

State: Massachusetts **Filing Company:** Main Street America Assurance Company
TOI/Sub-TOI: 05.0 CMP Liability and Non-Liability/05.0002 Businessowners
Product Name: Main Street America Assurance Company-Mainline Businessowners-EPLI Rule and Form Filing
Project Name/Number: Mainline Businessowners-EPLI Rule and Form Filing/

Filing at a Glance

Company: Main Street America Assurance Company
Product Name: Main Street America Assurance Company-Mainline Businessowners-EPLI Rule and Form Filing
State: Massachusetts
TOI: 05.0 CMP Liability and Non-Liability
Sub-TOI: 05.0002 Businessowners
Filing Type: Form/Rule
Date Submitted: 02/15/2013
SERFF Tr Num: NGMC-128894556
SERFF Status: Closed-Placed on File
State Tr Num:
State Status: Closed-Placed On File
Co Tr Num:

Effective Date 09/01/2013
Requested (New):
Effective Date 09/01/2013
Requested (Renewal):
Author(s): Eileen Kuharich, Nancy Murdough, Nancy Palmisano, Susan Fastenberg, Hollie Carter, Amber May
Reviewer(s): Daniel Smith (primary)
Disposition Date: 03/20/2013
Disposition Status: Placed on File
Effective Date (New): 09/01/2013
Effective Date (Renewal): 09/01/2013

State: Massachusetts **Filing Company:** Main Street America Assurance Company
TOI/Sub-TOI: 05.0 CMP Liability and Non-Liability/05.0002 Businessowners
Product Name: Main Street America Assurance Company-Mainline Businessowners-EPLI Rule and Form Filing
Project Name/Number: Mainline Businessowners-EPLI Rule and Form Filing/

General Information

Project Name: Mainline Businessowners-EPLI Rule and Form Status of Filing in Domicile: Not Filed Filing

Project Number: Domicile Status Comments:
 Reference Organization: Reference Number:
 Reference Title: Advisory Org. Circular:
 Filing Status Changed: 03/20/2013
 State Status Changed: 03/20/2013 Deemer Date:
 Created By: Susan Fastenberg Submitted By: Susan Fastenberg
 Corresponding Filing Tracking Number:

Filing Description:

Re: Main Street America Assurance Company–Mainline Businessowners–EPLI Rule and Form Filing
MSAA NAIC Number 311-29939

Company Tracking No: MSAA ML BOP Rule/Form 9-1-2013

Main Street America Assurance Company (MSAA) is proposing to revise its Employment Practices Liability program for small commercial businesses with 50 or fewer employees in an effort to further address the needs of our Policy Holders. This program provides broad coverage, as well as web-based loss prevention; experienced EPL claims handling and access to specialized EPL legal representation.

The following forms are being revised:

- BPM 3107CW 0613 – Employment Practices Liability Insurance Coverage Endorsement
- BPM 3108CW 0613 – Supplemental Extended Reporting Period Endorsement
- BPM D 3107CW 0613 – Employment Practices Liability Insurance Coverage Endorsement-Supplemental Declarations

In addition, MSAA is filing to introduce form BPM 5116 0613 – Massachusetts Changes

MSAA is revising our manual exception page as a result of the EPLI forms revision.

Please see finished manual Rule Exception Page: MA-EX-1 (09/13) are attached in the Rate/Rule Schedule Tab. Finished Forms: BPM 3107CW 0613, BPM 3108CW 0613, BPM D 3107CW 0613 and BPM 5116 0613 are attached in the Forms Schedule Tab.

This filing applies to all New Business policies and Renewal policies effective on and after September 1, 2013.

MSAA utilizes the Declarations Page to include the Company name for all policies. The form number is BPM D 1 1207, Businessowners Common Policy Declaration, placed on file 03-01-2009 under SERFF Tracking Number NGMC- 125901133.

Company and Contact

Filing Contact Information

Hollie Carter, State Filing Compliance Analyst carterh@msagroup.com
 4601 Touchton Road East Jacksonville, FL 32245 800-207-0446 [Phone] 407 [Ext]

State: Massachusetts Filing Company: Main Street America Assurance Company
 TOI/Sub-TOI: 05.0 CMP Liability and Non-Liability/05.0002 Businessowners
 Product Name: Main Street America Assurance Company-Mainline Businessowners-EPLI Rule and Form Filing
 Project Name/Number: Mainline Businessowners-EPLI Rule and Form Filing/

Filing Company Information

Main Street America Assurance Company	CoCode: 29939	State of Domicile: Florida
4601 Touchton Road East	Group Code: 311	Company Type: Property and Casualty
PO Box 16000, Suite 3400	Group Name:	State ID Number:
Jacksonville, FL 32245	FEIN Number: 02-0405443	
(800) 207-0446 ext. 225[Phone]		

Filing Fees

Fee Required? Yes
 Fee Amount: \$450.00
 Retaliatory? No
 Fee Explanation: Florida has no retaliatory fee, therefore we use Massachusetts required filing fee of \$75 per form X 4 forms = \$300; and \$150 per rule filing for a total of \$450.
 Per Company: Yes

Company	Amount	Date Processed	Transaction #
Main Street America Assurance Company	\$450.00	02/15/2013	67551185

State Specific

- 1.) All Lines: Please see the State Submissions List requirement under Supporting Documentation.: Completed
- 2.) Property/Casualty: Please see the Policy Endorsement List requirement under Supporting Documentation.: Completed
- 3.) Property/Casualty: Please see Comment C.5 in the Massachusetts General Instructions.: N/A-This is not a delay adopt or non-adopt filing
- 4.) Life: Please see the Specific Markets requirement under Supporting Documentation.: N/A-This is a P & C filing.

SERFF Tracking #:

NGMC-128894556

State Tracking #:

Company Tracking #:

State: Massachusetts

Filing Company:

Main Street America Assurance Company

TOI/Sub-TOI: 05.0 CMP Liability and Non-Liability/05.0002 Businessowners

Product Name: Main Street America Assurance Company-Mainline Businessowners-EPLI Rule and Form Filing

Project Name/Number: Mainline Businessowners-EPLI Rule and Form Filing/

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Placed on File	Daniel Smith	03/20/2013	03/20/2013

Objection Letters and Response Letters

Objection Letters

Status	Created By	Created On	Date Submitted
Pending Industry Response	Daniel Smith	02/20/2013	02/20/2013
Incomplete	Daniel Smith	02/19/2013	02/19/2013
Incomplete	Daniel Smith	02/15/2013	02/15/2013

Response Letters

Responded By	Created On	Date Submitted
Susan Fastenberg	03/20/2013	03/20/2013
Susan Fastenberg	02/19/2013	02/19/2013
Susan Fastenberg	02/19/2013	02/19/2013

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
FILING FEES	Note To Filer	Daniel Smith	02/15/2013	02/15/2013
SERFF Tracking Number: NGMC-128894556	Note To Filer	Carla Kelton	02/15/2013	02/15/2013

State: Massachusetts
TOI/Sub-TOI: 05.0 CMP Liability and Non-Liability/05.0002 Businessowners
Product Name: Main Street America Assurance Company-Mainline Businessowners-EPLI Rule and Form Filing
Project Name/Number: Mainline Businessowners-EPLI Rule and Form Filing/

Filing Company:

Main Street America Assurance Company

Disposition

Disposition Date: 03/20/2013

Effective Date (New): 09/01/2013

Effective Date (Renewal): 09/01/2013

Status: Placed on File

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	State Submissions List		Yes
Supporting Document (revised)	Policy Endorsement List		Yes
Supporting Document	Policy Endorsement List		Yes
Supporting Document (revised)	Annotated Comparison		Yes
Supporting Document	Annotated Comparison		Yes
Supporting Document	Form Utilization List		Yes
Supporting Document	Certification of Compliance		Yes
Supporting Document (revised)	Checklist(s)		Yes
Supporting Document	Checklist(s)		Yes
Supporting Document	Checklist(s)		Yes
Supporting Document	Statement of Variability		Yes
Supporting Document	Letter of Authorization		Yes
Supporting Document (revised)	Forms Explanatory Memorandums		Yes
Supporting Document	Rule and Forms Explanatory Memorandums		Yes
Form	Employment Practices Liability Insurance Coverage Endorsement		Yes

SERFF Tracking #:

NGMC-128894556

State Tracking #:

Company Tracking #:

State: Massachusetts
TOI/Sub-TOI: 05.0 CMP Liability and Non-Liability/05.0002 Businessowners
Product Name: Main Street America Assurance Company-Mainline Businessowners-EPLI Rule and Form Filing
Project Name/Number: Mainline Businessowners-EPLI Rule and Form Filing/

Filing Company: Main Street America Assurance Company

Schedule	Schedule Item	Schedule Item Status	Public Access
Form	Supplemental Extended Reporting Period Endorsement		Yes
Form	Employment Practices Liability Insurance Coverage Endorsement-Supplemental Declarations		Yes
Form (revised)	Massachusetts Changes		Yes
Form	Massachusetts Changes		Yes
Rate (revised)	Finished Manual Rule Exception Page		Yes
Rate	Finished Manual Rule Exception Page		Yes

State: Massachusetts **Filing Company:** Main Street America Assurance Company
TOI/Sub-TOI: 05.0 CMP Liability and Non-Liability/05.0002 Businessowners
Product Name: Main Street America Assurance Company-Mainline Businessowners-EPLI Rule and Form Filing
Project Name/Number: Mainline Businessowners-EPLI Rule and Form Filing/

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	02/20/2013
Submitted Date	02/20/2013
Respond By Date	04/05/2013

Dear Hollie Carter,

Introduction:

Additional documentation, clarification, or changes to the documents submitted are required in order for our review to continue. Please respond to the following objections in accordance with SERFF procedures for responding to an Objection Letter:

Objection 1

- Massachusetts Changes, BPM 5116, 0613 (Form)

Comments: Please advise regarding the purpose of this amendatory endorsement, and with what law, regulation or requirement it is meant to comply.

Objection 2

- Employment Practices Liability Insurance Coverage Endorsement, BPM 3107CW, 0613 (Form)

- Supplemental Extended Reporting Period Endorsement, BPM 3108CW, 0613 (Form)

- Employment Practices Liability Insurance Coverage Endorsement-Supplemental Declarations, BPM D 3107CW, 0613 (Form)

Comments: Please advise when the rates for the submitted revised coverage were placed on file by the Division.

Conclusion:

Upon receipt of your response, this filing will be scheduled for review. Our goal is to have your filing under our review for no more than 60 days.

This filing will be closed for lack of action if a response is not received on or before the Respond By Date indicated in this Objection Letter.

Should you decide to withdraw this filing, please notify us via response to this objection. Thank you.

Sincerely,

Daniel Smith

State: Massachusetts **Filing Company:** Main Street America Assurance Company
TOI/Sub-TOI: 05.0 CMP Liability and Non-Liability/05.0002 Businessowners
Product Name: Main Street America Assurance Company-Mainline Businessowners-EPLI Rule and Form Filing
Project Name/Number: Mainline Businessowners-EPLI Rule and Form Filing/

Objection Letter

Objection Letter Status	Incomplete
Objection Letter Date	02/19/2013
Submitted Date	02/19/2013
Respond By Date	02/28/2013

Dear Hollie Carter,

Introduction:

This filing submission remains incomplete. Please respond to the following objections in accordance with SERFF procedures for responding to an Objection Letter:

Objection 1

- Checklist(s) (Supporting Document)

Comments: The explanation for item GR4 now points to the Comment section of the Checklist component. Please add the explanation rprovided in your previous response to the Comment section of the Checklist component.

Conclusion:

Upon receipt of your response, this filing will be scheduled for review. This filing will be closed for lack of action if a response is not received on or before 3:30 PM EST on the Respond By Date indicated in this Objection Letter.

Should you decide to withdraw this filing, please notify us via response to this objection. Thank you.

Sincerely,

Daniel Smith

State: Massachusetts **Filing Company:** Main Street America Assurance Company
TOI/Sub-TOI: 05.0 CMP Liability and Non-Liability/05.0002 Businessowners
Product Name: Main Street America Assurance Company-Mainline Businessowners-EPLI Rule and Form Filing
Project Name/Number: Mainline Businessowners-EPLI Rule and Form Filing/

Objection Letter

Objection Letter Status	Incomplete
Objection Letter Date	02/15/2013
Submitted Date	02/15/2013
Respond By Date	02/25/2013

Dear Hollie Carter,

Introduction:

This filing submission is incomplete. Please respond to the following objections in accordance with SERFF procedures for responding to an Objection Letter:

Objection 1

- Checklist(s) (Supporting Document)

Comments: The explanation for item GR4 points to the Form Utilization List. However, no signature page is referenced on the List. Please advise.

Conclusion:

Upon receipt of your response, this filing will be scheduled for review. This filing will be closed for lack of action if a response is not received on or before 3:30 PM EST on the Respond By Date indicated in this Objection Letter.

Should you decide to withdraw this filing, please notify us via response to this objection. Thank you.

Sincerely,

Daniel Smith

SERFF Tracking #:

NGMC-128894556

State Tracking #:

Company Tracking #:

State: Massachusetts **Filing Company:** Main Street America Assurance Company
TOI/Sub-TOI: 05.0 CMP Liability and Non-Liability/05.0002 Businessowners
Product Name: Main Street America Assurance Company-Mainline Businessowners-EPLI Rule and Form Filing
Project Name/Number: Mainline Businessowners-EPLI Rule and Form Filing

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	03/20/2013
Submitted Date	03/20/2013

Dear Daniel Smith,

Introduction:

Dear Mr. Smith,

This is in response to your objections of 2-20-13.

Response 1

Comments:

At this time, we are requesting to withdraw endorsement BPM 5116 (0613)-Massachusetts Changes from this filing.

In addition, manual exception page MA-EX-1 (09/13), the Exception Page side by side and the Rule Explanatory Memorandum are being withdrawn from this filing, as the only change being made to the rules was to reference form BPM 5116 (0613).

Forms Explanatory Memorandum and the Policy Endorsement List have been revised to remove reference to form BPM 5116.

Related Objection 1

Applies To:

- Massachusetts Changes, BPM 5116, 0613 (Form)

Comments: Please advise regarding the purpose of this amendatory endorsement, and with what law, regulation or requirement it is meant to comply.

Changed Items:

SERFF Tracking #:

NGMC-128894556

State Tracking #:

Company Tracking #:

State: Massachusetts

Filing Company:

Main Street America Assurance Company

TOI/Sub-TOI: 05.0 CMP Liability and Non-Liability/05.0002 Businessowners

Product Name: Main Street America Assurance Company-Mainline Businessowners-EPLI Rule and Form Filing

Project Name/Number: Mainline Businessowners-EPLI Rule and Form Filing/

Supporting Document Schedule Item Changes

Satisfied - Item:	Policy Endorsement List
Comments:	Please see revised Policy Endorsement List attached.
Attachment(s):	Revised - Policy Endorsement List.pdf
<i>Previous Version</i>	
Satisfied - Item:	<i>Policy Endorsement List</i>
Comments:	<i>Please see Policy Endorsement List attached.</i>
Attachment(s):	<i>Policy Endorsement List.pdf</i>

Satisfied - Item:	Annotated Comparison
Comments:	Please see forms side by side exhibits attached.
Attachment(s):	BPM 3107CW 0613 - EPLI - side by side.pdf BPM 3108CW 0613 - EPLI-ERP side-by-side.pdf BPM D 3107CW 0613 - EPLI Dec - side-by-side.pdf
<i>Previous Version</i>	
Satisfied - Item:	<i>Annotated Comparison</i>
Comments:	<i>Please see manual exception page side by side and forms side by side exhibits attached.</i>
Attachment(s):	<i>Exception Page Side by Side Exhibit.pdf BPM 3107CW 0613 - EPLI - side by side.pdf BPM 3108CW 0613 - EPLI-ERP side-by-side.pdf BPM D 3107CW 0613 - EPLI Dec - side-by-side.pdf</i>

Satisfied - Item:	Forms Explanatory Memorandums
Comments:	Please see the revised Forms Explanatory attached.
Attachment(s):	Revised - Forms Explanatory Memorandum.pdf
<i>Previous Version</i>	

SERFF Tracking #:

NGMC-128894556

State Tracking #:

Company Tracking #:

State:

Massachusetts

Filing Company:

Main Street America Assurance Company

TOI/Sub-TOI:

05.0 CMP Liability and Non-Liability/05.0002 Businessowners

Product Name:

Main Street America Assurance Company-Mainline Businessowners-EPLI Rule and Form Filing

Project Name/Number:

Mainline Businessowners-EPLI Rule and Form Filing/

Satisfied - Item:	<i>Rule and Forms Explanatory Memorandums</i>
Comments:	<i>Please see the Rule Explanatory and Forms Explanatory attached.</i>
Attachment(s):	<i>Rule Explanatory Memorandum.pdf Forms Explanatory Memorandum.pdf</i>

SERFF Tracking #:

NGMC-128894556

State Tracking #:

Company Tracking #:

State: Massachusetts

Filing Company:

Main Street America Assurance Company

TOI/Sub-TOI: 05.0 CMP Liability and Non-Liability/05.0002 Businessowners

Product Name: Main Street America Assurance Company-Mainline Businessowners-EPLI Rule and Form Filing

Project Name/Number: Mainline Businessowners-EPLI Rule and Form Filing/

Supporting Document Schedule Item Changes

Satisfied - Item:	Policy Endorsement List
Comments:	Please see revised Policy Endorsement List attached.
Attachment(s):	Revised - Policy Endorsement List.pdf
<i>Previous Version</i>	
Satisfied - Item:	<i>Policy Endorsement List</i>
Comments:	<i>Please see Policy Endorsement List attached.</i>
Attachment(s):	<i>Policy Endorsement List.pdf</i>

Satisfied - Item:	Annotated Comparison
Comments:	Please see forms side by side exhibits attached.
Attachment(s):	BPM 3107CW 0613 - EPLI - side by side.pdf BPM 3108CW 0613 - EPLI-ERP side-by-side.pdf BPM D 3107CW 0613 - EPLI Dec - side-by-side.pdf
<i>Previous Version</i>	
Satisfied - Item:	<i>Annotated Comparison</i>
Comments:	<i>Please see manual exception page side by side and forms side by side exhibits attached.</i>
Attachment(s):	<i>Exception Page Side by Side Exhibit.pdf BPM 3107CW 0613 - EPLI - side by side.pdf BPM 3108CW 0613 - EPLI-ERP side-by-side.pdf BPM D 3107CW 0613 - EPLI Dec - side-by-side.pdf</i>

Satisfied - Item:	Forms Explanatory Memorandums
Comments:	Please see the revised Forms Explanatory attached.
Attachment(s):	Revised - Forms Explanatory Memorandum.pdf
<i>Previous Version</i>	

SERFF Tracking #:

NGMC-128894556

State Tracking #:

Company Tracking #:

State:

Massachusetts

Filing Company:

Main Street America Assurance Company

TOI/Sub-TOI:

05.0 CMP Liability and Non-Liability/05.0002 Businessowners

Product Name:

Main Street America Assurance Company-Mainline Businessowners-EPLI Rule and Form Filing

Project Name/Number:

Mainline Businessowners-EPLI Rule and Form Filing/

Satisfied - Item:	<i>Rule and Forms Explanatory Memorandums</i>
Comments:	<i>Please see the Rule Explanatory and Forms Explanatory attached.</i>
Attachment(s):	<i>Rule Explanatory Memorandum.pdf Forms Explanatory Memorandum.pdf</i>

SERFF Tracking #:

NGMC-128894556

State Tracking #:

Company Tracking #:

State: Massachusetts

Filing Company:

Main Street America Assurance Company

TOI/Sub-TOI: 05.0 CMP Liability and Non-Liability/05.0002 Businessowners

Product Name: Main Street America Assurance Company-Mainline Businessowners-EPLI Rule and Form Filing

Project Name/Number: Mainline Businessowners-EPLI Rule and Form Filing/

Supporting Document Schedule Item Changes

Satisfied - Item:	Policy Endorsement List
Comments:	Please see revised Policy Endorsement List attached.
Attachment(s):	Revised - Policy Endorsement List.pdf

Previous Version

Satisfied - Item:	<i>Policy Endorsement List</i>
Comments:	<i>Please see Policy Endorsement List attached.</i>
Attachment(s):	<i>Policy Endorsement List.pdf</i>

Satisfied - Item:	Annotated Comparison
Comments:	Please see forms side by side exhibits attached.
Attachment(s):	BPM 3107CW 0613 - EPLI - side by side.pdf BPM 3108CW 0613 - EPLI-ERP side-by-side.pdf BPM D 3107CW 0613 - EPLI Dec - side-by-side.pdf

Previous Version

Satisfied - Item:	<i>Annotated Comparison</i>
Comments:	<i>Please see manual exception page side by side and forms side by side exhibits attached.</i>
Attachment(s):	<i>Exception Page Side by Side Exhibit.pdf BPM 3107CW 0613 - EPLI - side by side.pdf BPM 3108CW 0613 - EPLI-ERP side-by-side.pdf BPM D 3107CW 0613 - EPLI Dec - side-by-side.pdf</i>

Satisfied - Item:	Forms Explanatory Memorandums
Comments:	Please see the revised Forms Explanatory attached.
Attachment(s):	Revised - Forms Explanatory Memorandum.pdf

Previous Version

SERFF Tracking #:

NGMC-128894556

State Tracking #:

Company Tracking #:

State: Massachusetts

Filing Company:

Main Street America Assurance Company

TOI/Sub-TOI: 05.0 CMP Liability and Non-Liability/05.0002 Businessowners

Product Name: Main Street America Assurance Company-Mainline Businessowners-EPLI Rule and Form Filing

Project Name/Number: Mainline Businessowners-EPLI Rule and Form Filing/

Satisfied - Item:	<i>Rule and Forms Explanatory Memorandums</i>
Comments:	<i>Please see the Rule Explanatory and Forms Explanatory attached.</i>
Attachment(s):	<i>Rule Explanatory Memorandum.pdf Forms Explanatory Memorandum.pdf</i>

Form Schedule Item Changes

Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	Massachusetts Changes	BPM 5116	0613	END	Withdrawn	Previous Filing Number: Replace d Form Number:			Date Submitted: 03/20/2013 By: Susan Fastenberg
<i>Previous Version</i>									
1	Massachusetts Changes	BPM 5116	0613	END	New			BPM 5116 0613 - MA Changes.pdf	Date Submitted: 02/15/2013 By: Susan Fastenberg

Rate Schedule Item Changes

Item No.	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing Number	Date Submitted
1	Finished Manual Rule Exception Page	MA-EX-1 (09 13)	Replacement	NGMC-128239552	03/20/2013 By: Susan Fastenberg
<i>Previous Version</i>					
1	Finished Manual Rule Exception Page	MA-EX-1 (09 13)	Replacement	NGMC-128239552	02/15/2013 By: Susan Fastenberg

SERFF Tracking #:

NGMC-128894556

State Tracking #:

Company Tracking #:

State: Massachusetts
TOI/Sub-TOI: 05.0 CMP Liability and Non-Liability/05.0002 Businessowners
Product Name: Main Street America Assurance Company-Mainline Businessowners-EPLI Rule and Form Filing
Project Name/Number: Mainline Businessowners-EPLI Rule and Form Filing/

Filing Company: Main Street America Assurance Company

Response 2

Comments:

These forms revisions do not carry a corresponding rate filing, as they provide either broadenings in coverage, or neutral changes to coverage (language and coverage clarification). Based on our analysis of the coverage broadenings with these form revisions, we did not feel a rate increase on the coverage was warranted.

As such, we revert to our original approved rate/rule/form filing for this coverage in the state (SERFF #NGMC-125901133, effective 3/1/2009)

Related Objection 2

Applies To:

- Employment Practices Liability Insurance Coverage Endorsement, BPM 3107CW, 0613 (Form)*
- Supplemental Extended Reporting Period Endorsement, BPM 3108CW, 0613 (Form)*
- Employment Practices Liability Insurance Coverage Endorsement-Supplemental Declarations, BPM D 3107CW, 0613 (Form)*

Comments: Please advise when the rates for the submitted revised coverage were placed on file by the Division.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

Thank you for your assistance with this filing.

*Sincerely,
Susan Fastenberg
State Filing Specialist
Sincerely,
Susan Fastenberg*

SERFF Tracking #:

NGMC-128894556

State Tracking #:

Company Tracking #:

State: Massachusetts **Filing Company:** Main Street America Assurance Company
TOI/Sub-TOI: 05.0 CMP Liability and Non-Liability/05.0002 Businessowners
Product Name: Main Street America Assurance Company-Mainline Businessowners-EPLI Rule and Form Filing
Project Name/Number: Mainline Businessowners-EPLI Rule and Form Filing

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	02/19/2013
Submitted Date	02/19/2013

Dear Daniel Smith,

Introduction:

This is in response to your inquiry of 2-19-13.

Response 1

Comments:

Our explanation is now included in the Comment section of the Checklist component.

Related Objection 1

Applies To:

- Checklist(s) (Supporting Document)

Comments: The explanation for item GR4 now points to the Comment section of the Checklist component. Please add the explanation rprovided in your previous response to the Comment section of the Checklist component.

Changed Items:

SERFF Tracking #:

NGMC-128894556

State Tracking #:

Company Tracking #:

State: Massachusetts

Filing Company:

Main Street America Assurance Company

TOI/Sub-TOI: 05.0 CMP Liability and Non-Liability/05.0002 Businessowners

Product Name: Main Street America Assurance Company-Mainline Businessowners-EPLI Rule and Form Filing

Project Name/Number: Mainline Businessowners-EPLI Rule and Form Filing/

Supporting Document Schedule Item Changes	
Satisfied - Item:	Checklist(s)
Comments:	Our signature page for the Main Line Businessowners program is applicable to Employment Practices Liability Coverage as well. This is form 60-N180 0911, and was approved by the MA DOI via filing SERFF tracking number NGMC127128417, effective 12/1/2011. As such, the checklist has been amended to reflect "other" in the brief explanation field.
Attachment(s):	MA Property & Casualty Checklist.pdf
<i>Previous Version</i>	
Satisfied - Item:	<i>Checklist(s)</i>
Comments:	<i>Please see revised MA Base Checklist for Property & Casualty Insurance attached.</i>
Attachment(s):	<i>MA Property & Casualty Checklist.pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>Checklist(s)</i>
Comments:	<i>Please see MA Base Checklist for Property & Casualty Insurance attached.</i>
Attachment(s):	<i>MA Property & Casualty Checklist.pdf</i>

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

We apologize for any inconvenience. Thank you for your assistance.

Sincerely,
Susan Fastenberg
State Filing Specialist
Sincerely,
Susan Fastenberg

SERFF Tracking #:

NGMC-128894556

State Tracking #:

Company Tracking #:

State: Massachusetts
 TOI/Sub-TOI: 05.0 CMP Liability and Non-Liability/05.0002 Businessowners
 Product Name: Main Street America Assurance Company-Mainline Businessowners-EPLI Rule and Form Filing
 Project Name/Number: Mainline Businessowners-EPLI Rule and Form Filing/

Filing Company: Main Street America Assurance Company

Response Letter

Response Letter Status Submitted to State
 Response Letter Date 02/19/2013
 Submitted Date 02/19/2013

Dear Daniel Smith,

Introduction:

This is in response to your inquiry of 2-15-13.

Response 1

Comments:

Our signature page for the Main Line Businessowners program is applicable to Employment Practices Liability Coverage as well. This is form 60-N180 0911, and was approved by the MA DOI via filing SERFF tracking number NGMC127128417, effective 12/1/2011. As such, the checklist has been amended to reflect other in the brief explanation field.

Related Objection 1

Applies To:

- Checklist(s) (Supporting Document)

Comments: The explanation for item GR4 points to the Form Utilization List. However, no signature page is referenced on the List. Please advise.

Changed Items:

Supporting Document Schedule Item Changes	
Satisfied - Item:	Checklist(s)
Comments:	Please see revised MA Base Checklist for Property & Casualty Insurance attached.
Attachment(s):	MA Property & Casualty Checklist.pdf
<i>Previous Version</i>	
Satisfied - Item:	Checklist(s)
Comments:	Please see MA Base Checklist for Property & Casualty Insurance attached.
Attachment(s):	MA Property & Casualty Checklist.pdf

No Form Schedule items changed.

SERFF Tracking #:

NGMC-128894556

State Tracking #:

Company Tracking #:

State:

Massachusetts

Filing Company:

Main Street America Assurance Company

TOI/Sub-TOI:

05.0 CMP Liability and Non-Liability/05.0002 Businessowners

Product Name:

Main Street America Assurance Company-Mainline Businessowners-EPLI Rule and Form Filing

Project Name/Number:

Mainline Businessowners-EPLI Rule and Form Filing/

No Rate/Rule Schedule items changed.

Conclusion:

Thank you for your assistance with this filing.

Sincerely,

Susan Fastenberg

State Filing Specialist

Sincerely,

Susan Fastenberg

State: Massachusetts **Filing Company:** Main Street America Assurance Company
TOI/Sub-TOI: 05.0 CMP Liability and Non-Liability/05.0002 Businessowners
Product Name: Main Street America Assurance Company-Mainline Businessowners-EPLI Rule and Form Filing
Project Name/Number: Mainline Businessowners-EPLI Rule and Form Filing/

Note To Filer

Created By:

Daniel Smith on 02/15/2013 01:27 PM

Last Edited By:

Daniel Smith

Submitted On:

03/20/2013 01:31 PM

Subject:

FILING FEES

Comments:

Please note for future submissions that the appropriate fee for this filing is \$225.00.

Daniel J. Smith
Policy Form Review

State: Massachusetts **Filing Company:** Main Street America Assurance Company
TOI/Sub-TOI: 05.0 CMP Liability and Non-Liability/05.0002 Businessowners
Product Name: Main Street America Assurance Company-Mainline Businessowners-EPLI Rule and Form Filing
Project Name/Number: Mainline Businessowners-EPLI Rule and Form Filing/

Note To Filer

Created By:

Carla Kelton on 02/15/2013 08:24 AM

Last Edited By:

Daniel Smith

Submitted On:

03/20/2013 01:31 PM

Subject:

SERFF Tracking Number: NGMC-128894556

Comments:

Thank you for your filing submission. Your filing is now assigned to an analyst for review. Our goal is to have your filing under our review for no more than 60 days

State: Massachusetts

Filing Company:

Main Street America Assurance Company

TOI/Sub-TOI: 05.0 CMP Liability and Non-Liability/05.0002 Businessowners

Product Name: Main Street America Assurance Company-Mainline Businessowners-EPLI Rule and Form Filing

Project Name/Number: Mainline Businessowners-EPLI Rule and Form Filing/

Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
							Previous Filing Number:	Replaced Form Number:		
1		Employment Practices Liability Insurance Coverage Endorsement	BPM 3107CW	0613	END	Replaced	Previous Filing Number: NGMC-125901133	Replaced Form Number: BPM 3107CW (1207)		BPM 3107CW 0613 - EPLI - Final.pdf
2		Supplemental Extended Reporting Period Endorsement	BPM 3108CW	0613	END	Replaced	Previous Filing Number: NGMC-125901133	Replaced Form Number: BPM 3108CW (1207)		BPM 3108CW 0613 - EPLI-ERP - Final.pdf
3		Employment Practices Liability Insurance Coverage Endorsement-Supplemental Declarations	BPM D 3107CW	0613	END	Replaced	Previous Filing Number: NGMC-125901133	Replaced Form Number: BPM D 3107 (1207)		BPM D 3107CW 0613 - EPLI Dec - Final.pdf
4		Massachusetts Changes	BPM 5116	0613	END	Withdrawn	Previous Filing Number:	Replaced Form Number:		

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

THIS IS A CLAIMS-MADE AND REPORTED COVERAGE ENDORSEMENT.

EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE ENDORSEMENT

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

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

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

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

SECTION I. WHAT IS COVERED

A. Insuring Agreement

1. "We" shall pay those "losses" arising out of an "insured's" "wrongful employment act" against "your" "employees", "recognized volunteers" and applicants for employment to which this insurance applies.
2. For coverage to apply under this EPL Coverage, the "wrongful employment act" must commence or take place after the Retroactive Date, but before the end of the "EPL coverage period". If no Retroactive Date appears on the Supplemental Declarations then the Retroactive Date shall be the date of organization of the "named insured." A "claim" or "suit" for a "wrongful employment act" must be first made against "you" during the "EPL coverage period" or Extended Reporting Periods (if applicable) and reported to "us" pursuant to the terms of this EPL Coverage.
3. A "claim" or "suit" by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:
 - a. When written notice of such "claim" or "suit" is received and recorded by any "insured" or by "us", whichever comes first; or
 - b. When "we" make any settlement in accordance with the terms of this EPL Coverage.

B. Defense

1. "We" have the right and duty to defend and appoint an attorney to defend any "claim" or "suit" brought against any "insured" for a "wrongful employment act" to which this insurance applies, even if the "claim" or "suit" is groundless or fraudulent.

At the time a "claim" or "suit" is first reported to "us", "you" may request that "we" appoint a defense attorney of "your" choice. "We" will give full consideration to any such request.

2. "We" have the right to investigate and settle any "claim" or "suit" that "we" believe is proper. "You" shall be entitled to consent to such settlement, provided "your" consent is not unreasonably withheld and is provided as soon as practicable.

If "you" refuse to consent to any settlement that "we" recommend and that is acceptable to the claimant, then "our" liability under this EPL Coverage for such "claim" or "suit" shall not exceed the amount for which we could have settled had "your" consent not been withheld at the time of "our" recommendation. "You" shall thereafter negotiate and defend that "claim" or "suit" at "your" own cost and without "our" involvement.

3. "We" shall pay all reasonable costs "we" ask the "insured" to incur while helping "us" investigate or defend a "claim" or "suit". "We", however, will not pay more than \$250 per day for earnings lost by the "insured" because of time taken off from work.

4. "We" shall pay premiums for appeal bonds, or bonds to release property being used to secure a legal obligation, for a covered "suit". "We" shall only pay, however, for bonds valued up to "our" EPL Aggregate Limit of Liability. "We" shall have no obligation to appeal or to obtain these bonds.
5. Payments for "defense costs" are included within the EPL Aggregate Limit of Liability. They are not in addition to the EPL Aggregate Limit of Liability. "Our" duty to defend or to make payment of any "claim" or "suit" pursuant to Paragraphs 1. through 4. of this Clause B., ends after the EPL Aggregate Limit of Liability has been exhausted by payment of "loss", including "defense costs".
6. "We" shall pay all interest on that amount of any judgment within the EPL Aggregate Limit of Liability:
 - a. Which accrues after entry of judgment; and
 - b. Before "we" pay, offer to pay, or deposit in court that part of the judgment within the EPL Aggregate Limit of Liability.

These interest payments shall be in addition to and not part of the EPL Aggregate Limit of Liability.

C. Transfer of Control

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

SECTION II. EXCLUSIONS—WHAT IS NOT COVERED

This insurance does not apply to:

A. Criminal Acts

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

The "wrongful employment act(s)" of an "insured" shall not be imputed to any other "insured" for the purpose of determining the applicability of this Exclusion A.;

B. "Property Damage"

Any liability arising out of "property damage";

C. "Bodily Injury"

Any liability arising out of "bodily injury";

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

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

E. Contractual Liability

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

F. ERISA, FLSA, NLRA, WARN, COBRA, and OSHA

Any liability for violation(s) of any of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974, the Fair Labor Standards Act (except the Equal Pay Act), the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act, the Occupational Safety and Health Act, any rules or regulations of the foregoing promulgated thereunder, and amendments thereto or any similar federal, state, local or foreign statutory law or common law.

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

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

Notwithstanding the foregoing, this Exclusion F. shall not apply to the extent that a “claim” or “suit” is for “retaliation”;

G. Prior Knowledge

Any liability arising out of incidents, circumstances or “wrongful employment acts”, which an “insured”

1. Had knowledge of; or
2. Could have reasonably foreseen might result in a “claim” or “suit”

and which were known to the “insured” prior to the effective date of this EPL Coverage or the first EPL Coverage issued by “us” of which this EPL Coverage is an uninterrupted renewal;

H. Prior Notice

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

I. Prior Litigation

Any liability arising out of any prior

1. Litigation; or
2. Administrative or regulatory proceeding or investigation

of which an “insured” had notice, or alleging the same or “related wrongful employment acts” alleged or contained in such pending or prior litigation or administrative or regulatory proceeding or investigation which the “insured” had knowledge of prior to the effective date of this EPL Coverage or the first EPL Coverage issued by “us” of which this EPL Coverage is an uninterrupted renewal.

SECTION III. WHO IS AN INSURED

A. Individual

If “you” are shown in the Supplemental Declarations of this EPL Coverage as an individual, “you” and “your” spouse or “Domestic Partner” are “insureds”, only for the conduct of a business of which “you” are the sole owner.

B. Corporation

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

C. Partnership or Joint Venture

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

D. Limited Liability Company

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

E. Trusts

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

F. “Employees”

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

G. Extensions

1. Subject otherwise to the terms hereof, this EPL Coverage shall cover “loss” arising from any “claims” or “suits” made against the estates, heirs, or legal representative of deceased individual “insureds”, and the legal representatives of individual “insureds”, in the event of incompetency, who were individual “insureds” at the time the “wrongful employment acts”, upon which such “claims” or “suits” are based, were committed.

2. Subject otherwise to the terms hereof, this EPL Coverage shall cover "loss" arising from all "claims" and "suits" made against the lawful spouse (whether such status is derived by reason of statutory law, common law or otherwise of any applicable jurisdiction in the world) or "Domestic Partner" of an individual "insured", including a "claim" or "suit" that seeks damages recoverable from marital community property, property jointly held by the individual "insured" and the spouse or "Domestic Partner", or property transferred from the individual "insured" to the spouse or "Domestic Partner"; provided, however, that this extension shall not afford coverage for a "claim" or "suit" arising out of any "wrongful employment act" of the spouse or "Domestic Partner", but shall apply only to "claims" or "suits" arising out of any "wrongful employment acts" of an individual "insured", subject to this EPL Coverage's terms, conditions and exclusions.

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

- A. The EPL Aggregate Limit of Liability shown in the Supplemental Declarations of this EPL Coverage and the information contained in this section limits the most "we" shall pay for all "loss" (other than post-judgment interest described in Section I., Clause B., Paragraph 6.) arising out of "claims" and "suits" first made against "insureds" during the "EPL coverage period" or Extended Reporting Periods (if applicable), regardless of:
1. The number of persons or organizations covered by this EPL Coverage; or
 2. The number of "claims" made or "suits" brought; or
 3. The length of the "EPL coverage period".
- B. The EPL Aggregate Limit of Liability is the most "we" shall pay for all "losses" (other than post-judgment interest described in Section I., Clause B., Paragraph 6.), including amounts incurred for "defense costs".
- C. The EPL Aggregate Limit of Liability for the Extended Reporting Periods (if applicable) shall be part of, and not in addition to the EPL Aggregate Limit of Liability for the "EPL coverage period".
- D. All "claims" and "suits" arising from the same or "related wrongful employment acts" shall be treated as arising out of a single "wrongful employment act".
- E. All "claims" or "suits" arising out of one "wrongful employment act" shall be deemed to be made on the date that the first such "claim" is made or "suit" is brought. All "claims" asserted in a "class action suit" will be treated as arising out of a single "wrongful employment act".
- F. Any "claim" or "suit" which is made subsequent to the "EPL coverage period" or Extended Reporting Periods (if applicable) which, pursuant to Section VI., Clause D., Paragraphs 3. and 4. is considered made during the "EPL coverage period" or Extended Reporting Periods (if applicable) shall also be subject to the one EPL Aggregate Limit of Liability stated in the Supplemental Declarations of this EPL Coverage.

SECTION V. DEDUCTIBLE

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

At our option, "we" may pay any part or all of the EPL 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 that has been paid by "us".

SECTION VI. CONDITIONS

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

A. Assignment

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

B. Bankruptcy or Insolvency

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

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

C. Coverage Territory

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

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

1. If, during the "EPL coverage period", incidents or events occur which "you" reasonably believe may give rise to a "claim" or "suit" for which coverage may be provided hereunder, such belief being based upon either written notice from the potential claimant or the potential claimant's representative; or notice of a complaint filed with EEOC, DOL or OFCCP (or similar federal, state or local agency); or upon an oral "claim", allegation or threat, "you" shall give written notice to "us" as soon as practicable and either:
 - a. Anytime during the "EPL coverage period"; or
 - b. Anytime during the Extended Reporting Periods (if applicable).
2. If a "claim" is made or a "suit" is brought against any "insured", "you" must:
 - a. Immediately record the specifics of the "claim" or "suit" and the date received; and
 - b. Provide "us" with written notice, as described in Paragraph 3. of this Clause D., as soon as practicable.
3. Such written notice of "claim" or "suit" shall contain:
 - a. The identity of the person(s) alleging a "wrongful employment act";
 - b. The identity of the "insured(s)" who allegedly were involved in the incidents or events;
 - c. The date the alleged incidents or events took place; and
 - d. The written notice or a memorandum of the oral "claim", allegation or threat referred to above.

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

4. If "you" submit written notice of a "claim" or "suit", pursuant to this Clause D., then any "claim" or "suit" that may subsequently be made against an "insured" and reported to "us" alleging the same or a "related wrongful employment act" to the "claim" or "suit" for which such notice has been given shall be deemed, for the purpose of this insurance, to have been first made during the "EPL coverage period" or Extended Reporting Period (if applicable) in effect at the time such written notice was first submitted to "us".
5. "You" and any other "insured" must:
 - a. Immediately send "us" copies of any demands, notices, summonses or legal papers received in connection with any "claim" or "suit";
 - b. Authorize "us" to obtain records and other information;
 - c. Cooperate with "us" in the investigation, settlement or defense of the "claim" or "suit";
 - d. Assist "us", upon "our" request, in the enforcement of any right against any person or organization which may be liable to the "insured" because of injury or damage to which this insurance may also apply;
 - e. Not take any action, nor fail to take any required action, that prejudices the rights of the "insureds" or "us" with respect to such "claim" or "suit".
6. No "insureds" will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without "our" prior written consent.

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

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

F. Extended Reporting Periods

1. "You" shall have the right to the Extended Reporting Periods described in Paragraph 2. of this Clause F., in the event that:
 - a. "You" or "we" shall cancel this EPL Coverage;
 - b. "You" or "we" shall refuse to renew this EPL Coverage; or

- c. "We" renew this EPL Coverage on an other than a claims-made basis or with a Retroactive Date later than the Retroactive Date shown on the Supplemental Declarations of this EPL Coverage;
2. If an event as specified in Paragraph 1. of this Clause F. has occurred, "you" shall have the right to the following:
- a. An Automatic Extended Reporting Period of thirty (30) days after the effective date of cancellation or nonrenewal at no additional premium in which to give to "us" written notice of "claims" first made or "suits" first brought against the "insureds" during said Automatic Extended Reporting Period for any "wrongful employment acts" occurring before the end of the "EPL coverage period" and are otherwise covered by this EPL Coverage; and
- b. Upon payment of an additional premium of 100% of the full annual premium applicable to this EPL Coverage, a Supplemental Extended Reporting Period of one (1) year immediately following the effective date of cancellation or nonrenewal in which to give to "us" written notice of "claims" first made or "suits" first brought against the "insureds" during said Supplemental Extended Reporting Period for any "wrongful employment acts" occurring before the end of the "EPL coverage period" and are otherwise covered by this EPL Coverage.

To obtain the Supplemental Extended Reporting Period, "you" must request it in writing and pay the additional premium due, within thirty (30) days of the effective date of cancellation or nonrenewal. The additional premium for the Supplemental Extended Reporting Period shall be fully earned at the inception of the Supplemental Extended Reporting Period. If "we" do not receive the written request as required, "you" may not exercise this right at a later date.

This insurance, provided during the Supplemental Extended Reporting Period, is excess over any other valid and collectible insurance that begins or continues in effect after the Supplemental Extended Reporting Period becomes effective, whether the other insurance applies on a primary, excess, contingent, or any other basis.

G. Change in Control of "Named Insured"

In the event of a "Transaction" then this EPL Coverage shall continue in full force and effect as to "wrongful employment acts" occurring prior to the effective time of the "Transaction", but there shall be no coverage afforded by any provision of this EPL Coverage for any actual or alleged "wrongful employment acts" occurring after the effective time of the "Transaction". This EPL Coverage may not be cancelled after the effective time of the "Transaction" and the entire premium for this EPL Coverage shall be deemed earned as of such time. "You" shall also have the right to the Extended Reporting Periods described in Clause F. of this Section VI.

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

H. Legal Action Against "Us"

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

I. Other Insurance

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

J. EPL Coverage Changes

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

K. Representations

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

L. Special Rights and Duties of the First "Named Insured"

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

1. Giving of notice of a "claim" or "suit";
2. Giving and receiving notice of cancellation or nonrenewal;
3. Payment of premiums and receipt of return premiums;

4. Acceptance of any endorsements issued to form a part of this EPL Coverage; or
5. Purchasing or deciding not to purchase the Supplemental Extended Reporting Period.

M. Separation of Insureds

Except with respect to the EPL Aggregate Limit of Liability and any rights or duties specifically assigned to the first "named insured" in Clause L. of this Section VI, this insurance applies:

1. As if each "named insured" were the only "named insured"; and
2. Separately to each insured against whom a "claim" or "suit" is made.

N. Tie-In of Limits

As respects any "claim" or "suit" in which at least one person/entity claimed against is an "insured" under this EPL Coverage and at least one person/entity claimed against is an insured under any other EPL Coverage issued to "you" by "us" (the "Other Policy"), the combined EPL Aggregate Limit of Liability under both this EPL Coverage and the Other Policy for all "losses" arising from such "claims" or "suits" combined shall not exceed the highest applicable limit of insurance under either this EPL Coverage or the Other Policy. This limitation shall apply even if both this EPL Coverage and the Other Policy have been triggered due to a "claim" or "suit" made against the same person/entity but alleging "wrongful employment acts" both in his, her or its capacity as an insured under the "Other policy" and as an "insured" under this EPL Coverage.

O. Headings

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

SECTION VII. DEFINITIONS

- A. "Bodily injury" means physical injury, sickness, or disease, including death resulting therefrom.
- B. "Claim" means a written demand for monetary and non-monetary relief (including any request to toll or waive any statute of limitations). The term "claim" shall also mean an Equal Employment Opportunity Commission (EEOC), Department of Labor (DOL) or Office of Federal Contract Compliance Program (OFCCP) (or similar federal, state or local agency) proceeding or investigation commenced by the filing of a notice of charges, service of a complaint or similar document of which notice has been given to "you". However, in no event, shall the term "claim" include any labor or grievance proceeding, which is subject to a collective bargaining agreement.
- C. "Class action suit" means any suit seeking certification or certified as a class action by a federal or state court.
- D. "Defense costs" means reasonable and necessary fees, costs and expenses consented to by "us" resulting solely from the investigation, adjustment, defense and appeal of a "claim" or "suit" against "you". In no event shall "Defense Costs" include "your" or "our" routine on-going expenses, including, without limitation, the salaries of "your" or "our" "employees", officers or staff attorneys.
- E. "Domestic partner" means any natural person legally recognized as a domestic or civil union partner under:
 1. The provisions of any applicable federal, state or local law; or
 2. The provisions of any formal program established by "you".
- F. "Employee" means an individual whose labor or service is engaged by and directed by "you" for remuneration, whether such individual is in a supervisory, co-worker or subordinate position or otherwise, including any part-time, seasonal, and temporary "employees".
An individual who is an independent contractor or leased to "you" shall also be an "employee". Independent contractors who do not provide ongoing and routine services solely for "you" shall not be considered "employees", including but not limited to independent trade contractors (e.g. plumber, electrician).
- G. "EPL coverage period" means the period commencing on the effective date shown in the Supplemental Declarations of this EPL Coverage. This period ends on the earlier of the expiration date or the effective date of cancellation of this EPL Coverage. If "you" became an "insured" under this EPL Coverage after the effective date, the "EPL coverage period" begins on the date "you" became an "insured".
- H. "Loss(es)" means monetary amounts to which this insurance applies and which "you" are legally obligated to pay (including front pay and back pay), judgments, settlements, pre- and post-judgment interest on that part of any judgment paid by "us", statutory attorney fees, and "defense costs"; however, "loss" shall not include:
 1. Civil or criminal fines or penalties imposed by law;
 2. Taxes;
 3. Employment related benefits, stock options, perquisites, deferred compensation or any other type of compensation other than salary, wages or bonus compensation;

4. Any liability or costs incurred by any "insured" to modify any building or property in order to make said building or property more accessible or accommodating to any disabled person, or any liability or costs incurred in connection with any educational, sensitivity or other corporate program, policy or seminar; or
5. Matters which may be deemed uninsurable under the law pursuant to which this EPL Coverage shall be construed.

Where permitted by law, "loss" shall include punitive or exemplary damages imposed upon any "insured" (subject to the policy's other terms, conditions and exclusions).

- I. "Named insured" means the person or organization designated in the Supplemental Declarations page of this EPL Coverage.
- J. "Property damage" means physical injury to, or destruction of, tangible property including the loss of use thereof, or loss of use of tangible property, which has not been physically injured or destroyed.
- K. "Recognized volunteer" means an uncompensated individual who volunteers labor or services to "you", but only when performing such labor or services at the request of and under the direction of "you".
- L. "Related wrongful employment act(s)" means "wrongful employment acts" which are the same, related or continuous, or "wrongful employment acts" which arise from a common nucleus of facts. "Claims" or "suits" can allege "related wrongful employment acts", regardless of whether such "claims" or "suits" involve the same or different claimants, "insureds" or legal causes of actions.
- M. "Retaliation" means a "wrongful employment act" of an "insured" alleged to be in response to, the actual or attempted exercise by an "employee" of any right that such "employee" has under the law. Provided, however, "retaliation" shall not include the "wrongful employment act" of an "insured" alleged to be in response to the threat of or the actual filing of any claim or suit under the Federal False Claims Act or any other federal, state, local or foreign "whistleblower law".
- N. "Subsidiary" means:
 1. Any for-profit organization which, on or before the inception of the "EPL coverage period", is more than fifty (50%) percent owned by the "named insured", either directly or indirectly through one or more of its "subsidiaries"; or

2. A for-profit organization which becomes a "subsidiary" during the "EPL coverage period", but only upon the condition that within ninety (90) days of its becoming a "subsidiary", the "named insured" shall have provided "us" with full particulars of the new "subsidiary" and agreed to any additional premium or amendment of the provisions of this EPL Coverage required by "us" relating to such new "subsidiary". Further, coverage as shall be afforded to the new "subsidiary" is conditioned upon the "named insured" paying when due any additional premium required by "us" relating to such new "subsidiary".

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

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

- O. "Suit" means a civil proceeding or an administrative proceeding seeking money damages, and includes an arbitration, mediation or any other alternative dispute resolution procedure seeking such damages, to which the "insured" must submit or may submit with "our" consent. "Suit" shall not include any civil proceeding or administrative proceeding arising from any labor or grievance dispute which is subject to a collective bargaining agreement.
- P. "Transaction" means any of the following that occur during the "EPL coverage period":
 1. The "named insured" shall consolidate with or merge into, or sell all or substantially all of its assets to any other person or entity or group of persons or entities acting in concert; or
 2. Any person or entity or group of persons or entities acting in concert shall acquire an amount of the outstanding securities representing more than fifty (50%) percent of the voting power for the election of directors or General Partners of the "named insured" (in the event the "named insured" is a Partnership), or acquires the voting rights of such an amount of such securities; or

3. A General Partner of the “named insured” (in the event the “named insured” is a partnership) withdraws, resigns or is terminated;
- Q.** “Whistleblower law” means a statute, rule or regulation, which protects an employee against discrimination from his or her employer, if the employee discloses or threatens to disclose to a superior or any governmental agency; or who gives testimony relating to, any action with respect to the employer’s operations, which may be a violation of public policy as reflected in legislation, administrative rules, regulations or decisions, judicial decisions, and professional codes of ethics.
- R.** “Wrongful employment act(s)” means any actual or alleged:
1. Wrongful dismissal, discharge or termination (either actual or constructive), including breach of an implied contract;
 2. Harassment or coercion (including sexual harassment, whether quid pro quo, hostile work environment or otherwise);
 3. Discrimination (including but not limited to discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy or disability);
 4. “Retaliation” (including lockouts);
 5. Employment-related misrepresentation(s) to “your” “employee” or applicant for employment with “you”;
 6. Employment-related libel, slander, humiliation, mental anguish, infliction of emotional distress, defamation, or invasion of privacy;
 7. Wrongful failure to employ or promote;
 8. Wrongful deprivation of career opportunity, wrongful demotion or negligent “employee” evaluation, including the giving of negative or defamatory statements in connection with an “employee” reference;
 9. Wrongful discipline;
 10. Failure to provide or enforce adequate or consistent corporate policies and procedures relating to any “wrongful employment act”;
 11. Negligent supervision or hiring by an “insured”, relating to any of the above;
 12. Violation of an individual’s civil rights relating to any of the above.

Supplemental Extended Reporting Period Endorsement

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE

SCHEDULE

Supplemental Extended Reporting Period Additional Premium: \$ _____

Supplemental Extended Reporting Period Effective Date: _____ at 12:01 A.M. Standard Time

Pursuant to “your” rights set forth in SECTION VI. CONDITIONS, Clause F., Paragraph 2.b. of the Employment Practices Liability Insurance Coverage, the following provision applies as of the Supplemental Extended Reporting Period Effective Date shown in the above Schedule:

1. The “named insured” shall have a period of one (1) year following the Supplemental Extended Reporting Period Effective Date (shown in the above Schedule) in which to give written notice to “us” of “claims” first made or “suits” first brought against the “insureds” during said one (1) year period for any “wrongful employment acts” occurring on or prior to the Supplemental Extended Reporting Period Effective Date and otherwise covered by this EPL Coverage.
2. Notwithstanding any other provision of this EPL Coverage, the Supplemental Extended Reporting Period shall not provide coverage for any “wrongful employment acts” occurring after the Supplemental Extended Reporting Period Effective Date.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Named Insured: < >
Agent Name: < >
Agent No. < >

Policy Number: < >
Effective Date: < mm-dd-yy >

EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE ENDORSEMENT - SUPPLEMENTAL DECLARATIONS

NOTICE

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

EPL Coverage Period:	From: To:	At 12:01 A.M. Standard Time at your mailing address shown on the Declarations page of this policy
EPL Aggregate Limit of Liability:	\$	Annual aggregate for all "loss" combined, including "defense costs".
EPL Deductible Amount:	\$	For "loss" arising from claims or suits alleging the same "wrongful employment act" or "related wrongful employment acts".
EPL Retroactive Date:		If no date is shown, "we" will consider the EPL Retroactive Date to be the date of organization of the "named insured". The EPL Retroactive Date will remain the same through all subsequent renewals. No change will be made to the EPL Retroactive Date unless at the sole request of the insured.
EPL Coverage Premium:	\$	EPL Premium for the EPL Coverage Period
TOTAL EPL COVERAGE PREMIUM:		\$

This insurance does not apply to "loss" arising out of a "wrongful employment act" that arises out of incidents or circumstances of which "you" had knowledge prior to the effective date of this EPL Coverage or the first EPL Coverage Form issued by "us" of which this EPL Coverage is an uninterrupted renewal.

SERFF Tracking #:

NGMC-128894556

State Tracking #:

Company Tracking #:

State: Massachusetts

Filing Company:

Main Street America Assurance Company

TOI/Sub-TOI: 05.0 CMP Liability and Non-Liability/05.0002 Businessowners

Product Name: Main Street America Assurance Company-Mainline Businessowners-EPLI Rule and Form Filing

Project Name/Number: Mainline Businessowners-EPLI Rule and Form Filing/

Rate/Rule Schedule

Item No.	Schedule Item Status	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing Number	Attachments
1		Finished Manual Rule Exception Page	MA-EX-1 (09 13)	Replacement	NGMC-128239552	

SERFF Tracking #:

NGMC-128894556

State Tracking #:

Company Tracking #:

State: Massachusetts
TOI/Sub-TOI: 05.0 CMP Liability and Non-Liability/05.0002 Businessowners
Product Name: Main Street America Assurance Company-Mainline Businessowners-EPLI Rule and Form Filing
Project Name/Number: Mainline Businessowners-EPLI Rule and Form Filing/

Filing Company: Main Street America Assurance Company

Supporting Document Schedules

Satisfied - Item:	State Submissions List
Comments:	Please see State Submissions List attached.
Attachment(s):	State Submission List.pdf
Item Status:	
Status Date:	

Satisfied - Item:	Policy Endorsement List
Comments:	Please see revised Policy Endorsement List attached.
Attachment(s):	Revised - Policy Endorsement List.pdf
Item Status:	
Status Date:	

Satisfied - Item:	Annotated Comparison
Comments:	Please see forms side by side exhibits attached.
Attachment(s):	BPM 3107CW 0613 - EPLI - side by side.pdf BPM 3108CW 0613 - EPLI-ERP side-by-side.pdf BPM D 3107CW 0613 - EPLI Dec - side-by-side.pdf
Item Status:	
Status Date:	

Satisfied - Item:	Form Utilization List
Comments:	Please see Form Utilization List attached.
Attachment(s):	Form Utilization List.pdf
Item Status:	
Status Date:	

Satisfied - Item:	Certification of Compliance
Comments:	Please see Certification of Compliance attached.
Attachment(s):	Certification of Compliance.pdf

SERFF Tracking #:

NGMC-128894556

State Tracking #:

Company Tracking #:

State: Massachusetts

Filing Company:

Main Street America Assurance Company

TOI/Sub-TOI: 05.0 CMP Liability and Non-Liability/05.0002 Businessowners

Product Name: Main Street America Assurance Company-Mainline Businessowners-EPLI Rule and Form Filing

Project Name/Number: Mainline Businessowners-EPLI Rule and Form Filing/

Item Status:	
Status Date:	

Satisfied - Item:	Checklist(s)
Comments:	Our signature page for the Main Line Businessowners program is applicable to Employment Practices Liability Coverage as well. This is form 60-N180 0911, and was approved by the MA DOI via filing SERFF tracking number NGMC127128417, effective 12/1/2011. As such, the checklist has been amended to reflect "other" in the brief explanation field.
Attachment(s):	MA Property & Casualty Checklist.pdf
Item Status:	
Status Date:	

Satisfied - Item:	Statement of Variability
Comments:	Please see Statement of Variability attached.
Attachment(s):	Statement of Variability.pdf
Item Status:	
Status Date:	

Bypassed - Item:	Letter of Authorization
Bypass Reason:	Not applicable.
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Forms Explanatory Memorandums
Comments:	Please see the revised Forms Explanatory attached.
Attachment(s):	Revised - Forms Explanatory Memorandum.pdf
Item Status:	
Status Date:	

MASSACHUSETTS DIVISION OF INSURANCE
STATE SUBMISSIONS LIST

INSTRUCTIONS: Please indicate the following regarding the materials submitted in this filing:

- In the Submitted column, an X for each state in which the materials have been filed;
- In the Approved column, an X for each state in which the materials have already been approved;
- In the Disapproved column, an X for each state that has disapproved the submitted materials.

Please include the reasons for any Disapprovals in the Comment section of the SERFF component. Please note that the Massachusetts Division of Insurance uses this information to help prioritize incoming filings, as well as to highlight areas that may require managerial level review.

Mainline Businessowners Program

Please enter the product name as filed.

State	Submitted	Approved	Disapproved
Alabama			
Alaska			
Arizona			
Arkansas			
California			
Colorado			
Connecticut			
Delaware			
Florida			
Georgia	X	X	
Hawaii			
Idaho			
Illinois			
Indiana			
Iowa			
Kansas			
Kentucky			
Louisiana			
Maine			
Maryland			
Massachusetts	X		
Michigan			
Minnesota			
Mississippi			
Missouri			
Montana			

State	Submitted	Approved	Disapproved
Nebraska			
Nevada			
New Hampshire			
New Jersey			
New Mexico			
New York	X		
North Carolina	X	X	
North Dakota			
Ohio			
Oklahoma			
Oregon			
Pennsylvania			
Rhode Island			
South Carolina			
South Dakota			
Tennessee			
Texas			
Utah			
Vermont			
Virginia	X		
Washington			
West Virginia			
Wisconsin			
Wyoming			
Washington, DC			
Other Territories			

THIS IS A CLAIMS-MADE AND REPORTED COVERAGE ENDORSEMENT.

EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE ENDORSEMENT

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

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

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

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

SECTION I. WHAT IS COVERED

A. Insuring Agreement

1. "We" shall pay those "losses" arising out of an "insured's" "wrongful employment act" against "your" "employees", "recognized volunteers" and applicants for employment to which this insurance applies.
2. For coverage to apply under this EPL Coverage, the "wrongful employment act" must commence or take place after the Retroactive Date, "original inception date", but before the end of the "EPL coverage period". If no Retroactive Date appears on the Supplemental Declarations then the Retroactive Date shall be the date of organization of the "named insured." A "claim" or "suit" for a "wrongful employment act" must be first made against "you" during the "EPL coverage period" or any Extended Reporting Periods (if applicable) and reported to "us" pursuant to the terms of this EPL Coverage ~~Endorsement~~.
- ~~3.2.~~ A "claim" or "suit" by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:
 - a. When written notice of such "claim" or "suit" is received and recorded by any "insured" or by "us", whichever comes first; or
 - b. When "we" make any settlement in accordance with the terms of this EPL Coverage ~~Endorsement~~.

B. Defense

1. "We" have the right and duty to defend and appoint an attorney to defend any "claim" or "suit" brought against any "insured" for a "wrongful employment act" to which this insurance applies, even if the "claim" or "suit" is groundless or fraudulent.
At the time a "claim" or "suit" is first reported to "us", "you" may request that "we" appoint a defense attorney of "your" choice. "We" will give full consideration to any such request.
2. "We" have the right to investigate and settle any "claim" or "suit" that "we" believe is proper. "You" shall be entitled to consent to such settlement, provided "your" consent is not unreasonably withheld and is provided as soon as practicable effectively associate in the defense of any "claim".
If "you" refuse to consent to any settlement that "we" recommend and that is acceptable to the claimant, then "our" liability under this EPL Coverage for such "claim" or "suit" shall not exceed the amount for which we could have settled had "your" consent not been withheld at the time of "our" recommendation. "You" shall thereafter negotiate and defend that "claim" or "suit" at "your" own cost and without "our" involvement.
3. "We" shall pay all reasonable costs "we" ask the "insured" to incur while helping "us" investigate or defend a "claim" or "suit". "We", however, will not pay more than ~~\$250~~\$400 per day for earn-

ings lost by the “insured” because of time taken
off from work.

4. "We" shall pay premiums for appeal bonds, or bonds to release property being used to secure a legal obligation, for a covered "suit". "We" shall only pay, however, for bonds valued up to "our" ~~EPL Aggregate EPL~~ Limit of Liability. "We" shall have no obligation to appeal or to obtain these bonds.
5. Payments for "defense costs" are included within the ~~EPL Aggregate EPL~~ Limit of Liability. They are not in addition to the ~~EPL Aggregate EPL~~ Limit of Liability. "Our" duty to defend or to make payment of any "claim" or "suit" pursuant to ~~Paragraphs paragraphs 1. through 4-4. of this Clause B., above,~~ ends after the ~~EPL Aggregate EPL~~ Limit of Liability has been exhausted by payment of "loss", including "defense costs".
6. "We" shall pay all interest on that amount of any judgment within the ~~EPL Aggregate EPL~~ Limit of Liability:
 - a. ~~Which which~~ accrues after entry of judgment; and
 - b. ~~Before before~~ "we" pay, offer to pay, or deposit in court that part of the judgment within the ~~EPL Aggregate EPL~~ Limit of Liability.

These interest payments ~~shall be in addition to and not part of the EPL~~ are included within "our" ~~EPL~~ Aggregate ~~EPL~~ Limit of Liability.

C. Transfer of Control

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

SECTION II. EXCLUSIONS—WHAT IS NOT COVERED

This insurance does not apply to:

~~A.A. Profit or Advantage~~

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

~~B. Criminal Acts~~

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

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

~~B.C. "Property Damage"~~

Any liability arising out of "property damage";

~~C.D. "Bodily Injury"~~

Any liability arising out of "bodily injury";

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

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

~~E.F. Contractual Liability~~

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

~~F.G. ERISA, FLSA, NLRA, WARN, COBRA, and WARN, OSHA and NLRA~~

~~Any liability arising out of the "insured's" failure to fulfill any responsibility, duty or obligation imposed by the Employment Retirement Income Security Act of~~

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

~~H. FLSA~~

Any liability for violation(s) of any of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974, the Fair Labor Standards Act (except the Equal Pay Act), the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act, the Occupational Safety and Health Act, any rules or regulations of the foregoing promulgated thereunder, and amendments thereto or any similar federal, state, local or foreign statutory law or common [law.law](#);

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

1. The

~~a. the~~ refusal, failure or inability of any "insured(s)" to pay wages or overtime pay (or amounts representing such wages or overtime pay) for services rendered or time spent in connection with work related activities (as opposed to tort-based back pay or front pay damages for torts other than conversion);

~~b. 2. Improper~~ improper deductions from pay taken by any "insured(s)" from any "employee(s)" or purported employee(s); or

3. Failure

~~c. failure~~ to provide or enforce legally required meal or rest break periods;

Notwithstanding the foregoing, this Exclusion F, ~~exclusion (h)~~ shall not apply to the extent that a "claim" or "suit" is for "retaliation"; ~~retaliation~~.

G.I. Prior Knowledge

Any liability arising out of incidents, circumstances or "wrongful employment acts", which an "insured" ~~_, prior to the "original inception date" as shown in the Supplemental Declarations of this EPL Coverage Endorsement, had knowledge or which an "insured" could have reasonably foreseen might result in a "claim" or "suit";~~

1. Had knowledge of; or

2. Could have reasonably foreseen might result in a "claim" or "suit"

and which were known to the "insured" prior to the effective date of this EPL Coverage or the first EPL Coverage issued by "us" of which this EPL Coverage is an uninterrupted renewal;

H.J. Prior Notice

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

I. Prior Litigation

K. Securities Holder

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

L. Outside Boards

Any liability arising out of any prior

1. Litigation; or

2. Administrative or regulatory proceeding ~~actual~~ or investigation

~~of which alleged act or omission of an "insured" had notice, or alleging the same~~ of which alleged act or omission of an "insured" had notice, or alleging the same ~~serving in any capacity, other than as a director, officer or "related wrongful employment acts" alleged or contained in such pending or prior litigation or administrative or regulatory proceeding or investigation which the "insured" had knowledge of prior to "employee" of the effective date of this EPL Coverage or the first EPL Coverage issued by "us" of which this EPL Coverage is an uninterrupted renewal.~~ insured" entity.

SECTION III. WHO IS AN INSURED

A. Individual

If “you” are shown in the Supplemental Declarations of this EPL Coverage [Endorsement](#) as an individual, “you” and “your” spouse or “[Domestic Partner](#)” are “insureds”, only for the conduct of a business of which “you” are the sole owner.

B. Corporation

If “you” are shown in the Supplemental Declarations of this EPL Coverage [Endorsement](#) as a corporation or organization other than a partnership, joint venture, or limited liability company, “you” and “your” “subsidiaries” are “insureds”.

C. Partnership or Joint Venture

If “you” are shown in the Supplemental Declarations of this EPL Coverage [Endorsement](#) as a partnership or joint venture, “you” are an “insured”. “Your” members, partners or co-venturers and their spouses or “[Domestic Partners](#)” are also “insureds”, but only for the conduct of “your” business.

D. Limited Liability Company

If “you” are shown in the Supplemental Declarations of this EPL Coverage [Endorsement](#) as a limited liability company, “you” are an “insured.” “Your” members are also “insureds”, but only with respect to the conduct of “your” business. “Your” managers are “insureds”, but only with respect to their duties as “your” managers.

E. Trusts

If “you” are shown in the Supplemental Declarations of this EPL Coverage [Endorsement](#) as a trust, “you” are an “insured”. “Your” trustees are also “insureds”, but only with respect to their duties as trustees.

F. “Employees”

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

G. Extensions

1. Subject otherwise to the terms hereof, this EPL Coverage [Endorsement](#) shall cover “loss” arising from any “claims” or “suits” made against the estates, heirs, or legal representative of deceased individual “insureds”, and the legal representatives of individual “insureds”, in the event of incompetency, who were individual “insureds” at the time the “wrongful employment acts”, upon which such “claims” or “suits” are based, were committed.

2. Subject otherwise to the terms hereof, this EPL Coverage ~~Endorsement~~ shall cover "loss" arising from all "claims" and "suits" made against the lawful spouse (whether such status is derived by reason of statutory law, common law or otherwise of any applicable jurisdiction in the world) or "Domestic Partner" of an individual "insured", including a "claim" or "suit" that seeks damages recoverable from marital community property, property jointly held by the individual "insured" and the spouse or "Domestic Partner", or property transferred from the individual "insured" to the spouse or "Domestic Partner"; provided, however, that this extension shall not afford coverage for a "claim" or "suit" arising out of any "wrongful employment act" of the spouse or "Domestic Partner", but shall apply only to "claims" or "suits" arising out of any "wrongful employment acts" of an individual "insured", subject to this EPL Coverage's ~~Endorsement's~~ terms, conditions and exclusions.

will be treated as arising out of a single "wrongful employment act".

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

- A. The EPL Aggregate EPL Limit of Liability shown in the Supplemental Declarations of this EPL Coverage ~~Endorsement~~ and the information contained in this section limits the most "we" shall pay for all "loss" (other than post-judgment interest described in Section I., Clause B., Paragraph 6.) arising out of "claims" and "suits" first made against "insureds" during the "EPL coverage period" or Extended Reporting Periods (if applicable), regardless of:
1. ~~The~~ number of persons or organizations covered by this EPL Coverage; ~~Endorsement~~; or
 2. ~~The~~ number of "claims" made or "suits" brought; or
 3. ~~The~~ length of the "EPL coverage period".
- B. The EPL Aggregate EPL Limit of Liability is the most "we" shall pay for all "losses" (other than post-judgment interest described in Section I., Clause B., Paragraph 6.), covered under this ~~EPL Coverage Endorsement~~, including amounts incurred for "defense costs".
- C. The EPL Aggregate EPL Limit of Liability for the Extended Reporting Periods (if applicable) shall be part of, and not in addition to the EPL Aggregate ~~EPL~~ Limit of Liability for the "EPL coverage period".
- D. All "claims" and "suits" arising from the same or "related wrongful employment acts" shall be treated as arising out of a single "wrongful employment act".
- E. All "claims" or "suits" arising out of one "wrongful employment act" shall be deemed to be made on the date that the first such "claim" is made or "suit" is brought. All "claims" asserted in a "class action suit"

- F. Any “claim” or “suit” which is made subsequent to the “EPL coverage period” or Extended Reporting Periods (if applicable) which, pursuant to Section ~~VI. VI~~, Clause ~~D., Paragraphs 3.D(3)~~ and ~~4.(4)~~ is considered made during the “EPL coverage period” or Extended Reporting Periods (if applicable) shall also be subject to the one ~~EPL Aggregate EPL~~ Limit of Liability stated in the Supplemental Declarations of this EPL Coverage. ~~Endorsement.~~

SECTION V. DEDUCTIBLE

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

At our option, “we” may pay any part or all of the EPL 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 that has been paid by “us”.

SECTION VI. CONDITIONS

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

A. Assignment

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

B. Bankruptcy or Insolvency

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

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

C. Coverage Territory

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

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

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

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

4. If "you" submit written notice of a "claim" or "suit", pursuant to this Clause ~~D., D.~~, then any "claim" or "suit" that may subsequently be made against an "insured" and reported to "us" alleging the same or a "related wrongful employment act" to the "claim" or "suit" for which such notice has been given shall be deemed, for the purpose of this insurance, to have been first made during the "EPL coverage period" or Extended Reporting Period (if applicable) in effect at the time such written notice was first submitted to "us".
5. "You" and any other "insured" must:
 - a. Immediately send "us" copies of any demands, notices, summonses or legal papers received in connection with any "claim" or "suit";
 - b. Authorize "us" to obtain records and other information;
 - c. Cooperate with "us" in the investigation, settlement or defense of the "claim" or "suit";
 - d. Assist "us", upon "our" request, in the enforcement of any right against any person or organization which may be liable to the "insured" because of injury or damage to which this insurance may also apply;
 - e. ~~Not take any~~ Take no action, ~~nor~~ fail to take any required action, that prejudices the rights of the "insureds" or "us" with respect to such "claim" or "suit".
6. No "insureds" will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without "our" prior written consent.

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

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

F. Extended Reporting Periods

1. ~~"You" shall have the right~~ Solely with respect to the Extended Reporting Periods described in Paragraph 2. of this Clause F., in the event that:
 - a. ~~"You" this EPL Coverage Endorsement and except as indicated below, if "you" shall cancel or "we" shall cancel~~ this EPL Coverage;
 - b. ~~"You" for any reason other than for non-payment of premium, or "you" or "we" shall refuse to renew this EPL Coverage;~~ or

c. "We" renew this EPL Coverage on an other than a claims-made basis or with a Retroactive Date later than the Retroactive Date shown on the Supplemental Declarations of this EPL Coverage;

2. If an event as specified in Paragraph 1. of this Clause F. has occurred, ~~Endorsement~~, "you" shall have the right to the following:

a. An Automatic Extended Reporting Period of thirty (30) days after the effective date of cancellation or nonrenewal at no additional premium in which to give to "us" written notice of "claims" first made or "suits" first brought against the "insureds" during said Automatic Extended Reporting Period for any "wrongful employment acts" occurring before the end of the "EPL coverage period" and are otherwise covered by this EPL Coverage; and

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

To obtain ~~the Supplemental~~ Extended Reporting Period, ~~Endorsement~~, "you" must request it in writing and pay the additional premium due, within thirty (30) days of the effective date of cancellation or nonrenewal. ~~The additional premium for the Supplemental Extended Reporting Period shall be fully earned at the~~

~~inception of the Supplemental Extended Reporting Period. 2. The Extended Reporting Period Endorsement cannot be canceled by either party, except for nonpayment of premium. The additional premium for the Extended Reporting Period shall be fully earned at the inception of the Extended Reporting Period and this EPL Coverage Endorsement cannot be cancelled after such additional premium is paid. If "we" do not receive the written request as required, "you" may not exercise this right at a later date.~~

3. This insurance, provided during the ~~Supplemental~~ Extended Reporting Period, is

excess over any other valid and collectible insurance that begins or continues in effect after the ~~Supplemental~~ Extended Reporting Period ~~Endorsement~~ becomes effective, whether the other insurance applies on a primary, excess, contingent, or any other basis.

~~4. This Clause F and the rights contained herein shall not apply to any cancellation resulting from non-payment of premium.~~

~~5. In the event of a "Transaction", as defined in Clause G below, the "named insured" shall have the right, within thirty (30) days before the end of the "EPL coverage period", to request an offer from "us" of an Extended Reporting Period (with respect to "wrongful employment acts" which take place after the "original inception date" and prior to the effective time of the "Transaction"). We shall offer such Extended Reporting Period pursuant to such terms, conditions, and premium as we may reasonably decide. In the event of a "Transaction", the right to an Extended Reporting Period shall not otherwise exist except as indicated in this paragraph.~~

G. Change in Control of "Named Insured"

~~In the event of a "Transaction" if during the "EPL coverage period":~~

~~1. the "named insured" shall consolidate with or merge into, or sell all or substantially all of its assets to any other person or entity or group of persons or entities acting in concert; or~~

~~2. any person or entity or group of persons or entities acting in concert shall acquire an amount of the outstanding securities representing more than fifty (50%) percent of the voting power for the election of directors or General Partners of the "named insured" (in the event the "named insured" is a Partnership), or acquires the voting rights of such an amount of such securities; or~~

~~3. a General Partner of the "named insured" (in the event the "named insured" is a partnership) withdraws, resigns or is terminated;~~

~~(any of the above events herein referred to as the "Transaction");~~

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

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

H. Legal Action Against "Us"

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

I. Other Insurance

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

J. EPL Coverage Endorsement Changes

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

K. Representations

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

L. Special Rights and Duties of the First "Named Insured"

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

1. Giving of notice of a "claim" or "suit";
2. Giving and receiving notice of cancellation or nonrenewal;
3. Payment of premiums and receipt of return premiums;

4. Acceptance of any endorsements issued to form a part of this EPL Coverage; ~~Endorsement~~; or
5. Purchasing or deciding not to purchase the Supplemental Extended Reporting Period. ~~Endorsement~~.

M. Separation of Insureds

Except with respect to the EPL Aggregate Limit of Liability and any rights or duties specifically assigned to the first "named insured" in Clause L. of this Section VI, this insurance applies:

1. As if each "named insured" were the only "named insured"; and
2. Separately to each insured against whom a "claim" or "suit" is made.

N. Tie-In of Limits

As respects any "claim" or "suit" in which at least one person/entity claimed against is an "insured" under this EPL Coverage and at least one person/entity claimed against is an insured under any other EPL Coverage issued to "you" by "us" (the "Other Policy"), the combined EPL Aggregate Limit of Liability under both this EPL Coverage and the Other Policy for all "losses" arising from such "claims" or "suits" combined shall not exceed the highest applicable limit of insurance under either this EPL Coverage or the Other Policy. This limitation shall apply even if both this EPL Coverage and the Other Policy have been triggered due to a "claim" or "suit" made against the same person/entity but alleging "wrongful employment acts" both in his, her or its capacity as an insured under the "Other policy" and as an "insured" under this EPL Coverage.

O. Headings

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

SECTION VII. DEFINITIONS

- A. "Bodily injury" means physical injury, sickness, or disease, including death resulting therefrom.
- B. "Claim" means a written demand for monetary and non-monetary relief (including any request to toll or waive any statute of limitations). The term "claim" shall also mean an Equal Employment Opportunity Commission (EEOC), Department of Labor (DOL) or Office of Federal Contract Compliance Program (OFCCP) (or similar federal, state or local agency) proceeding or investigation commenced by the filing of a notice of charges, service of a complaint or similar document of which notice has been given to "you". However, in no event, shall the term "claim" include any labor or grievance proceeding, which is subject to a collective bargaining agreement.

C. "Class action suit"~~Action Suit~~ means any suit seeking certification or certified as a class action by a federal or state court.

D. "Defense costs"~~Costs~~ means reasonable and necessary fees, costs and expenses consented to by "us" resulting solely from the investigation, adjustment, defense and appeal of a "claim" or "suit" against "you". In no event shall "Defense Costs" include "your" or "our" routine on-going expenses, including, without limitation, the salaries of "your" or "our" "employees", officers or staff attorneys.

E. "Domestic partner" means any natural person legally recognized as a domestic or civil union partner under:

1. The provisions of any applicable federal, state or local law; or
2. The provisions of any formal program established by "you".

~~F.E.~~ "Employee" means an individual whose labor or service is engaged by and directed by "you" for remuneration, whether such individual is in a supervisory, co-worker or subordinate position or otherwise, including any part-time, seasonal, and temporary "employees". ~~An individual who is leased to "you" shall also be an "employee", but only if "you" provide indemnification to such leased individual in the same manner as is provided to "your" "employees". Any other individual who is contracted to perform work for "you", or who is an independent contractor for "you", shall also be an "employee", but only if "you" provide indemnification to such individual in the same manner as that provided to your employees, pursuant to a written contract.~~

An individual who is an independent contractor or leased to "you" shall also be an "employee". Independent contractors who do not provide ongoing and routine services solely for "you" shall not be considered "employees", including but not limited to independent trade contractors (e.g. plumber, electrician).

G. "EPL coverage period" means the period commencing on the effective date shown in the Supplemental Declarations of this EPL Coverage. This period ends on the earlier of the expiration date or the effective date of cancellation of this EPL Coverage. If "you" became an "insured" under this EPL Coverage after the effective date, the "EPL coverage period" begins on the date "you" became an "insured".

~~H.F.~~ "Loss(es)" means monetary amounts to which this insurance applies and which "you" are legally obligated to pay~~damages~~ (including front pay and back pay), judgments, settlements, pre- and post-judgment interest on that part of any judgment paid by "us", statutory attorney fees, and "defense costs"; however, "loss" shall not include:

1. Civil ~~(-)~~ ~~civil~~ or criminal fines or penalties imposed by law;
2. Taxes;

3. Employment ~~(2) punitive or exemplary damages;~~
~~(3) the multiplied portion of multiplied damages;~~
~~(4) taxes; (5) any amount for which the “insureds” are not financially liable or which are without legal recourse to the “insureds”;~~ ~~(6) employment~~ related benefits, stock options, perquisites, deferred compensation or any other type of compensation other than salary, wages or bonus compensation;

~~1.4. Any (7) any~~ liability or costs incurred by any “insured” to modify any building or property in order to make said building or property more accessible or accommodating to any disabled person, or any liability or costs incurred in connection with any educational, sensitivity or other corporate program, policy or seminar; or ~~(8) matters which may be deemed uninsurable under the law pursuant to which this EPL Coverage Endorsement shall be construed.~~

5. Matters which may be deemed uninsurable under the law pursuant to which this EPL Coverage shall be construed.

Where permitted by law, “loss” shall include punitive or exemplary damages imposed upon any “insured” (subject to the policy’s other terms, conditions and exclusions).

I.

~~G. “Named insured”~~ means the person or organization designated in the Supplemental Declarations page of this EPL Coverage ~~Endorsement.~~

~~H. “Original inception date” refers to the date specified in the Supplemental Declarations of this EPL Coverage Endorsement.~~

~~I. “EPL coverage period” means the period commencing on the effective date shown in the Supplemental Declarations of this EPL Coverage Endorsement. This period ends on the earlier of the expiration date or the effective date of cancellation of this EPL Coverage Endorsement. If “you” became an “insured” under this EPL Coverage Endorsement after the effective date, the “EPL coverage period” begins on the date “you” became an “insured”.~~

J. “Property ~~damage~~” means physical injury to, or destruction of, tangible property including the loss of use ~~of~~ thereof, or loss of use of tangible property, which has not been physically injured or destroyed.

K. “Recognized volunteer” means an uncompensated individual who volunteers labor or services to “you”, but only when performing such labor or services at the request of and under the direction of “you”.

~~L. “Related wrongful employment act(s)”~~ means “wrongful employment acts” which are the same, related or continuous, or “wrongful employment acts” which arise from a common nucleus of facts. “Claims” or “suits” can allege “related wrongful employment acts”, regardless of whether such “claims” or “suits” involve the same or different claimants, “insureds” or legal causes of actions.

M. “Retaliation” means a “wrongful employment act” of an “insured” alleged to be in response to, the actual or attempted exercise by an “employee” of any right that such “employee” has under the law. Provided, however, “retaliation” shall not include the “wrongful employment act” of an “insured” alleged to be in re-

sponse to the threat of or the actual filing of any claim or suit under the Federal False Claims Act or any other federal, state, local or foreign “whistleblower law”.

N. “Subsidiary” means:

1. Any for-profit organization which, on or before the inception of the “EPL coverage period”, is more than fifty (50%) percent owned by the “named insured”, either directly or indirectly through one or more of its “subsidiaries”; or

2. A for-profit organization which becomes a “subsidiary” during the “EPL coverage period”, but only upon the condition that within ninety (90) days of its becoming a “subsidiary”, the “named insured” shall have provided “us” with full particulars of the new “subsidiary” and agreed to any additional premium or amendment of the provisions of this EPL Coverage ~~Endorsement~~ required by “us” relating to such new “subsidiary”. Further, coverage as shall be afforded to the new “subsidiary” is conditioned upon the “named insured” paying when due any additional premium required by “us” relating to such new “subsidiary”.

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

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

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

P. “Transaction” means any of the following that occur during the “EPL coverage period”:

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

3. A General Partner of the “named insured” (in the event the “named insured” is a partnership) withdraws, resigns or is terminated;

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

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

1. Wrongful~~wrongful~~ dismissal, discharge or termination (either actual or constructive), including breach of an implied contract;
2. Harassment or coercion~~harassment~~ (including sexual harassment, whether quid pro quo, hostile work environment or otherwise);
3. Discrimination~~discrimination~~ (including but not limited to discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy or disability);

4. “Retaliation”~~“retaliation”~~ (including lockouts);
5. Employment-related~~employment-related~~ misrepresentation(s) to “your” “employee” or applicant for employment with “you”;
6. Employment-related~~employment-related~~ libel, slander, humiliation, mental anguish, infliction of emotional distress, defamation, or invasion of privacy;
7. Wrongful~~wrongful~~ failure to employ or promote;
8. Wrongful~~wrongful~~ deprivation of career opportunity, wrongful demotion or negligent “employee” evaluation, including the giving of negative or defamatory statements in connection with an “employee” reference;
9. Wrongful~~wrongful~~ discipline;
10. Failure~~failure to grant tenure~~;
- ~~11.~~ failure to provide or enforce adequate or consistent corporate policies and procedures relating to any “wrongful employment act”;
- ~~12.~~ 11. Negligent~~negligent~~ supervision or hiring by an “insured”, relating to any of the above;
- ~~13.~~ violation~~12.~~ Violation of an individual’s civil rights relating to any of the above.

Supplemental Extended Reporting Period Endorsement

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE

SCHEDULE

PLEASE READ THIS ENDORSEMENT CAREFULLY, AS IT MODIFIES THE POLICY.

EXTENDED REPORTING PERIOD ELECTED

(Employment Practices Liability Insurance Coverage Only)

Supplemental Extended Reporting Period ~~“Additional Premium: \$ _____ Premium”~~: \$ _____

Supplemental Extended Reporting Period Effective Date: _____ ~~at (hereinafter “Effective Time”)~~: as of
12:01 A.M. ~~Standard Time~~ ~~on~~

~~Pursuant to “your” rights set forth in SECTION VI. CONDITIONS, Clause F., Paragraph 2.b. In consideration of the Additional Premium stated above, it is hereby understood and agreed that solely with respect to the coverage afforded pursuant the Employment Practices Liability Insurance Coverage, the following provision applies as of the Supplemental (hereinafter “EPL Coverage”) and pursuant to the terms and conditions of SECTION VI. CONDITIONS paragraph F. Extended Reporting Period, thereof, the EPL Coverage, as of the Effective Date/Time shown in the above Schedule; shall be amended as follows:~~

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

~~F. Extended Reporting Period~~

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

~~Notwithstanding any other provision of this EPL Coverage, (2) The Section of the Supplemental policy entitled CANCELLATION/NONRENEWAL, is deleted in its entirety and replaced by the following:~~

~~CANCELLATION/NONRENEWAL~~

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

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

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

~~(3) SECTION VI. CONDITIONS paragraph G. Change in Control of "Named Insured", of the EPL Coverage, is deleted in its entirety.~~

2. ~~(4) It is further understood and agreed that notwithstanding any other provision of the EPL Coverage, this EPL Coverage shall not provide coverage for any "wrongful employment acts"act" occurring after the Supplemental Extended Reporting Period Effective Date. Time.~~

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

< Company >POLICY NUMBER:-

BUSINESSOWNERS
BPM D 3107CW 0613-1207

Named Insured: < >

Policy Number: < >

Agent Name: < >

Effective Date: < mm-dd-yy >

Agent No. < >

EMPLOYMENT PRACTICES LIABILITY INSURANCE
COVERAGE ENDORSEMENT - SUPPLEMENTAL
DECLARATIONS

NOTICE

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

EPL Coverage Period:	From: To:	At 12:01 A.M. Standard Time at your mailing address shown on the Declarations page of this policy
EPL Aggregate Limit of Liability:	\$	Annual aggregate Aggregate for all "loss" combined, including "defense costs".
EPL Deductible Amount:	\$	For "loss" arising from claims or suits alleging the same "wrongful employment act" or "related wrongful employment acts".
EPL RetroactiveOriginal Inception Date:		(Enter "original inception date".) If no date is shown, "we" will consider the EPL Retroactive Date original inception date" to be the date of organization of same as the "named insured". The EPL Retroactive Date will remain the same through all subsequent renewals. No change will be made to the EPL Retroactive Date unless at the sole request of the insured beginning of this coverage endorsement.
EPL Coverage Premium: This insurance does not apply to "loss" arising out of a "wrongful employment act" that: (1) commences on or takes place prior to the "original inception date" shown here, or (2) arises out of incidents or circumstance of which "you" had knowledge prior to the "original inception date" shown.	\$	EPL Premium for the EPL Coverage Period
<u>TOTAL EPL COVERAGE PREMIUM:</u>		\$

~~This insurance does not apply to "loss" arising out of a "wrongful employment act" that arises out of incidents or circumstances of which "you" had knowledge prior to the effective date of this EPL Coverage or the first EPL Coverage Form issued by "us" of which this EPL Coverage is an uninterrupted renewal.~~

**MASSACHUSETTS DIVISION OF INSURANCE
CERTIFICATION OF COMPLIANCE**

Main Street America Assurance Company

(Please enter the corporate name of the First Filing Company, hereinafter referred to as "the Filing Entity.")

MSAA ML BOP Rule/Form 9-1-2013

(Please enter the Company Tracking Number or SERFF Tracking Number, hereinafter referred to as "the Filing.")

I, Daniel J. Gaynor, Vice President - Commercial Lines,
Name Title

as a representative of the Filing Entity and duly authorized to give this certification on its behalf, hereby certify under the pains and penalties of perjury that this Filing is in compliance with all relevant laws and regulations of the Commonwealth of Massachusetts.

Daniel J. Gaynor

February 11, 2013

Signature

Date

MASSACHUSETTS DIVISION OF INSURANCE
BASE CHECKLIST FOR PROPERTY AND CASUALTY INSURANCE
 PAGE 1 OF 5

Policy/Coverage Form #: Businessowners -EPLI (Please enter only one number per checklist; if none, leave blank.)

CHECKLIST INSTRUCTIONS

- 1) A completed copy of this checklist is required for each Policy/Coverage Form being submitted.
- 2) For purposes of these instructions, a Policy/Coverage Form is:
 - a) a base coverage form of a property and/or casualty insurance policy; or
 - b) an endorsement providing property or casualty insurance of a type other than that provided in the base coverage form to which it will be attached.
- 3) If the filing contains no Policy/Coverage Forms, please submit a checklist with the General Form Requirements, Policy Prohibitions and/or General Rate Requirements sections, as well as any other applicable sections, completed.
- 4) All page and paragraph references should refer back to the place in the form, memorandum or other document where compliance is demonstrated.
- 5) A brief explanation should be provided for all items considered not applicable to the filed materials; "N/A" is not a sufficient explanation.

PLEASE NOTE THE FOLLOWING

- 1) *Credit property insurance* and *credit involuntary unemployment insurance* products also require a completed Supplemental Checklist.
- 2) *Legal service plans* subject to 211 CMR 90.00 require submission of the Base Checklist for Legal Service Plans, and not this checklist.
- 3) *Motor vehicle insurance* products and *workers' compensation insurance* products require submission of different checklists, and not this checklist.
- 4) All laws relative to the filing of policy/coverage forms apply to their endorsements and attached applications under M.G.L. 175, §192.

GENERAL FORM REQUIREMENTS

If not filing forms, check here and skip section:

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
GR1	10-point font, readability score of 50, and other minimum objective standards of <u>M.G.L. 175, §2B</u> .	Check: <input checked="" type="checkbox"/>	Please select an option if this item does not apply.
GR2	Effective date 30 days from submission. <u>M.G.L. 175, §22A</u>	Check: <input checked="" type="checkbox"/>	
GR3	Form headed by corporate name of company. <u>FGN 2006-A</u>	Check: <input checked="" type="checkbox"/>	
GR4	Signatures. <u>M.G.L. 175, §33</u>	Page _____, Para. _____	Other (see Comments section of Checklist component)
GR5	Applications constituting part of the contract designed to be attached to the policy. <u>M.G.L. 175, §192</u>	Check: <input type="checkbox"/>	No applications in filing

COMBINATION POLICIES – M.G.L. 175, §§102A AND 111A

If not filing a combination policy, check here and skip section:

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
CP1	Percentage of loss or claim.	Page _____, Para. _____	
CP2	Required notices, sworn statements, or proofs of loss.	Page _____, Para. _____	
CP3	Service of process in actions or suits.	Page _____, Para. _____	
CP4	Return premium upon cancellation.	Page _____, Para. _____	
CP5	Elimination/Reduction of coverage (liability only).	Page _____, Para. _____	

MUTUAL COMPANY POLICY PROVISIONS

If not a mutual company, check here and skip section:

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
MC1	Contingent mutual liability. <u>M.G.L. 175, §§102A(4) and 111A(4)</u>	Page _____, Para. _____	
MC2	Meetings of the company. <u>M.G.L. 175, §§76 and 102B</u>	Page _____, Para. _____	Form #: _____

MASSACHUSETTS DIVISION OF INSURANCE
BASE CHECKLIST FOR PROPERTY AND CASUALTY INSURANCE
 PAGE 2 OF 5

MC3	Separate classifications of business. <i>M.G.L. 175, §§80 and 102B</i>	Page _____, Para. _____	
MC4	Total amount of liability. <i>M.G.L. 175, §81</i>	Page _____, Para. _____	
MC5	Application questions. <i>M.G.L. 175, §§98 and 111B</i>	Page _____, Para. _____	
MC6	Assessment liability. <i>M.G.L. 175, §§83, 93 and 111B</i>	Page _____, Para. _____	

FIRE POLICY STANDARD FORM – M.G.L. 175, §99(12)

If not filing property insurance, check here and skip section:

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
FP1	Insurance agreement.	Page _____, Para. _____	
FP2	Assignment of the policy.	Page _____, Para. _____	
FP3	Policy subject to its provisions and stipulations.	Page _____, Para. _____	
FP4	Witness provision.	Page _____, Para. _____	
FP5	Voiding of the policy.	Page _____, Para. _____	
FP6	Items not covered.	Page _____, Para. _____	
FP7	Fire exclusions.	Page _____, Para. _____	
FP8	Other insurance.	Page _____, Para. _____	
FP9	Other exclusions.	Page _____, Para. _____	
FP10	Other perils insured against.	Page _____, Para. _____	
FP11	Extent of insurance.	Page _____, Para. _____	
FP12	Permission and waiver.	Page _____, Para. _____	
FP13	Appraisal and examinations.	Page _____, Para. _____	
FP14	Cancellation by insured.	Page _____, Para. _____	
FP15	Cancellation by company.	Page _____, Para. _____	
FP16	Excess premium at cancellation.	Page _____, Para. _____	
FP17	Cancellation after 60 days.	Page _____, Para. _____	
FP18	Cancellation for nonpayment of premium.	Page _____, Para. _____	
FP19	Policy payable to mortgagees.	Page _____, Para. _____	
FP20	Proportion of loss.	Page _____, Para. _____	
FP21	Notice and proof of loss.	Page _____, Para. _____	
FP22	Payment of claim.	Page _____, Para. _____	
FP23	Dispute resolution for claims.	Page _____, Para. _____	
FP24	Suits for recovery of claims.	Page _____, Para. _____	
FP25	Assignment of right of recovery.	Page _____, Para. _____	

NB: M.G.L. 175, §99 does not apply to insurance against the hazards described in the Second and Third clauses of M.G.L. 175, §47.

ADDITIONAL PROPERTY PROVISIONS

If not filing property insurance, check here and skip section:

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
AP1	“In case of fire” notice. <i>M.G.L. 175, §99(7)</i>	Page _____, Para. _____	
AP2	Certificate of municipal liens. <i>M.G.L. 175, §99(14)</i>	Page _____, Para. _____	
AP3	Notice to building commissioner. <i>M.G.L. 175, §99(15)</i>	Page _____, Para. _____	
AP4	Cost of relocation benefit. <i>M.G.L. 175, §99(15A)</i>	Page _____, Para. _____	

MASSACHUSETTS DIVISION OF INSURANCE
BASE CHECKLIST FOR PROPERTY AND CASUALTY INSURANCE
 PAGE 3 OF 5

AP5	Elimination/Reduction in coverage. <i>M.G.L. 175, §99(16)</i>	Page _____, Para. _____	
AP6	Damage by nuclear reaction or nuclear contamination. <i>M.G.L. 175, §99A</i>	Page _____, Para. _____	
AP7	Loss settlement clause. <i>M.G.L. 175, §99B</i>	Page _____, Para. _____	
AP8	Notice of non-renewal. <i>M.G.L. 175, §193P</i>	Page _____, Para. _____	
AP9	Mold exclusion requirements. <i>Bulletin 2006-02</i>	Page _____, Para. ___ff.	
AP10	Heating oil release coverage requirements for “residential property” as defined in <i>M.G.L. 175, §4D, Bulletin 2010-03</i>	Page _____, Para. ___ff.	
AP11	Minimum “guaranteed” replacement cost coverage cap of 125% of the amount of insurance (homeowners insurance).	Page _____, Para. _____	

CLAIMS-MADE GENERAL LIABILITY PROVISIONS – FGN 2011-A *If not filing a general liability policy, check here and skip section:*

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
GL1	Retroactive Date Endorsement. <i>1.a</i>	Check: <input checked="" type="checkbox"/>	Form #: _____ BPM 3107CW 0613
GL2	Termination of coverage. <i>1.b</i>	Page _____, Para. _____	
GL3	Automatic extended reporting period. <i>1.c</i>	Page _____, Para. _____	
GL4	Additional extended reporting period coverage available for purchase. <i>1.d.i</i>	Page _____, Para. _____	
GL5	Minimum 3-year additional extended reporting period. <i>1.d.ii</i>	Page _____, Para. _____	
GL6	Aggregate liability limit for additional extended reporting period coverage. <i>1.d.iii</i>	Page _____, Para. _____	
GL7	Deadline for written acceptance of additional extended reporting period coverage. <i>1.d.iv</i>	Page _____, Para. _____	
GL8	Claims-made face page disclosure. <i>2</i>	Check: <input checked="" type="checkbox"/>	

LEAD LIABILITY PROVISIONS – M.G.L. 175, §111H *If not covering residential premises, check here and skip section:*

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
LL1	Premises with letter in effect. <i>211 CMR 131.04</i>	Page _____, Para. _____	
LL2	Premises with letter obtained and maintained. <i>211 CMR 131.05</i>	Page _____, Para. _____	
LL3	New owners. <i>211 CMR 131.06</i>	Page _____, Para. _____	
LL4	Additional requirements. <i>211 CMR 131.07</i>	Page _____, Para. _____	
LL5	Premises not in compliance. <i>211 CMR 131.08</i>	Page _____, Para. _____	
LL6	Owner-occupied single family premises. <i>211 CMR 131.09</i>	Page _____, Para. _____	
LL7	Coverage summary. <i>211 CMR 131.13(1)</i>	Check: <input type="checkbox"/>	
LL8	Disclosure notice. <i>211 CMR 131.13(2)</i>	Check: <input type="checkbox"/>	

ADDITIONAL LIABILITY PROVISIONS *If not filing liability insurance, check here and skip section:*

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
AL1	Medical pay provisions. <i>M.G.L. 175, §111C</i>	Page _____, Para. _____	Please select an option if this item does not apply.

MASSACHUSETTS DIVISION OF INSURANCE
BASE CHECKLIST FOR PROPERTY AND CASUALTY INSURANCE
 PAGE 4 OF 5

AL2	Professional liability. <u>M.G.L. 175, §111E</u>	Page _____, Para. _____	Please select an option if this item does not apply.
AL3	Liquor liability. <u>M.G.L. 175, §112A</u>	Page _____, Para. _____	Please select an option if this item does not apply.
AL4	Heating oil release coverage requirements for “residential property” as defined in <u>M.G.L. 175, §4D. Bulletin 2010-03</u>	Page _____, Para. ____ff.	
AL5a	For dog exclusions, specification of all dogs/breeds deemed aggressive by the company that have a prior history of biting.	Page _____, Para. _____	Please select an option if this item does not apply.
AL5b	For dog exclusions, support for exclusion of dog from breeds specified.	Page _____, Para. _____	Please select an option if this item does not apply.

PROHIBITIONS

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
PR1	Provisions depriving the courts of the Commonwealth of jurisdiction. <u>M.G.L. 175, §22</u>	Check: <input checked="" type="checkbox"/>	
PR2	Inclusion of motor vehicle, life, health, accident and sickness insurance. <u>M.G.L. 175, §22A</u>	Check: <input checked="" type="checkbox"/>	
PR3	Mandatory binding arbitration. <u>M.G.L. 93A, §9(6)</u>	Check: <input checked="" type="checkbox"/>	
PR4	Rebates and other inducements. <u>M.G.L. 175, §182</u> and <u>M.G.L. 176D, §3(8)</u>	Check: <input checked="" type="checkbox"/>	
PR5	Discriminating in forms and rates against health care providers based on practiced specialty (“take all comers”). <u>M.G.L. 175, §193U</u>	Check: <input type="checkbox"/>	Not medical malpractice insurance
PR6	Inclusion of defense costs within the limits of insurance in stand-alone commercial general liability policies.	Check: <input type="checkbox"/>	Not stand-alone general liability insurance

GENERAL RATE REQUIREMENTS

If not filing rates, check here and skip section:

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
RR1	Effective date 15 days from submission. <u>M.G.L. 174A, §6</u> and <u>175A, §6</u>	Check: <input type="checkbox"/>	
RR2	Manual or plan of classifications, rules and rates. <i>Ibid.</i>	Check: <input type="checkbox"/>	
RR3	Final calculated rate exhibits. <u>Bulletin 2008-08</u>	Check: <input type="checkbox"/>	Please select an option if this item does not apply.
RR4	We hereby certify that the rates in this filing do not consist of tiers based on credit scores, not consider the insured’s credit score in the rating methodology. (This checklist item does not apply to property and casualty insurance for a business, professional or governmental organization.)	Check: <input type="checkbox"/>	Please select an option if this item does not apply.

NB: rate filings are not required for aircraft hull and liability insurance, inland marine insurance, and ocean marine insurance.

RATE FILING INFORMATION

If not filing rates, check here and skip section:

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
RS1	Five-year premium loss exhibit. <u>Bulletin SRB 90-05</u>	Check: <input type="checkbox"/>	

MASSACHUSETTS DIVISION OF INSURANCE
BASE CHECKLIST FOR PROPERTY AND CASUALTY INSURANCE
 PAGE 5 OF 5

RS2	Three-year expense exhibit. <i>Ibid.</i>	Check: <input type="checkbox"/>	Please select an option if this item does not apply.
RS3	Competitor rates. <i>Ibid.</i>	Check: <input type="checkbox"/>	
RS4	Judgment rates. <i>Ibid.</i>	Check: <input type="checkbox"/>	
RS5	For homeowners forms only, count of Barnstable county exposures to which this insurance applies.	Check: <input type="checkbox"/>	Please select an option if this item does not apply.
RS6	For homeowners forms only, count of Dukes and Nantucket counties exposures to which this insurance applies.	Check: <input type="checkbox"/>	Please select an option if this item does not apply.
RS7	(a)-Rates Reference Guide in actuarial memorandum (see below).	Check: <input type="checkbox"/>	Please select an option if this item does not apply.

PREMIUM INSTALLMENT PAYMENT PLANS

If not filing installment plan rules, check here and skip section:

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
IP1	Actuarial justification for related fees and charges.	Page _____, Para. _____	Please select an option if this item does not apply.
IP2	Prohibition of surcharges for credit card payment. <u><i>M.G.L 140D, §28A</i></u>	Check: <input type="checkbox"/>	
IP3	Requirements for discounts as finance charges for credit card payment. <i>Ibid.</i>	Page _____, Para. _____	Please select an option if this item does not apply.

(A)-RATES REFERENCE GUIDE

If not (a)-rating, check here and skip section:

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
AG1	Demonstration that risk classes lack sufficient homogeneity to calculate meaningful rates. <i>Bulletin 2008-08</i>	Page _____, Para. _____	
AG2	The process by which the rate is determined.	Page _____, Para. ___ ff.	
AG3	The role of judging the relative risk of one insured to another when determining the rate.	Page _____, Para. _____	
AG4	The role of comparing rates to rates on line for reinsurance when determining the rate.	Page _____, Para. _____	
AG5	The role of consideration of probable maximum loss when determining the rate.	Page _____, Para. _____	
AG6	The role of including a risk load or contingency factor in the rates when determining the rate.	Page _____, Para. _____	
AG7	A numerical example of how a sample rate for a particular risk, either real or hypothetical, would be arrived at.	Page _____, Para. ___ ff.	
AG8	How the rate will be priced to be neither excessive nor inadequate as a stand-alone rate (<i>i.e.</i> , the applicable coverage is stand-alone, not part of a package policy).	Page _____, Para. _____	

STATEMENT OF VARIABILITY

The form associated with this filing (BPM D 3107CW 0613, Employment Practices Liability Insurance Coverage Endorsement – Supplemental Declarations) is a variable form.

<u>FORM #</u>	<u>TITLE</u>	<u>VARIABILITY EXPLANATION</u>
BPM D 3107CW 0613	Employment Practices Liability Insurance Coverage Endorsement – Supplemental Declarations	Coverage Period Limit of Liability Deductible Amount Retroactive Date Coverage Premium Total EPL Coverage Premium

EXPLANATORY MEMORANDUM – FORMS

ABOUT THIS FILING:

Main Street America Assurance Company, in an effort to further address the needs of our Policy Holders, has revised its Employment Practices Liability program for small commercial businesses with 50 or fewer employees. This program provides broad coverage, as well as web-based loss prevention, experienced EPL claims handling and access to specialized EPL legal representation.

Portfolio EPL is designed to protect small commercial businesses with 50 employees or fewer for liability damages and defense costs due to claims brought by full-time, part-time, seasonal or temporary employees who allege employment discrimination, wrongful termination, or sexual harassment. Due to the growing threat of EPL lawsuits and the fact that small commercial businesses are not generally protected from these types of claims, **Main Street America Assurance Company** has responded to the increased demand for such coverages from our policy holders and agents, and revised a comprehensive solution that responds to numerous types of EPL claims brought against small commercial businesses. This solution is easy to administer in that no additional underwriting information needs to be collected from the insured.

Withdrawal of Employment Practices Liability Insurance Coverage Endorsement – Supplemental Declarations, form BPM D 3107 1207; Employment Practices Liability Insurance Coverage Endorsement , form BPM 3107CW 1207; and Extended Reporting Period Elected (Employment Practices Liability Insurance Coverage Only), form BPM 3108CW 1207, for our Main Line Businessowners program (Employment Practices Liability Insurance coverage) written in Main Street America Assurance Company. Filing designation for these forms is SERF Tracking # NGMC 125901133 (eff. 3/1/2009).

Replacement with Employment Practices Liability Insurance Coverage Endorsement – Supplemental Declarations, form BPM D 3107CW 0613; Employment Practices Liability Insurance Coverage Endorsement, form BPM 3107CW 0613; and Supplemental Extended Reporting Period Endorsement, form BPM 3108CW 0613.

BROADENINGS IN COVERAGE

- **Full Prior Acts** – extends Employment Practices Liability Insurance Coverage for incidents that occurred prior to the inception date of the policy (but were made against you and reported to us during the policy period) to be covered as long as the insured had no knowledge or notice of the incident prior to the original inception date. Declarations page updated to show “Retroactive Date” in place of “EPL Original Inception Date”.
- **Automatic Extended Reporting Period** – At no additional premium, a period of time is extended, following cancellation or non-renewal, in which to give notice of claims brought against an “insured” which occurred prior to the end of the “EPL Coverage Period.”

- **Punitive Damages** – available where permitted by statute.
- **Defense** - Payments for lost earnings while defending a claim/suit is increased from \$100 to \$250 per day.
- **Defense** - Interest payments on judgments are now in addition to the EPL Aggregate Limit of Liability (formerly were included within the Aggregate EPL Limit of Liability).
- **Exclusions** - The former “Profit or Advantage”, “Securities Holder” and “Outside Boards” exclusions have been removed.

OTHER CHANGES / CLARIFICATIONS

- Exclusions for **ERISA, COBRA, WARN, OSHA and NLRA** and **FLSA** have been combined into one exclusion for clarification purposes. No impact on coverage.
- Settlement Clause – provides the right to invoke the settlement clause if the insured fails to consent to a reasonable settlement. This is a clarification of our intent, and represents no impact on coverage.
- Definition of employee has been amended to clarify independent contractor status. No impact on coverage.
- Upgrade of the term “wrongful employment act(s)”
 - Adds ‘coercion’. This represents a broadening in coverage.
 - Removes ‘failure to grant tenure’. This represents a reduction in coverage.

The Cancellation Clause of the Common Policy Conditions applies to this Employment Practices Liability Coverage.

Applicable Lines of Business:

This filing applies to the following lines of Business:

- BUSINESSOWNERS

State: Massachusetts**Filing Company:**

Main Street America Assurance Company

TOI/Sub-TOI: 05.0 CMP Liability and Non-Liability/05.0002 Businessowners**Product Name:** Main Street America Assurance Company-Mainline Businessowners-EPLI Rule and Form Filing**Project Name/Number:** Mainline Businessowners-EPLI Rule and Form Filing/

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date	Schedule Item Status	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
02/19/2013		Supporting Document	Checklist(s)	02/19/2013	MA Property & Casualty Checklist.pdf
02/13/2013		Supporting Document	Rule and Forms Explanatory Memorandums	03/20/2013	Rule Explanatory Memorandum.pdf (Superseded) Forms Explanatory Memorandum.pdf (Superseded)
02/13/2013		Form	Massachusetts Changes	03/20/2013	BPM 5116 0613 - MA Changes.pdf (Superseded)
02/13/2013		Rate	Finished Manual Rule Exception Page	03/20/2013	Finished Manual Exception Page.pdf (Superseded)
02/13/2013		Supporting Document	Policy Endorsement List	03/20/2013	Policy Endorsement List.pdf (Superseded)
02/13/2013		Supporting Document	Annotated Comparison	03/20/2013	Exception Page Side by Side Exhibit.pdf (Superseded) BPM 3107CW 0613 - EPLI - side by side.pdf BPM 3108CW 0613 - EPLI-ERP side-by-side.pdf BPM D 3107CW 0613 - EPLI Dec - side-by-side.pdf
02/13/2013		Supporting Document	Checklist(s)	02/19/2013	MA Property & Casualty Checklist.pdf (Superseded)

EXPLANATORY MEMORANDUM – RULE

ABOUT THIS FILING:

We are revising Manual Page MA-EX-1 as a result of the companion Forms Revision Filing of our EPLI forms. We are adding Form BPM 5116 – Massachusetts EPL Changes Endorsement to the Conditional and Optional Endorsements on manual page MA-EX-1. This change is referenced in our Side by Side Comparison.

Applicable Lines of Business:

This filing applies to the following lines of Business:

- BUSINESSOWNERS (Main Line Businessowners)

EXPLANATORY MEMORANDUM – FORMS

ABOUT THIS FILING:

Main Street America Assurance Company, in an effort to further address the needs of our Policy Holders, has revised its Employment Practices Liability program for small commercial businesses with 50 or fewer employees. This program provides broad coverage, as well as web-based loss prevention, experienced EPL claims handling and access to specialized EPL legal representation.

Portfolio EPL is designed to protect small commercial businesses with 50 employees or fewer for liability damages and defense costs due to claims brought by full-time, part-time, seasonal or temporary employees who allege employment discrimination, wrongful termination, or sexual harassment. Due to the growing threat of EPL lawsuits and the fact that small commercial businesses are not generally protected from these types of claims, **Main Street America Assurance Company** has responded to the increased demand for such coverages from our policy holders and agents, and revised a comprehensive solution that responds to numerous types of EPL claims brought against small commercial businesses. This solution is easy to administer in that no additional underwriting information needs to be collected from the insured.

Withdrawal of Employment Practices Liability Insurance Coverage Endorsement – Supplemental Declarations, form BPM D 3107 1207; Employment Practices Liability Insurance Coverage Endorsement , form BPM 3107CW 1207; and Extended Reporting Period Elected (Employment Practices Liability Insurance Coverage Only), form BPM 3108CW 1207, for our Main Line Businessowners program (Employment Practices Liability Insurance coverage) written in Main Street America Assurance Company. Filing designation for these forms is SERF Tracking # NGMC 125901133 (eff. 3/1/2009).

Replacement with Employment Practices Liability Insurance Coverage Endorsement – Supplemental Declarations, form BPM D 3107CW 0613; Employment Practices Liability Insurance Coverage Endorsement, form BPM 3107CW 0613; and Supplemental Extended Reporting Period Endorsement, form BPM 3108CW 0613.

Addition of Massachusetts Changes, form BPM 5116 0613.

BROADENINGS IN COVERAGE

- **Full Prior Acts** – extends Employment Practices Liability Insurance Coverage for incidents that occurred prior to the inception date of the policy (but were made against you and reported to us during the policy period) to be covered as long as the insured had no knowledge or notice of the incident prior to the original inception date. Declarations page updated to show “Retroactive Date” in place of “EPL Original Inception Date”.

- **Automatic Extended Reporting Period** – At no additional premium, a period of time is extended, following cancellation or non-renewal, in which to give notice of claims brought against an “insured” which occurred prior to the end of the “EPL Coverage Period.”
- **Punitive Damages** – available where permitted by statute.
- **Defense** - Payments for lost earnings while defending a claim/suit is increased from \$100 to \$250 per day.
- **Defense** - Interest payments on judgments are now in addition to the EPL Aggregate Limit of Liability (formerly were included within the Aggregate EPL Limit of Liability).
- **Exclusions** - The former “Profit or Advantage”, “Securities Holder” and “Outside Boards” exclusions have been removed.

OTHER CHANGES / CLARIFICATIONS

- Exclusions for **ERISA, COBRA, WARN, OSHA and NLRA** and **FLSA** have been combined into one exclusion for clarification purposes. No impact on coverage.
- Settlement Clause – provides the right to invoke the settlement clause if the insured fails to consent to a reasonable settlement. This is a clarification of our intent, and represents no impact on coverage.
- Definition of employee has been amended to clarify independent contractor status. No impact on coverage.
- Upgrade of the term “wrongful employment act(s)”
 - Adds ‘coercion’. This represents a broadening in coverage.
 - Removes ‘failure to grant tenure’. This represents a reduction in coverage.

The Cancellation Clause of the Common Policy Conditions applies to this Employment Practices Liability Coverage.

Applicable Lines of Business:

This filing applies to the following lines of Business:

- BUSINESSOWNERS

Massachusetts Changes

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE

SECTION VII. DEFINITIONS, Clause H. "Loss(es)"

is replaced by the following:

- H. "Loss(es)" means monetary amounts to which this insurance applies and which "you" are legally obligated to pay (including front pay and back pay), judgments, settlements, pre- and post-judgment interest on that part of any judgment paid by "us", statutory attorney fees, and "defense costs"; however, "loss" shall not include:
1. Civil or criminal fines or penalties imposed by law;
 2. Taxes;
 3. Employment related benefits, stock options, perquisites, deferred compensation or any other type of compensation other than salary, wages or bonus compensation;
 4. Any liability or costs incurred by any "insured" to modify any building or property in order to make said building or property more accessible or accommodating to any disabled person, or any liability or costs incurred in connection with any educational, sensitivity or other corporate program, policy or seminar;
 5. Matters which may be deemed uninsurable under the law pursuant to which this EPL Coverage shall be construed; or
 6. Punitive or exemplary damages.

SECTION 5 – STATE EXCEPTIONS

STATE: MASSACHUSETTS

Mandatory Endorsements

Form Number	Title
BP 01 59	Water Exclusion
BP 01 08	Massachusetts Changes (Cancellation, Nonrenewal, Notice of Claim, Increased Premium)
BP 06 98	Massachusetts – Fungi, Wet Rot, Dry Rot And Bacteria Exclusion And Limitations
BP 04 17	Employment-Related Practices Exclusion
BP 04 19	Amendment – Liquor Liability Exclusion – Exception For Scheduled Activities (Provided Liquor Liability Coverage is not purchased).
BP 05 77	Fungi or Bacteria Exclusion (Liability)
BP 05 98	Amendment Of Insured Contract Definition
BP 06 06	Massachusetts - Exclusion Of Loss Due To Virus Or Bacteria
BPM 2103	Cap On Losses For Certified Acts Of Terrorism
64-8162	Policyholder Disclosure Notice of Terrorism Insurance Coverage
CM 00 01	Commercial Inland Marine Conditions

Conditional and Optional Endorsements

Form Number	Title
BP 01 43	Massachusetts Changes – Lead Poisoning
BP 01 86	Massachusetts Tenant Relocation Expense
BP 04 42	Massachusetts Changes – Supplemental Coverage For Lead Poisoning
BP 17 07	Massachusetts Changes - Condominium Association Coverage
BPM 3107CW	Employment Practices Liability Insurance Coverage Endorsement
BPM 3108CW	Extended Reporting Period Elected
BPM 5116	Massachusetts Changes (Employment Practices Liability Insurance Coverage)

SECTION 5 – STATE EXCEPTIONS

STATE: MASSACHUSETTS

Mandatory Endorsements

Form Number	Title
BP 01 59	Water Exclusion
BP 01 08	Massachusetts Changes (Cancellation, Nonrenewal, Notice of Claim, Increased Premium)
BP 06 98	Massachusetts – Fungi, Wet Rot, Dry Rot And Bacteria Exclusion And Limitations
BP 04 17	Employment-Related Practices Exclusion
BP 04 19	Amendment – Liquor Liability Exclusion – Exception For Scheduled Activities (Provided Liquor Liability Coverage is not purchased).
BP 05 77	Fungi or Bacteria Exclusion (Liability)
BP 05 98	Amendment Of Insured Contract Definition
BP 06 06	Massachusetts - Exclusion Of Loss Due To Virus Or Bacteria
BPM 2103	Cap On Losses For Certified Acts Of Terrorism
64-8162	Policyholder Disclosure Notice of Terrorism Insurance Coverage
CM 00 01	Commercial Inland Marine Conditions

Conditional and Optional Endorsements

Form Number	Title
BP 01 43	Massachusetts Changes – Lead Poisoning
BP 01 86	Massachusetts Tenant Relocation Expense
BP 04 42	Massachusetts Changes – Supplemental Coverage For Lead Poisoning
BP 17 07	Massachusetts Changes - Condominium Association Coverage
BPM 3107CW	Employment Practices Liability Insurance Coverage Endorsement
BPM 3108CW	Extended Reporting Period Elected
BPM 5116	Massachusetts Changes (Employment Practices Liability Insurance Coverage)

MASSACHUSETTS DIVISION OF INSURANCE
BASE CHECKLIST FOR PROPERTY AND CASUALTY INSURANCE
 PAGE 1 OF 5

Policy/Coverage Form #: Businessowners -EPLI (Please enter only one number per checklist; if none, leave blank.)

CHECKLIST INSTRUCTIONS

- 1) A completed copy of this checklist is required for each Policy/Coverage Form being submitted.
- 2) For purposes of these instructions, a Policy/Coverage Form is:
 - a) a base coverage form of a property and/or casualty insurance policy; or
 - b) an endorsement providing property or casualty insurance of a type other than that provided in the base coverage form to which it will be attached.
- 3) If the filing contains no Policy/Coverage Forms, please submit a checklist with the General Form Requirements, Policy Prohibitions and/or General Rate Requirements sections, as well as any other applicable sections, completed.
- 4) All page and paragraph references should refer back to the place in the form, memorandum or other document where compliance is demonstrated.
- 5) A brief explanation should be provided for all items considered not applicable to the filed materials; "N/A" is not a sufficient explanation.

PLEASE NOTE THE FOLLOWING

- 1) *Credit property insurance* and *credit involuntary unemployment insurance* products also require a completed Supplemental Checklist.
- 2) *Legal service plans* subject to 211 CMR 90.00 require submission of the Base Checklist for Legal Service Plans, and not this checklist.
- 3) *Motor vehicle insurance* products and *workers' compensation insurance* products require submission of different checklists, and not this checklist.
- 4) All laws relative to the filing of policy/coverage forms apply to their endorsements and attached applications under M.G.L. 175, §192.

GENERAL FORM REQUIREMENTS

If not filing forms, check here and skip section:

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
GR1	10-point font, readability score of 50, and other minimum objective standards of <u>M.G.L. 175, §2B</u> .	Check: <input checked="" type="checkbox"/>	Please select an option if this item does not apply.
GR2	Effective date 30 days from submission. <u>M.G.L. 175, §22A</u>	Check: <input checked="" type="checkbox"/>	
GR3	Form headed by corporate name of company. <u>FGN 2006-A</u>	Check: <input checked="" type="checkbox"/>	
GR4	Signatures. <u>M.G.L. 175, §33</u>	Page _____, Para. _____	Signature page (see Form Utilization List)
GR5	Applications constituting part of the contract designed to be attached to the policy. <u>M.G.L. 175, §192</u>	Check: <input type="checkbox"/>	No applications in filing

COMBINATION POLICIES – M.G.L. 175, §§102A AND 111A

If not filing a combination policy, check here and skip section:

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
CP1	Percentage of loss or claim.	Page _____, Para. _____	
CP2	Required notices, sworn statements, or proofs of loss.	Page _____, Para. _____	
CP3	Service of process in actions or suits.	Page _____, Para. _____	
CP4	Return premium upon cancellation.	Page _____, Para. _____	
CP5	Elimination/Reduction of coverage (liability only).	Page _____, Para. _____	

MUTUAL COMPANY POLICY PROVISIONS

If not a mutual company, check here and skip section:

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
MC1	Contingent mutual liability. <u>M.G.L. 175, §§102A(4) and 111A(4)</u>	Page _____, Para. _____	
MC2	Meetings of the company. <u>M.G.L. 175, §§76 and 102B</u>	Page _____, Para. _____	Form #: _____

MASSACHUSETTS DIVISION OF INSURANCE
BASE CHECKLIST FOR PROPERTY AND CASUALTY INSURANCE
 PAGE 2 OF 5

MC3	Separate classifications of business. <i>M.G.L. 175, §§80 and 102B</i>	Page _____, Para. _____	
MC4	Total amount of liability. <i>M.G.L. 175, §81</i>	Page _____, Para. _____	
MC5	Application questions. <i>M.G.L. 175, §§98 and 111B</i>	Page _____, Para. _____	
MC6	Assessment liability. <i>M.G.L. 175, §§83, 93 and 111B</i>	Page _____, Para. _____	

FIRE POLICY STANDARD FORM – M.G.L. 175, §99(12)

If not filing property insurance, check here and skip section:

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
FP1	Insurance agreement.	Page _____, Para. _____	
FP2	Assignment of the policy.	Page _____, Para. _____	
FP3	Policy subject to its provisions and stipulations.	Page _____, Para. _____	
FP4	Witness provision.	Page _____, Para. _____	
FP5	Voiding of the policy.	Page _____, Para. _____	
FP6	Items not covered.	Page _____, Para. _____	
FP7	Fire exclusions.	Page _____, Para. _____	
FP8	Other insurance.	Page _____, Para. _____	
FP9	Other exclusions.	Page _____, Para. _____	
FP10	Other perils insured against.	Page _____, Para. _____	
FP11	Extent of insurance.	Page _____, Para. _____	
FP12	Permission and waiver.	Page _____, Para. _____	
FP13	Appraisal and examinations.	Page _____, Para. _____	
FP14	Cancellation by insured.	Page _____, Para. _____	
FP15	Cancellation by company.	Page _____, Para. _____	
FP16	Excess premium at cancellation.	Page _____, Para. _____	
FP17	Cancellation after 60 days.	Page _____, Para. _____	
FP18	Cancellation for nonpayment of premium.	Page _____, Para. _____	
FP19	Policy payable to mortgagees.	Page _____, Para. _____	
FP20	Proportion of loss.	Page _____, Para. _____	
FP21	Notice and proof of loss.	Page _____, Para. _____	
FP22	Payment of claim.	Page _____, Para. _____	
FP23	Dispute resolution for claims.	Page _____, Para. _____	
FP24	Suits for recovery of claims.	Page _____, Para. _____	
FP25	Assignment of right of recovery.	Page _____, Para. _____	

NB: M.G.L. 175, §99 does not apply to insurance against the hazards described in the Second and Third clauses of M.G.L. 175, §47.

ADDITIONAL PROPERTY PROVISIONS

If not filing property insurance, check here and skip section:

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
AP1	“In case of fire” notice. <i>M.G.L. 175, §99(7)</i>	Page _____, Para. _____	
AP2	Certificate of municipal liens. <i>M.G.L. 175, §99(14)</i>	Page _____, Para. _____	
AP3	Notice to building commissioner. <i>M.G.L. 175, §99(15)</i>	Page _____, Para. _____	
AP4	Cost of relocation benefit. <i>M.G.L. 175, §99(15A)</i>	Page _____, Para. _____	

MASSACHUSETTS DIVISION OF INSURANCE
BASE CHECKLIST FOR PROPERTY AND CASUALTY INSURANCE
 PAGE 3 OF 5

AP5	Elimination/Reduction in coverage. <i>M.G.L. 175, §99(16)</i>	Page _____, Para. _____	
AP6	Damage by nuclear reaction or nuclear contamination. <i>M.G.L. 175, §99A</i>	Page _____, Para. _____	
AP7	Loss settlement clause. <i>M.G.L. 175, §99B</i>	Page _____, Para. _____	
AP8	Notice of non-renewal. <i>M.G.L. 175, §193P</i>	Page _____, Para. _____	
AP9	Mold exclusion requirements. <i>Bulletin 2006-02</i>	Page _____, Para. ___ff.	
AP10	Heating oil release coverage requirements for “residential property” as defined in <i>M.G.L. 175, §4D, Bulletin 2010-03</i>	Page _____, Para. ___ff.	
AP11	Minimum “guaranteed” replacement cost coverage cap of 125% of the amount of insurance (homeowners insurance).	Page _____, Para. _____	

CLAIMS-MADE GENERAL LIABILITY PROVISIONS – FGN 2011-A *If not filing a general liability policy, check here and skip section:*

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
GL1	Retroactive Date Endorsement. <i>1.a</i>	Check: <input checked="" type="checkbox"/>	Form #: _____ BPM 3107CW 0613
GL2	Termination of coverage. <i>1.b</i>	Page _____, Para. _____	
GL3	Automatic extended reporting period. <i>1.c</i>	Page _____, Para. _____	
GL4	Additional extended reporting period coverage available for purchase. <i>1.d.i</i>	Page _____, Para. _____	
GL5	Minimum 3-year additional extended reporting period. <i>1.d.ii</i>	Page _____, Para. _____	
GL6	Aggregate liability limit for additional extended reporting period coverage. <i>1.d.iii</i>	Page _____, Para. _____	
GL7	Deadline for written acceptance of additional extended reporting period coverage. <i>1.d.iv</i>	Page _____, Para. _____	
GL8	Claims-made face page disclosure. <i>2</i>	Check: <input checked="" type="checkbox"/>	

LEAD LIABILITY PROVISIONS – M.G.L. 175, §111H *If not covering residential premises, check here and skip section:*

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
LL1	Premises with letter in effect. <i>211 CMR 131.04</i>	Page _____, Para. _____	
LL2	Premises with letter obtained and maintained. <i>211 CMR 131.05</i>	Page _____, Para. _____	
LL3	New owners. <i>211 CMR 131.06</i>	Page _____, Para. _____	
LL4	Additional requirements. <i>211 CMR 131.07</i>	Page _____, Para. _____	
LL5	Premises not in compliance. <i>211 CMR 131.08</i>	Page _____, Para. _____	
LL6	Owner-occupied single family premises. <i>211 CMR 131.09</i>	Page _____, Para. _____	
LL7	Coverage summary. <i>211 CMR 131.13(1)</i>	Check: <input type="checkbox"/>	
LL8	Disclosure notice. <i>211 CMR 131.13(2)</i>	Check: <input type="checkbox"/>	

ADDITIONAL LIABILITY PROVISIONS *If not filing liability insurance, check here and skip section:*

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
AL1	Medical pay provisions. <i>M.G.L. 175, §111C</i>	Page _____, Para. _____	Please select an option if this item does not apply.

MASSACHUSETTS DIVISION OF INSURANCE
BASE CHECKLIST FOR PROPERTY AND CASUALTY INSURANCE
 PAGE 4 OF 5

AL2	Professional liability. <u>M.G.L. 175, §111E</u>	Page _____, Para. _____	Please select an option if this item does not apply.
AL3	Liquor liability. <u>M.G.L. 175, §112A</u>	Page _____, Para. _____	Please select an option if this item does not apply.
AL4	Heating oil release coverage requirements for “residential property” as defined in <u>M.G.L. 175, §4D. Bulletin 2010-03</u>	Page _____, Para. ____ff.	
AL5a	For dog exclusions, specification of all dogs/breeds deemed aggressive by the company that have a prior history of biting.	Page _____, Para. _____	Please select an option if this item does not apply.
AL5b	For dog exclusions, support for exclusion of dog from breeds specified.	Page _____, Para. _____	Please select an option if this item does not apply.

PROHIBITIONS

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
PR1	Provisions depriving the courts of the Commonwealth of jurisdiction. <u>M.G.L. 175, §22</u>	Check: <input checked="" type="checkbox"/>	
PR2	Inclusion of motor vehicle, life, health, accident and sickness insurance. <u>M.G.L. 175, §22A</u>	Check: <input checked="" type="checkbox"/>	
PR3	Mandatory binding arbitration. <u>M.G.L. 93A, §9(6)</u>	Check: <input checked="" type="checkbox"/>	
PR4	Rebates and other inducements. <u>M.G.L. 175, §182 and M.G.L. 176D, §3(8)</u>	Check: <input checked="" type="checkbox"/>	
PR5	Discriminating in forms and rates against health care providers based on practiced specialty (“take all comers”). <u>M.G.L. 175, §193U</u>	Check: <input type="checkbox"/>	Not medical malpractice insurance
PR6	Inclusion of defense costs within the limits of insurance in stand-alone commercial general liability policies.	Check: <input type="checkbox"/>	Not stand-alone general liability insurance

GENERAL RATE REQUIREMENTS

If not filing rates, check here and skip section:

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
RR1	Effective date 15 days from submission. <u>M.G.L. 174A, §6 and 175A, §6</u>	Check: <input type="checkbox"/>	
RR2	Manual or plan of classifications, rules and rates. <i>Ibid.</i>	Check: <input type="checkbox"/>	
RR3	Final calculated rate exhibits. <u>Bulletin 2008-08</u>	Check: <input type="checkbox"/>	Please select an option if this item does not apply.
RR4	We hereby certify that the rates in this filing do not consist of tiers based on credit scores, not consider the insured’s credit score in the rating methodology. (This checklist item does not apply to property and casualty insurance for a business, professional or governmental organization.)	Check: <input type="checkbox"/>	Please select an option if this item does not apply.

NB: rate filings are not required for aircraft hull and liability insurance, inland marine insurance, and ocean marine insurance.

RATE FILING INFORMATION

If not filing rates, check here and skip section:

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
RS1	Five-year premium loss exhibit. <u>Bulletin SRB 90-05</u>	Check: <input type="checkbox"/>	

MASSACHUSETTS DIVISION OF INSURANCE
BASE CHECKLIST FOR PROPERTY AND CASUALTY INSURANCE
 PAGE 5 OF 5

RS2	Three-year expense exhibit. <i>Ibid.</i>	Check: <input type="checkbox"/>	Please select an option if this item does not apply.
RS3	Competitor rates. <i>Ibid.</i>	Check: <input type="checkbox"/>	
RS4	Judgment rates. <i>Ibid.</i>	Check: <input type="checkbox"/>	
RS5	For homeowners forms only, count of Barnstable county exposures to which this insurance applies.	Check: <input type="checkbox"/>	Please select an option if this item does not apply.
RS6	For homeowners forms only, count of Dukes and Nantucket counties exposures to which this insurance applies.	Check: <input type="checkbox"/>	Please select an option if this item does not apply.
RS7	(a)-Rates Reference Guide in actuarial memorandum (see below).	Check: <input type="checkbox"/>	Please select an option if this item does not apply.

PREMIUM INSTALLMENT PAYMENT PLANS

If not filing installment plan rules, check here and skip section:

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
IP1	Actuarial justification for related fees and charges.	Page _____, Para. _____	Please select an option if this item does not apply.
IP2	Prohibition of surcharges for credit card payment. <u>M.G.L 140D, §28A</u>	Check: <input type="checkbox"/>	
IP3	Requirements for discounts as finance charges for credit card payment. <i>Ibid.</i>	Page _____, Para. _____	Please select an option if this item does not apply.

(A)-RATES REFERENCE GUIDE

If not (a)-rating, check here and skip section:

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
AG1	Demonstration that risk classes lack sufficient homogeneity to calculate meaningful rates. <i>Bulletin 2008-08</i>	Page _____, Para. _____	
AG2	The process by which the rate is determined.	Page _____, Para. ___ ff.	
AG3	The role of judging the relative risk of one insured to another when determining the rate.	Page _____, Para. _____	
AG4	The role of comparing rates to rates on line for reinsurance when determining the rate.	Page _____, Para. _____	
AG5	The role of consideration of probable maximum loss when determining the rate.	Page _____, Para. _____	
AG6	The role of including a risk load or contingency factor in the rates when determining the rate.	Page _____, Para. _____	
AG7	A numerical example of how a sample rate for a particular risk, either real or hypothetical, would be arrived at.	Page _____, Para. ___ ff.	
AG8	How the rate will be priced to be neither excessive nor inadequate as a stand-alone rate (<i>i.e.</i> , the applicable coverage is stand-alone, not part of a package policy).	Page _____, Para. _____	