Employee Benefits Liability Coverage Endorsement is replaced by the following:
- 1. Limits Of Insurance**
- b.** The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- However, the Aggregate Limit does not apply to "claims" first received and recorded during the extended reporting period.
- The Extended Reporting Period Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program" for "claims" first received and recorded during the Extended Reporting Period.
- D.** The following is added to Subparagraph **4.b.(1)** of the **Other Insurance** Condition of Paragraph **E.** of the Virginia Employee Benefits Liability Coverage Endorsement:
- 4. Other Insurance**
- b. Excess Insurance**
- This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis; whose policy period begins or continues after the Extended Reporting Period Endorsement takes effect.
- E.** This endorsement will not take effect unless the additional premium for it, as set forth in Paragraph **F.** of the Virginia Employee Benefits Liability Coverage Endorsement, is paid when due. If that premium is paid when due, this endorsement may not be canceled by us, except for fraud. The premium for the Extended Reporting Period Endorsement will be deemed to be fully earned when the endorsement takes effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES

This endorsement modifies insurance provided under the following:

INSURANCE AGENTS AND BROKERS PROFESSIONAL LIABILITY POLICY

A. Paragraphs K.2., K.3. and K.5. of Section VI – Conditions are replaced by the following:

K. Cancellation

2. We may cancel this Policy by mailing or delivering to the first "named insured" written notice of cancellation, stating the reason for cancellation, at least:
 - a. 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 45 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver written notice to the first "named insured's" last mailing address known to us. If notice is mailed, it will be sent in accordance with Virginia Law.
5. If this Policy is cancelled, we will send the first "named insured" any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium:
 - a. We will compute return premium pro rata and round to the next higher whole dollar when this Policy is cancelled:
 - (1) At our request;
 - (2) Because you no longer have a financial or insurable interest in the business operation that is the subject of insurance;
 - (3) And rewritten by us or a member of our company group; or
 - (4) After the first year, if it is a prepaid policy written for a term of more than one year.

- b. When this Policy is cancelled at your request (except when Paragraph **A.K.5.a.(2)**, **A.K.5.a.(3)** or **A.K.5.a.(4)** applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.

B. Paragraph L. of Section VI – Conditions is replaced by the following:

L. When We Do Not Renew

1. If we elect not to renew this Policy, we will mail or deliver a notice of nonrenewal to the first "named insured", stating the reason for nonrenewal, at least:
 - a. 15 days before the expiration date if the nonrenewal is due to nonpayment of premium; or
 - b. 45 days before the expiration date if the nonrenewal is for any other reason.
2. We will mail or deliver written notice of nonrenewal to the first "named insured's" last mailing address known to us. If notice is mailed, it will be sent in accordance with Virginia Law.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. Paragraphs A., B., C., D., F. and G. of Section VII – Extended Reporting Period are replaced by the following:

- A.** We will provide one or more Extended Reporting Periods, as described below, if a "triggering event" takes effect.

However, Extended Reporting Periods will not apply if cancellation or nonrenewal of this Policy is due to nonpayment of premium, failure to comply with terms or conditions of the Policy, or fraud.

- B.** This Policy provides a Basic Extended Reporting Period without an additional charge. This Basic Extended Reporting Period starts on the date a "triggering event" takes effect and lasts for 60 days.

The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.

The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".

- C.** The Basic and Additional Extended Reporting Periods do not extend the "policy period" or change the scope of coverage provided. They apply only to "claims" to which the following applies:

1. The "claim" is first made during the Extended Reporting Period;
2. The "wrongful act" occurs before the date a "triggering event" takes effect; and
3. The "wrongful act" did not commence before the Retroactive Date, if any.

- D.** The Additional Extended Reporting Period is available by endorsement and for an additional premium. An Additional Extended Reporting Period of at least one year shall be offered.

This Additional Extended Reporting Period starts when the Basic Extended Reporting Period, set forth in Paragraph **C.B.** of this endorsement, ends.

- F.** In order to obtain the Additional Extended Reporting Period, you must give us a written request for the Additional Extended Reporting Period, together with the full payment of the additional premium for the Additional Extended Reporting Period endorsement, within 60 days after the date a "triggering event" takes effect. Once in effect, the Additional Extended Reporting Period may not be cancelled by us, except for fraud. The premium for the Additional Extended Reporting Period Endorsement will be deemed to be fully earned when the endorsement takes effect.

- G.** The Additional Extended Reporting Period endorsement will not reinstate or increase the Limits of Insurance.

- D.** The following is added to **Section VIII – Definitions:**

"Triggering event" means:

1. This Policy is cancelled or not renewed; or
2. Any of the following occurs:
 - a. The Retroactive Date is changed such that it is later than the date shown in the Declarations of this Policy; or
 - b. This Policy no longer applies to "wrongful acts" on a claims-made basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES – ADDITIONAL EXTENDED REPORTING PERIOD

This endorsement modifies insurance provided under the following:

INSURANCE AGENTS AND BROKERS PROFESSIONAL LIABILITY POLICY

SCHEDULE

Additional Extended Reporting Period – Number Of Years:

One Year
Two Years
Three Years

Four Years
Five Years
Unlimited

Premium: \$

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. The Additional Extended Reporting Period endorsement described in Section VII – Extended Reporting Period is provided.

Your purchase of this optional endorsement entitles you to an additional extended reporting period that lasts for one, two, three, four, five or an unlimited number of years as shown in the Schedule of this endorsement.

B. The Limits of Insurance apply to "claims" first made during the Additional Extended Reporting Period.

The Limits of Insurance for any "claim" first made during the Additional Extended Reporting Period shall be equal to the remaining amount, if any, of the Limits of Insurance available on the date a "triggering event" takes effect.

C. Paragraph C. of Section IV – Limits Of Insurance is replaced by the following:

C. The Aggregate Limit of Insurance is the most we will pay for the sum of all damages because of the total of all "claims" first made against an "insured" during the "policy period" and during the Additional Extended Reporting Period.

D. This endorsement will not take effect unless the additional premium for it, as set forth in Section VII – Extended Reporting Period and shown in the Schedule of this endorsement, is paid when due. This endorsement may not be cancelled by us, except for fraud. The premium for the Additional Extended Reporting Period Endorsement will be deemed to be fully earned when the endorsement takes effect.

E. Coverage provided by this endorsement is excess over any other valid and collectible insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES – ADDITIONAL EXTENDED REPORTING PERIOD – DEFENSE WITHIN LIMITS

This endorsement modifies insurance provided under the following:

INSURANCE AGENTS AND BROKERS PROFESSIONAL LIABILITY POLICY

SCHEDULE

Additional Extended Reporting Period – Number Of Years:	
<input type="checkbox"/> One Year	<input type="checkbox"/> Four Years
<input type="checkbox"/> Two Years	<input type="checkbox"/> Five Years
<input type="checkbox"/> Three Years	<input type="checkbox"/> Unlimited

Premium: \$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. The Additional Extended Reporting Period endorsement described in Section VII – Extended Reporting Period is provided.

Your purchase of this optional endorsement entitles you to an additional extended reporting period that lasts for one, two, three, four, five or an unlimited number of years as shown in the Schedule of this endorsement.

B. The Limits of Insurance apply to "claims" first made during the Additional Extended Reporting Period.

The Limits of Insurance for any "claim" first made during the Additional Extended Reporting Period shall be equal to the remaining amount, if any, of the Limits of Insurance available on the date a "triggering event" takes effect.

C. Paragraph C. of Section IV – Limits Of Insurance is replaced by the following:

C. The Aggregate Limit of Insurance is the most we will pay for the sum of:

1. All damages; and
2. All "defense expenses";

because of the total of all "claims" first made against an "insured" during the "policy period" and during the Additional Extended Reporting Period.

D. This endorsement will not take effect unless the additional premium for it, as set forth in Section VII – Extended Reporting Period and shown in the Schedule of this endorsement, is paid when due. This endorsement may not be cancelled by us, except for fraud. The premium for the Additional Extended Reporting Period Endorsement will be deemed to be fully earned when the endorsement takes effect.

E. Coverage provided by this endorsement is excess over any other valid and collectible insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES

This endorsement modifies insurance provided under the following:

LAWYERS PROFESSIONAL LIABILITY POLICY

A. Paragraphs L.2., L.3. and L.5. of Section VI – Conditions are replaced by the following:

L. Cancellation

2. We may cancel this Policy by mailing or delivering to the first "named insured" written notice of cancellation, stating the reason for cancellation, at least:
 - a. 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 45 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver written notice to the first "named insured's" last mailing address known to us. If notice is mailed, it will be sent in accordance with Virginia Law.
5. If this Policy is cancelled, we will send the first "named insured" any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium:
 - a. We will compute return premium pro rata and round to the next higher whole dollar when this Policy is cancelled:
 - (1) At our request;
 - (2) Because you no longer have a financial or insurable interest in the business operation that is the subject of insurance;
 - (3) And rewritten by us or a member of our company group; or
 - (4) After the first year, if it is a prepaid policy written for a term of more than one year.

- b. When this Policy is cancelled at your request (except when Paragraph a.(2), a.(3) or a.(4) applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.

B. Paragraph M. of Section VI – Conditions is replaced by the following:

M. When We Do Not Renew

1. If we elect not to renew this Policy, we will mail or deliver a notice of nonrenewal to the first "named insured", stating the reason for nonrenewal, at least:
 - a. 15 days before the expiration date if the nonrenewal is due to nonpayment of premium; or
 - b. 45 days before the expiration date if the nonrenewal is for any other reason.
2. We will mail or deliver written notice of nonrenewal to the first "named insured's" last mailing address known to us. If notice is mailed, it will be sent in accordance with Virginia Law.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. Paragraphs A., B., C., D., F. and G. of Section VII – Extended Reporting Period are replaced by the following:

- A. We will provide one or more Extended Reporting Periods, as described below, if a "triggering event" takes effect.

However, Extended Reporting Periods will not apply if cancellation or nonrenewal of this Policy is due to nonpayment of premium, failure to comply with terms or conditions of the Policy, or fraud.

- B.** This Policy provides a Basic Extended Reporting Period without an additional charge. This Basic Extended Reporting Period starts on the date a "triggering event" takes effect and lasts for 60 days.

The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.

The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".

- C.** The Extended Reporting Periods do not extend the "policy period" or change the scope of coverage provided. They apply only to "claims" to which the following applies:

1. The "claim" is first made during the Extended Reporting Period;
2. The "wrongful act" occurs before the date a "triggering event" takes effect; and
3. The "wrongful act" did not commence before the Retroactive Date, if any.

- D.** The Additional Extended Reporting Period lasts for three years and is available by endorsement and for an additional premium.

This Additional Extended Reporting Period starts when the Basic Extended Reporting Period, set forth in Paragraph **C.B.** of this endorsement, ends.

- F.** In order to obtain the Additional Extended Reporting Period, you must give us a written request for the Additional Extended Reporting Period Endorsement, together with the full payment of the additional premium for the Additional Extended Reporting Period Endorsement within 60 days after the date a "triggering event" takes effect. Once in effect, the Additional Extended Reporting Period may not be cancelled by us, except for fraud. The premium for the Additional Extended Reporting Period Endorsement will be deemed to be fully earned when the endorsement takes effect.

- G.** The Additional Extended Reporting Period endorsement will not reinstate or increase the Limits of Insurance.

- D.** The following is added to **Section VIII – Definitions:**

"Triggering event" means:

1. This Policy is cancelled or not renewed; or
2. Any of the following occurs:
 - a. The Retroactive Date is changed such that it is later than the date shown in the Declarations of this Policy; or
 - b. This Policy no longer applies to "wrongful acts" on a claims-made basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES – ADDITIONAL EXTENDED REPORTING PERIOD

This endorsement modifies insurance provided under the following:

LAWYERS PROFESSIONAL LIABILITY POLICY

SCHEDULE

Premium: \$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** The Additional Extended Reporting Period endorsement described in Section VII – Extended Reporting Periods is provided.
Your purchase of this optional endorsement entitles you to an additional extended reporting period that lasts for three years.
- B.** The Limit of Insurance applies to "claims" first made during the Additional Extended Reporting Period.
The Limit of Insurance for any "claim" first made during the Additional Extended Reporting Period shall be equal to the remaining amount, if any, of the Limit of Insurance available on the date a "triggering event" takes effect.
- C.** Paragraph C. of Section IV – Limits Of Insurance is replaced by the following:
 - C.** The Aggregate Limit of Insurance is the most we will pay for the sum of:
 - 1.** All damages; and
 - 2.** All "defense expenses";
because of the total of all "claims" first made against an insured during the "policy period" and during the Additional Extended Reporting Period.
 - D.** Section IV – Limits Of Insurance, as amended by Paragraph C. of this endorsement, is otherwise unchanged and applies in its entirety.
 - E.** This endorsement will not take effect unless the additional premium, as set forth in Section VII – Extended Reporting Period and shown in the Schedule of this endorsement, is paid when due. This endorsement may not be cancelled by us, except for fraud. The premium for the Additional Extended Reporting Period Endorsement will be deemed to be fully earned when the endorsement takes effect.
 - F.** Coverage provided by this endorsement is excess over any other valid and collectible insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

A. Section VI – Coverage Enhancements is revised as follows:

1. The following is added to **Section VI – Coverage Enhancements**:

C. "We" will pay, with respect to any covered "claim" "we" defend or settle, interest accruing after a judgment is entered. "Our" duty to pay interest ends when "we" pay, offer to pay or deposit in court that part of the judgment which does not exceed the Limit of Liability for which coverage is provided under this Policy.

2. The first paragraph of **Section VI – Coverage Enhancements** is replaced by the following:

The amount paid by "us" under this section will not reduce the Aggregate Limit Of Liability shown in the Declarations, nor be subject to the Retention shown in the Declarations. Except with respect to Paragraph **C.** of **Section VI – Coverage Enhancements**, "our" obligation to make any payments under this section ends when the Aggregate Limit of Liability has been exhausted by the payment of "loss".

B. Paragraphs b., c. and e. of Paragraph 1. Cancellation under Paragraph **C. Cancellation And Nonrenewal of Section IX – Conditions** are replaced by the following:

b. "We" may cancel this Policy by mailing or delivering to the "named insured" written notice of cancellation, stating the reason for cancellation, at least:

(1) 15 days before the effective date of cancellation if "we" cancel for nonpayment of premium; or

(2) 45 days before the effective date of cancellation if "we" cancel for any other reason.

c. "We" will send written notice in accordance with Virginia Law or deliver written notice to the "named insured's" last mailing address known to "us".

e. If this Policy is cancelled, "we" will send the "named insured" any premium refund due. The cancellation will be effective even if "we" have not made or offered a refund. The following provisions govern calculation of return premium:

(1) "We" will compute return premium pro rata and round to the next higher whole dollar when this Policy is cancelled:

(a) At "our" request;

(b) Because the "named insured" no longer has a financial or insurable interest in the business operation that is the subject of insurance;

(c) And rewritten by "us" or a member of "our" company group; or

(d) After the first year, if it is a prepaid policy written for a term of more than one year.

(2) When this Policy is cancelled at the "named insured's" request (except when Paragraph **B.e.(1)(b)**, **B.e.(1)(c)** or **B.e.(1)(d)** applies), "we" will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, "we" will return the full annual premium for the subsequent years. In addition, earned premium will not be less than "our" policywriting minimum premium.

C. Paragraph 2. Nonrenewal under Paragraph **C. Cancellation And Nonrenewal of Section IX – Conditions** is replaced by the following:

2. Nonrenewal

a. If "we" elect not to renew this Policy, "we" will mail or deliver a notice of nonrenewal to the "named insured", stating the reason for nonrenewal, at least:

(1) 15 days before the expiration date if the nonrenewal is due to nonpayment of premium; or

(2) 45 days before the expiration date if the nonrenewal is for any other reason.

- b. "We" will send written notice in accordance with Virginia Law or deliver written notice of nonrenewal to the "named insured's" last mailing address known to "us".
- c. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. **Section X – Extended Reporting Periods And Run-Off Coverage Period** is replaced by the following:

Section X – Extended Reporting Periods And Run-Off Coverage Period

A. Extended Reporting Periods

- 1. "We" will provide one or more Extended Reporting Periods, as described below, if a "triggering event" takes effect.

However, Extended Reporting Periods will not apply if cancellation or nonrenewal of this Policy is due to nonpayment of premium, failure to comply with terms or conditions of the Policy, or fraud.

- 2. The Extended Reporting Periods do not extend the "policy period" or change the scope of coverage provided. They apply only to "claims" that:
 - a. Are first made against "you" and reported to "us" during the applicable Extended Reporting Period; and
 - b. Arise from "wrongful acts" occurring on or after the Retroactive Date shown in the Declarations, but prior to the date a "triggering event" takes effect.
- 3. This Policy provides a Basic Extended Reporting Period without an additional charge. This Basic Extended Reporting Period starts on the date a "triggering event" takes effect and lasts for 60 days.
- 4. The "named insured" will have the right to purchase an Additional Extended Reporting Period for the period of time and at the percentage of the expiring premium as stated in the Declarations. An Additional Extended Reporting Period of at least one year shall be offered. If purchased, it will start when the Basic Extended Reporting Period ends.

B. Run-Off Coverage Period

The "named insured" will have the right to purchase a Run-Off Coverage Period for the requested period which shall not exceed six years, in the event of the merger, consolidation or acquisition of the "named insured" or cessation of a "subsidiary". A Run-Off Coverage Period of at least one year shall be offered.

- 1. In the event of a merger, consolidation or acquisition of the "named insured", the Run-Off Coverage Period will apply only to "claims" that:
 - a. Are first made against "you" and reported to "us" during the Run-Off Coverage Period; and
 - b. Arise from "wrongful acts" occurring on or after the retroactive date and prior to the merger, consolidation or acquisition of the "named insured".
- 2. In the event of a cessation of a "subsidiary", the Run-Off Coverage Period will apply only to "claims" that:
 - a. Are first made against the "subsidiary" or any "insured persons" of such "subsidiary" and reported to "us" during the Run-Off Coverage Period; and
 - b. Arise from "wrongful acts" occurring on or after the retroactive date and prior to the cessation of such "subsidiary".

If Run-Off Coverage is purchased in the event of the cessation of a "subsidiary" and a "claim" is made that is also covered by another policy issued by "us" or a related company, the maximum "we" will pay under both policies combined shall not be greater than the Limit of Liability available under either policy, whichever is greater.

C. Notice of election of the Additional Extended Reporting Period and the Run-Off Coverage Period and full payment of the additional premium must be received by "us" within 30 days:

1. After the date a "triggering event" takes effect with respect to the Additional Extended Reporting Period;
or

2. After the expiration of the "policy period" with respect to the Run-Off Coverage Period;

otherwise any right to purchase an Additional Extended Reporting Period or Run-Off Coverage Period will lapse at that time. Provided the additional premium is paid in full, the Additional Extended Reporting Period and Run-Off Coverage Period are noncancellable by the insurer, except for fraud. The additional premiums will be fully earned at the inception of the Additional Extended Reporting Period or the Run-Off Coverage Period.

D. There is no reinstatement of or separate or additional Limit of Liability for any Extended Reporting Period or Run-Off Coverage Period.

E. Paragraph C. "Damages" of **Section XI – Definitions** is replaced by the following:

C. "Damages" means the following that "you" are legally obligated to pay:

1. Compensatory awards or judgments, including prejudgment interest;

2. Monetary settlements; or

3. Punitive, exemplary and multiple "damages" where insurable by the applicable law which most favors coverage for such "damages".

"Damages" shall not include:

1. Taxes, fines or penalties imposed by law, other than punitive, exemplary or multiple damages that are considered insurable by the applicable law which most favors coverage for such damages;

2. Liquidated damages;

3. Any amounts that are uninsurable under the law pursuant to which this Policy shall be construed;

4. Restitution, disgorgement, unjust enrichment or any profits or advantage "you" were not legally entitled to;

5. The cost to comply with any order or agreement to provide any equitable relief, including injunctive relief; or

6. "Your" cost to provide, correct, re-perform or complete any "professional services".

F. The following is added to **Section XI – Definitions**:

"Triggering event" means:

1. This Policy is cancelled or not renewed; or

2. Any of the following occurs:

a. The Retroactive Date is changed such that it is later than the date shown in the Declarations of this Policy; or

b. This Policy no longer applies to "wrongful acts" on a claims-made basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES – ADDITIONAL EXTENDED REPORTING PERIOD – ELECTED

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

SCHEDULE

Additional Extended Reporting Period – Number Of Years Elected:

Premium: \$

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. The Additional Extended Reporting Period described in Paragraph **A. Extended Reporting Periods** of Section **X – Extended Reporting Periods And Run-Off Coverage Period**, as amended by Virginia Changes Endorsement **MI 01 47**, is provided.
 "Your" purchase of this optional endorsement entitles "you" to an Additional Extended Reporting Period that lasts for the number of years shown in the Schedule of this endorsement.
- B. The Limit of Liability applies to "claims" first made during the Additional Extended Reporting Period. The Limit of Liability for any "claim" first made during the Additional Extended Reporting Period shall be equal to the remaining amount, if any, of the Limits of Liability available on the date a "triggering event" takes effect.
- C. This endorsement will not take effect unless the additional premium, as set forth in Section **X – Extended Reporting Periods And Run-Off Coverage Period** and shown in the Schedule of this endorsement, is paid when due. If the additional premium for this endorsement is paid when due, this endorsement may not be cancelled by the insurer, except for fraud. The additional premium will be fully earned at the inception of the Additional Extended Reporting Period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES – RUN-OFF COVERAGE PERIOD – ELECTED

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

SCHEDULE

Run-Off Coverage Period – Number Of Years:
Premium: \$
<input type="checkbox"/> Named Insured Run-Off Coverage Elected Please check here if Run-Off Coverage is elected in the event of a merger or acquisition of the Named Insured.
<input type="checkbox"/> Subsidiary Run-Off Coverage Elected Please check here if Run-Off Coverage is elected in the event of a cessation of such "subsidiary". Please include the name of the "subsidiary" in the space provided. Name Of Subsidiary:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** The Run-Off Coverage Period described in Paragraph **B.** Run-Off Coverage Period of Section **X – Extended Reporting Periods And Run-Off Coverage Period**, as amended by Virginia Changes Endorsement **MI 01 47**, is provided.

"Your" purchase of this optional endorsement entitles "you" to a Run-Off Coverage Period that lasts for the number of years shown in the Schedule of this endorsement. If the Run-Off Coverage Period is elected for the "subsidiary" shown in the Schedule of this endorsement, the Run-Off Coverage Period shall only apply to that "subsidiary" and not to any other "insured" under the Policy.
- B.** The Limit of Liability applies to "claims" first made during the Run-Off Coverage Period. The Limit of Liability for any "claim" first made during the Run-Off Coverage Period shall be equal to the remaining amount, if any, of the Limits of Liability available at the time the Run-Off Coverage was elected. If the Run-Off Coverage Period is elected for the "subsidiary" shown in the Schedule of this endorsement, the Run-Off Coverage shall only apply to that "subsidiary" and not to any other "insured" under the Policy.
- C.** This endorsement will not take effect unless the additional premium, as set forth in Section **X – Extended Reporting Periods And Run-Off Coverage Period** and shown in the Schedule of this endorsement, is paid when due. If the additional premium for this endorsement is paid when due, this endorsement may not be cancelled by the insurer, except for fraud. The additional premium will be fully earned at the inception of the Run-Off Coverage Period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES – EXTENDED REPORTING PERIOD

This endorsement modifies insurance provided under the following:

- EXECUTIVE LIABILITY AND ENTITY SECURITIES LIABILITY COVERAGE FORM
- EXECUTIVE LIABILITY COVERAGE FORM
- EXECUTIVE LIABILITY SIDE A COVERAGE FORM
- FIDUCIARY LIABILITY COVERAGE FORM
- FINANCIAL INSTITUTIONS EXECUTIVE LIABILITY AND ENTITY SECURITIES LIABILITY COVERAGE FORM
- FINANCIAL INSTITUTIONS EXECUTIVE LIABILITY COVERAGE FORM
- FINANCIAL INSTITUTIONS EXECUTIVE LIABILITY SIDE A COVERAGE FORM
- NOT-FOR-PROFIT MANAGEMENT LIABILITY COVERAGE FORM

SCHEDULE

Effective Date Of Endorsement:
Extended Reporting Period:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** An Extended Reporting Period endorsement is provided, as described in Section **VI**, Paragraph **B**. Extended Reporting Period, and applies for the period of time as shown in the Schedule above.
(In the Fiduciary Liability Coverage Form, this is Section **V**.)
- B.** This endorsement will not take effect unless the additional premium, as required in Paragraph **B**. Extended Reporting Period, is paid when due. This endorsement may not be cancelled by us, except for fraud. The premium for this endorsement will be deemed fully earned as of the date it is purchased.
- C.** Coverage provided by this endorsement is excess over any other valid and collectible insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES – AMENDMENT OF EXTENDED REPORTING PERIOD

This endorsement modifies insurance provided under the following:

EXECUTIVE LIABILITY AND ENTITY SECURITIES LIABILITY COVERAGE FORM
EXECUTIVE LIABILITY COVERAGE FORM
EXECUTIVE LIABILITY SIDE A COVERAGE FORM
FIDUCIARY LIABILITY COVERAGE FORM
FINANCIAL INSTITUTIONS EXECUTIVE LIABILITY AND ENTITY SECURITIES LIABILITY COVERAGE FORM
FINANCIAL INSTITUTIONS EXECUTIVE LIABILITY COVERAGE FORM
FINANCIAL INSTITUTIONS EXECUTIVE LIABILITY SIDE A COVERAGE FORM
NOT-FOR-PROFIT MANAGEMENT LIABILITY COVERAGE FORM

A. Condition B. Extended Reporting Period in **Section VI** is replaced by the following:

B. Extended Reporting Period

1. An Extended Reporting Period is available by endorsement and for the premium shown in the Declarations if a "triggering event" takes effect. An Extended Reporting Period of at least one year shall be offered.

However, the Extended Reporting Period will not apply if cancellation or nonrenewal of this policy is due to nonpayment of premium, failure to comply with terms or conditions of the policy, or fraud.

2. In order to obtain an Extended Reporting Period, you must give us a written request for the Extended Reporting Period endorsement together with the full payment of the additional premium for the Extended Reporting Period endorsement as shown in the Declarations within thirty (30) days after a "triggering event" takes effect.
3. The Extended Reporting Period does not extend the "policy period" or change the scope of coverage provided. It applies only to "claims" to which the following applies:
 - a. The "claim" is first made and reported to us before the end of the Extended Reporting Period; and
 - b. The "claim" arose out of a "wrongful act" which occurred on or after the Retroactive Date, if any, shown in the Declarations, and before the date a "triggering event" takes effect.

4. There is no separate or additional Limit of Liability for the Extended Reporting Period. The Limit of Liability available during the Extended Reporting Period, if purchased, shall be the remaining amount, if any, of the aggregate Limit of Liability available at the time when a "triggering event" takes effect.

5. Once in effect, the Extended Reporting Period may not be cancelled by us, except for fraud. The premium for the Extended Reporting Period endorsement will be deemed fully earned as of the date it is purchased.

(In the Fiduciary Liability Coverage Form, this is Section V.)

B. The following is added to Section VII – Definitions:

"Triggering event" means:

1. This policy is cancelled or not renewed by you or us; or
2. Any of the following occurs during the policy period or upon renewal:
 - a. The Retroactive Date is changed such that it is later than the date shown in the Declarations of this Coverage Part; or
 - b. This Coverage Part no longer applies to "wrongful acts" on a claims-made basis.

(In the Fiduciary Liability Coverage Form, this is Section VI.)

C. For the purposes of this endorsement, any reference to "insured" shall mean:

1. "Insured person" with respect to the Executive Liability Coverage Form and the Financial Institutions Executive Liability Coverage Form;
or

2. "Insured person" or the "organization" with respect to the Executive Liability And Entity Securities Liability Coverage Form and the Financial Institutions Executive Liability And Entity Securities Liability Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES – EXTENDED REPORTING PERIOD

This endorsement modifies insurance provided under the following:

ALLIED HEALTH CARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)
BLOOD BANKS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)
DIAGNOSTIC TESTING LABORATORIES PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)
HOSPITAL PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)
OPTOMETRISTS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)
PHYSICIANS, SURGEONS AND DENTISTS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)
VETERINARIANS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)

- A. Paragraph 1. of Section V – Extended Reporting Period** is replaced by the following:
1. You will have the right to purchase an Extended Reporting Period, as described below, if a "triggering event" takes effect.

However, the right to purchase an Extended Reporting Period will not apply if cancellation or nonrenewal of this policy is due to nonpayment of premium, failure to comply with terms or conditions of the policy or fraud.
- B. Paragraph b. under Paragraph 2. of Section V – Extended Reporting Period** under the Physicians, Surgeons And Dentists Professional Liability Coverage Part and the Allied Health Care Providers Professional Liability Coverage Part is replaced by the following:
- b. The Extended Reporting Period starts on the date a "triggering event" takes effect. It does not extend the policy period or change the scope of coverage provided. It applies only to injury caused by a "medical incident" or a "business entity incident" which occurred after the Retroactive Date shown in the Declarations and before the date a "triggering event" takes effect provided a "claim" for such injury is first made during the Extended Reporting Period.
- C. Paragraph b. under Paragraph 2. of Section V – Extended Reporting Period** under the Hospital Professional Liability Coverage Part and the Blood Banks Professional Liability Coverage Part is replaced by the following:
- b. The Extended Reporting Period starts on the date a "triggering event" takes effect. It does not extend the policy period or change the scope of coverage provided. It applies only to injury caused by a "medical incident" which occurred after the Retroactive Date shown in the Declarations and before the date a "triggering event" takes effect provided a "claim" for such injury is first made during the Extended Reporting Period.
- D. Paragraph b. under Paragraph 2. of Section V – Extended Reporting Period** under the Diagnostic Testing Laboratories Professional Liability Coverage Part is replaced by the following:
- b. The Extended Reporting Period starts on the date a "triggering event" takes effect. It does not extend the policy period or change the scope of coverage provided. It applies only to injury caused by a "laboratory incident" which occurred after the Retroactive Date shown in the Declarations and before the date a "triggering event" takes effect provided a "claim" for such injury is first made during the Extended Reporting Period.

- E. Paragraph **b.** under Paragraph **2.** of **Section V – Extended Reporting Period** under the Optometrists Professional Liability Coverage Part is replaced by the following:
 - b. The Extended Reporting Period starts on the date a "triggering event" takes effect. It does not extend the policy period or change the scope of coverage provided. It applies only to injury caused by an "optometric incident" or a "business entity incident" which occurred after the Retroactive Date shown in the Declarations and before the date a "triggering event" takes effect provided a "claim" for such injury is first made during the Extended Reporting Period.
- F. Paragraph **b.** under Paragraph **2.** of **Section V – Extended Reporting Period** under the Veterinarians Professional Liability Coverage Part is replaced by the following:
 - b. The Extended Reporting Period starts on the date a "triggering event" takes effect. It does not extend the policy period or change the scope of coverage provided. It applies only to injury caused by a "veterinary incident" or a "business entity incident" which occurred after the Retroactive Date shown in the Declarations and before the date a "triggering event" takes effect provided a "claim" for such injury is first made during the Extended Reporting Period.
- G. Paragraphs **c.** and **d.** under Paragraph **2.** of **Section V – Extended Reporting Period** are replaced by the following:
 - c. You must notify us in writing of your intent to purchase the Extended Reporting Period within thirty (30) days after the date a "triggering event" takes effect.
 - d. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due. Once in effect, the Extended Reporting Period may not be canceled by us, except for fraud. The premium for the Extended Reporting Period Endorsement will be deemed to be fully earned when the endorsement takes effect.
- H. The following is added to **Section VI – Definitions:**

"Triggering event" means:

 - a. This Coverage Part is canceled or not renewed; or
 - b. Any of the following occurs during the policy period or upon renewal:
 - (1) The Retroactive Date is changed such that it is later than the date shown in the Declarations of this Coverage Part; or
 - (2) This Coverage Part no longer applies to injury on a claims-made basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA EXTENDED REPORTING PERIOD ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALLIED HEALTH CARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)
OPTOMETRISTS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)
PHYSICIANS, SURGEONS AND DENTISTS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)
VETERINARIANS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)

- A.** An Extended Reporting Period is provided, as described in Section **V** – Extended Reporting Period.
- B.** A Supplemental Individual Professional Liability Aggregate Limit and a Supplemental Partnership, Limited Liability Company, Association Or Corporation Professional Liability Aggregate Limit, as set forth in Paragraph **C.** below, apply to any "claim" that is first made to us during the Extended Reporting Period. These limits are equal, respectively, to the:
1. Individual Professional Liability Aggregate Limit; and
 2. Partnership, Limited Liability Company, Association Or Corporation Professional Liability Aggregate Limit;
- dollar amount entered in the Declarations on the date a "triggering event" takes effect.
- C.** Paragraphs **2.** and **3.** of **Section III – Limits Of Insurance** are replaced by the following:
2. The Individual Professional Liability Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A.** However, the Individual Professional Liability Aggregate Limit does not apply to damages under Coverage **A** from any "claim" first made during the Extended Reporting Period.

The Supplemental Individual Professional Liability Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A** from any "claim" first made during the Extended Reporting Period.
- 3.** The Partnership, Limited Liability Company, Association Or Corporation Professional Liability Aggregate Limit is the most we will pay for the sum of all damages under Coverage **B.** However, the Partnership, Limited Liability Company, Association Or Corporation Professional Liability Aggregate Limit does not apply to damages under Coverage **B** from any "claim" first made during the Extended Reporting Period.

The Supplemental Partnership, Limited Liability Company, Association Or Corporation Professional Liability Aggregate Limit is the most we will pay for the sum of all damages under Coverage **B** from any "claim" first made during the Extended Reporting Period.
- D.** Section **III** – Limits Of Insurance, as amended by Paragraph **C.** above, is otherwise unchanged and applies in its entirety.
- E.** The following is added to Paragraph **4. Other Insurance** under **Section IV – Conditions:**
4. **Other Insurance**
 - b. **Excess Insurance**

When coverage is provided under an Extended Reporting Period, this insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the Extended Reporting Period begins.

F. This endorsement will not take effect unless the additional premium for it is paid when due. If that premium is paid when due, this endorsement may not be canceled by us, except for fraud. The premium for the Extended Reporting Period Endorsement will be deemed to be fully earned when the endorsement takes effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA EXTENDED REPORTING PERIOD ENDORSEMENT

This endorsement modifies insurance provided under the following:

BLOOD BANKS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)
DIAGNOSTIC TESTING LABORATORIES PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)
HOSPITAL PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)

- A.** An Extended Reporting Period is provided, as described in Section **V** – Extended Reporting Period.
- B.** A Supplemental Aggregate Limit, as set forth in Paragraph **C.** below, applies to any "claim" that is first made to us during the Extended Reporting Period. The Supplemental Aggregate Limit is equal to the dollar amount of the Aggregate Limit entered on the Declarations on the date a "triggering event" takes effect.
- C.** Paragraph **2.** of **Section III – Limits Of Insurance** is replaced by the following:
 - 2.** The Aggregate Limit is the most we will pay for the sum of all damages because of injury. However, the Aggregate Limit does not apply to damages because of injury from any "claim" first made during the Extended Reporting Period.

The Supplemental Aggregate Limit is the most we will pay for the sum of all damages because of injury from any "claim" first made during the Extended Reporting Period.
- D.** Section **III** – Limits Of Insurance, as amended by Paragraph **C.** above, is otherwise unchanged and applies in its entirety.
- E.** The following is added to Paragraph **4.** **Other Insurance** under **Section IV – Conditions:**
 - 4. Other Insurance**
 - b. Excess Insurance**

When coverage is provided under an Extended Reporting Period, this insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the Extended Reporting Period begins.
- F.** This endorsement will not take effect unless the additional premium for it is paid when due. If that premium is paid when due, this endorsement may not be canceled by us, except for fraud. The premium for the Extended Reporting Period Endorsement will be deemed to be fully earned when the endorsement takes effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES

This endorsement modifies insurance provided under the following:

REAL ESTATE AGENTS AND BROKERS PROFESSIONAL LIABILITY POLICY

A. Paragraphs K.2., K.3. and K.5. of Section VI – Conditions are replaced by the following:

K. Cancellation

2. We may cancel this Policy by mailing or delivering to the first "named insured" written notice of cancellation, stating the reason for cancellation, at least:
 - a. 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 45 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver written notice to the first "named insured's" last mailing address known to us. If notice is mailed, it will be sent in accordance with Virginia Law.
5. If this Policy is cancelled, we will send the first "named insured" any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium:
 - a. We will compute return premium pro rata and round to the next higher whole dollar when this Policy is cancelled:
 - (1) At our request;
 - (2) Because you no longer have a financial or insurable interest in the business operation that is the subject of insurance;
 - (3) And rewritten by us or a member of our company group; or
 - (4) After the first year, if it is a prepaid policy written for a term of more than one year.

- b. When this Policy is cancelled at your request (except when Paragraph **A.K.5.a.(2)**, **A.K.5.a.(3)** or **A.K.5.a.(4)** applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.

B. Paragraph L. of Section VI – Conditions is replaced by the following:

L. When We Do Not Renew

1. If we elect not to renew this Policy, we will mail or deliver a notice of nonrenewal to the first "named insured", stating the reason for nonrenewal, at least:
 - a. 15 days before the expiration date if the nonrenewal is due to nonpayment of premium; or
 - b. 45 days before the expiration date if the nonrenewal is for any other reason.
2. We will mail or deliver written notice of nonrenewal to the first "named insured's" last mailing address known to us. If notice is mailed, it will be sent in accordance with Virginia Law.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. Paragraphs A., B., C., D., F. and G. of Section VII – Extended Reporting Period are replaced by the following:

- A.** We will provide one or more Extended Reporting Periods, as described below, if a "triggering event" takes effect.

However, Extended Reporting Periods will not apply if cancellation or nonrenewal of this Policy is due to nonpayment of premium, failure to comply with terms or conditions of the Policy, or fraud.

- B.** This Policy provides a Basic Extended Reporting Period without an additional charge. This Basic Extended Reporting Period starts on the date a "triggering event" takes effect and lasts for 60 days.

The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.

The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".

- C.** The Basic and Additional Extended Reporting Periods do not extend the "policy period" or change the scope of coverage provided. They apply only to "claims" to which the following applies:

1. The "claim" is first made during the Extended Reporting Period;
2. The "wrongful act" occurs before the date a "triggering event" takes effect; and
3. The "wrongful act" did not commence before the Retroactive Date, if any.

- D.** The Additional Extended Reporting Period is available by endorsement and for an additional premium. An Additional Extended Reporting Period of at least one year shall be offered.

This Additional Extended Reporting Period starts when the Basic Extended Reporting Period, set forth in Paragraph **C.B.** of this endorsement, ends.

- F.** In order to obtain the Additional Extended Reporting Period, you must give us a written request for the Additional Extended Reporting Period, together with the full payment of the additional premium for the Additional Extended Reporting Period endorsement, within 60 days after the date a "triggering event" takes effect. Once in effect, the Additional Extended Reporting Period may not be cancelled by us, except for fraud. The premium for the Additional Extended Reporting Period endorsement will be deemed to be fully earned when the endorsement takes effect.

- G.** The Additional Extended Reporting Period endorsement will not reinstate or increase the Limits of Insurance.

- D.** The following is added to **Section VIII – Definitions:**

"Triggering event" means:

1. This Policy is cancelled or not renewed; or
2. Any of the following occurs:
 - a. The Retroactive Date is changed such that it is later than the date shown in the Declarations of this Policy; or
 - b. This Policy no longer applies to "wrongful acts" on a claims-made basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES – ADDITIONAL EXTENDED REPORTING PERIOD

This endorsement modifies insurance provided under the following:

REAL ESTATE AGENTS AND BROKERS PROFESSIONAL LIABILITY POLICY

SCHEDULE

Additional Extended Reporting Period – Number Of Years:	
<input type="checkbox"/> One Year	<input type="checkbox"/> Four Years
<input type="checkbox"/> Two Years	<input type="checkbox"/> Five Years
<input type="checkbox"/> Three Years	<input type="checkbox"/> Unlimited

Premium: \$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. The Additional Extended Reporting Period endorsement described in Section VII – Extended Reporting Period is provided.

Your purchase of this optional endorsement entitles you to an additional extended reporting period that lasts for one, two, three, four, five or an unlimited number of years as shown in the Schedule of this endorsement.

B. The Limits of Insurance apply to "claims" first made during the Additional Extended Reporting Period.

The Limits of Insurance for any "claim" first made during the Additional Extended Reporting Period shall be equal to the remaining amount, if any, of the Limits of Insurance available on the date a "triggering event" takes effect.

C. Paragraph C. of Section IV – Limits Of Insurance is replaced by the following:

C. The Aggregate Limit of Insurance is the most we will pay for the sum of all damages because of the total of all "claims" first made against an "insured" during the "policy period" and during the Additional Extended Reporting Period.

D. This endorsement will not take effect unless the additional premium for it, as set forth in Section VII – Extended Reporting Period and shown in the Schedule of this endorsement, is paid when due. This endorsement may not be cancelled by us, except for fraud. The premium for the Additional Extended Reporting Period Endorsement will be deemed to be fully earned when the endorsement takes effect.

E. Coverage provided by this endorsement is excess over any other valid and collectible insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES – ADDITIONAL EXTENDED REPORTING PERIOD – DEFENSE WITHIN LIMITS

This endorsement modifies insurance provided under the following:

REAL ESTATE AGENTS AND BROKERS PROFESSIONAL LIABILITY POLICY

SCHEDULE

Additional Extended Reporting Period – Number Of Years:	
<input type="checkbox"/> One Year	<input type="checkbox"/> Four Years
<input type="checkbox"/> Two Years	<input type="checkbox"/> Five Years
<input type="checkbox"/> Three Years	<input type="checkbox"/> Unlimited

Premium: \$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. The Additional Extended Reporting Period endorsement described in Section VII – Extended Reporting Period is provided.

Your purchase of this optional endorsement entitles you to an additional extended reporting period that lasts for one, two, three, four, five or an unlimited number of years as shown in the Schedule of this endorsement.

B. The Limits of Insurance apply to "claims" first made during the Additional Extended Reporting Period.

The Limits of Insurance for any "claim" first made during the Additional Extended Reporting Period shall be equal to the remaining amount, if any, of the Limits of Insurance available on the date a "triggering event" takes effect.

C. Paragraph C. of Section IV – Limits Of Insurance is replaced by the following:

C. The Aggregate Limit of Insurance is the most we will pay for the sum of:

1. All damages; and

2. All "defense expenses";

because of the total of all "claims" first made against an "insured" during the "policy period" and during the Additional Extended Reporting Period.

D. This endorsement will not take effect unless the additional premium, as set forth in Section VII – Extended Reporting Period and shown in the Schedule of this endorsement, is paid when due. This endorsement may not be cancelled by us, except for fraud. The premium for the Additional Extended Reporting Period endorsement will be deemed to be fully earned when the endorsement takes effect.

E. Coverage provided by this endorsement is excess over any other valid and collectible insurance.