

State: District of Columbia **Filing Company:** WESTCHESTER FIRE INSURANCE COMPANY
TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations
Product Name: 15-PR-2012681
Project Name/Number: ACE EXPRESS Private Company Management Indemnity Package / ACE EXPRESS Not for Profit Organization Indemnity Package Supplemental Endorsements/15-PR-2012681

Filing at a Glance

Company: WESTCHESTER FIRE INSURANCE COMPANY
Product Name: 15-PR-2012681
State: District of Columbia
TOI: 17.2 Other Liability-Claims Made Only
Sub-TOI: 17.2000 Other Liability Sub-TOI Combinations
Filing Type: Form
Date Submitted: 08/17/2015
SERFF Tr Num: ACEH-130205442
SERFF Status: Closed-APPROVED
State Tr Num:
State Status:
Co Tr Num: 15-PR-2012681 (OL)
Effective Date: On Approval
Requested (New):
Effective Date: On Approval
Requested (Renewal):
Author(s): Renice Cox
Reviewer(s): Angela King (primary)
Disposition Date: 09/08/2015
Disposition Status: APPROVED
Effective Date (New): 09/08/2015
Effective Date (Renewal): 09/08/2015

State: District of Columbia **Filing Company:** WESTCHESTER FIRE INSURANCE COMPANY
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General Information

Project Name: ACE EXPRESS Private Company Management Status of Filing in Domicile: Pending
 Indemnity Package / ACE EXPRESS Not for Profit
 Organization Indemnity Package Supplemental Endorsements
 Project Number: 15-PR-2012681 Domicile Status Comments:
 Reference Organization: Reference Number:
 Reference Title: Advisory Org. Circular:
 Filing Status Changed: 09/08/2015
 State Status Changed: Deemer Date:
 Created By: Renice Cox Submitted By: Renice Cox
 Corresponding Filing Tracking Number:

Filing Description:

Westchester Fire Insurance Company propose to file endorsements for your approval or acknowledgement, to be used with ACE EXPRESS Private Company Management Indemnity Package or the ACE EXPRESS Not for Profit Organization Indemnity Package as indicated below.

The endorsements listed below will be used on an optional basis. No rating is applied to these endorsements.

Form Number (Edition Date) ----- Form Title ----- Private Company or Not for Profit

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- PF-25524a (02/13) --- EPL Cov Section Amended to Include Wage and Hour Claims Costs, Charges and Expenses Cov Only Sublimit for Multiple Plaintiff Claims --- Private Company / Not-for- Profit
- PF-30323 (08/10) --- Unauthorized Access of Employee Information - EPL ---Private Company
- PF-30490a (09/13) --- General Terms and Conditions Miscellaneous Amendments --- Private Company
- PF-39401a (12/12) --- Government Funding --- Not-for- Profit

Company and Contact

Filing Contact Information

Renice Cox, Regulatory Specialist renice.cox@acegroup.com
 436 Walnut Street, WB04G 215-640-4876 [Phone]
 Philadelphia, PA 19106 215-640-4986 [FAX]

Filing Company Information

WESTCHESTER FIRE	CoCode: 10030	State of Domicile:
INSURANCE COMPANY	Group Code: 626	Pennsylvania
436 WALNUT STREET	Group Name: ACE Group	Company Type: STOCK
PHILADELPHIA, PA 19106	FEIN Number: 92-0040526	COMPANY
(215) 640-1000 ext. [Phone]		State ID Number:

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Filing Fees

State Fees

Fee Required? No

Retaliatory? No

Fee Explanation:

State: District of Columbia **Filing Company:** WESTCHESTER FIRE INSURANCE COMPANY
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
APPROVED	Angela King	09/08/2015	09/08/2015

State: District of Columbia **Filing Company:** WESTCHESTER FIRE INSURANCE COMPANY
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Disposition

Disposition Date: 09/08/2015

Effective Date (New): 09/08/2015

Effective Date (Renewal): 09/08/2015

Status: APPROVED

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Readability Certificate	APPROVED	Yes
Supporting Document	Consulting Authorization	APPROVED	Yes
Supporting Document	Copy of Trust Agreement	APPROVED	Yes
Supporting Document	Expedited SERFF Filing Transmittal Form	APPROVED	Yes
Supporting Document	Form Number Chart CRS Supplemental Endorsement Filing	APPROVED	Yes
Form	EPL Coverage Section Amended to Include Wage and Hour Claims Costs, Charges and Expenses Coverage Only Sublimit for Multiple Plaintiff Claims	APPROVED	Yes
Form	Unauthorized Access of Employee Information - EPL	APPROVED	Yes
Form	General Terms and Conditions Miscellaneous Amendments	APPROVED	Yes
Form	Government Funding	APPROVED	Yes

State: District of Columbia

Filing Company:

WESTCHESTER FIRE INSURANCE COMPANY

TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations

Product Name: 15-PR-2012681

Project Name/Number: ACE EXPRESS Private Company Management Indemnity Package / ACE EXPRESS Not for Profit Organization Indemnity Package Supplemental Endorsements/15-PR-2012681

Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1	APPROVED 09/08/2015	EPL Coverage Section Amended to Include Wage and Hour Claims Costs, Charges and Expenses Coverage Only Sublimit for Multiple Plaintiff Claims	PF-25524a	(02/13)	END	New			PF-25524a (02_13)_EPL Coverage Section Amended.pdf
2	APPROVED 09/08/2015	Unauthorized Access of Employee Information - EPL	PF-30323	(08/10)	END	New			PF-30323 (08_10)_Unauthorized Access of Employee Information - EPL.pdf
3	APPROVED 09/08/2015	General Terms and Conditions Miscellaneous Amendments	PF-30490a	(09/13)	END	New			PF-30490a (09_13)_General Terms and Conditions Miscellaneous Amendments.pdf
4	APPROVED 09/08/2015	Government Funding	PF-39401a	(12/12)	END	New			PF-39401a-Government Funding_FCA_N_.pdf

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

**EPL COVERAGE SECTION AMENDED TO INCLUDE WAGE AND HOUR CLAIMS
COSTS, CHARGES AND EXPENSES COVERAGE ONLY
SUBLIMIT FOR MULTIPLE PLAINTIFF CLAIMS**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period To	Effective Date of Endorsement
Issued By (Name of Insurance Company) Westchester Fire Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

**ACE EXPRESS PRIVATE COMPANY MANAGEMENT IDEMNITY POLICY
ACE EXPRESS NOT-FOR-PROFIT ORGANIZATION MANAGEMENT INDEMNITY POLICY**

It is agreed that the Employment Practices Coverage Section is amended as follows:

1. Section A, **INSURING CLAUSES**, subsection 1, **Employee** Insuring Agreement, is amended by adding the following:

The **Insurer** shall pay on behalf of the **Insureds** all **Costs, Charges and Expenses** which the **Insureds** have become legally obligated to pay by reason of a **Wage and Hour Claim** first made against the **Insureds** during the **Policy Period** or, if elected, the **Extended Period**, and reported to the **Insurer** pursuant to subsection E1 herein, for any **Employment Practices Wrongful Act** taking place prior to the end of the **Policy Period**. The coverage afforded under this Insuring Agreement is subject to the applicable Limit(s) of Liability stated in Item C of the Declarations, except for **Wage and Hour Claims** brought or maintained as **Multiple Plaintiff Claims**. Respecting such **Multiple Plaintiff Claims**, the maximum limit of the **Insurer's** liability for all **Costs, Charges and Expenses** in the aggregate arising from all such **Multiple Plaintiff Claims** shall be \$_____ (hereinafter known as the **Sub-limit of Liability**). This **Sub-limit of Liability** shall be part of and not in addition to the otherwise applicable aggregate Limit of Liability stated in the Declarations, and will in no way serve to increase such Limit of Liability.

This **Policy** shall not afford any coverage for **Loss** arising out of any **Wage and Hour Claim**, or attributable solely to any actual or alleged violation of any **Wage and Hour Law(s)**, other than **Costs, Charges and Expenses**.

In the event a **Multiple Plaintiff Claim** alleges any of the acts or omissions set forth in paragraph n) of the definition of **Employment Practices Wrongful Act** (as amended below), as well as any other covered **Employment Practices Wrongful Act**, the **Sub-limit of Liability** shall apply to those **Costs, Charges and Expenses** attributable to that portion of the **Multiple Plaintiff Claim** alleging the acts or omissions set forth in paragraph n). The applicable Limit of Liability stated in Item C of the Declarations shall apply to those **Costs, Charges and Expenses**, and all other **Loss**, attributable to that portion of the **Multiple Plaintiff Claim** alleging the other covered **Employment Practices Wrongful Act**.

2. Solely with respect to the coverage provided by this endorsement, the definition of **Employment Practices Wrongful Act** in Section B, Definitions, is amended by adding the following at the end thereof:

- n) (i) violation of any **Wage and Hour Law**; or (ii) improper payroll deductions, failure to pay wages, misclassification of exempt or non-exempt employee status, failure to pay compensation earned by or due to the claimant (including but not limited to commission, vacation and sick days, retirement benefits, and severance pay), failure to pay overtime pay for hours actually worked or labor actually performed, or any violation of any law, rule or regulation, or amendments thereto (whether statutory or common law, or otherwise), that governs the same topic or subject.

3. Solely with respect to the coverage provided by this endorsement, Section C, Exclusions, is amended by deleting Exclusion 4 in its entirety and adding the following:

Insurer shall not be liable for **Loss** under this Coverage Section attributable to that portion of any **Claim**:

- alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any violation of any California or Florida state or local **Wage and Hour Law**;
- which is brought or made in California or Florida alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any violation of any **Wage and Hour Law**.

4. Solely for purposes of this endorsement:

Multiple Plaintiff Claim means any **Claim** brought as a class action, whether certified or not; brought by more than one claimant or plaintiff; or brought by one claimant or plaintiff and joined or consolidated with another **Claim(s)** brought by one claimant or plaintiff.

Wage and Hour Claim means any **Claim**, or that portion of any **Claim**, alleging, based upon, arising out of, or attributable to: (i) any violation of any **Wage and Hour Law**; and/or (ii) improper payroll deductions, unpaid wages, misclassification of exempt or non-exempt employee status, compensation earned by or due to the claimant but not paid (including but not limited to commission, vacation and sick days, retirement benefits, and severance pay), overtime pay for hours actually worked or labor actually performed, or any violation of any law, rule or regulation, or amendments thereto (whether statutory or common law, or otherwise), that governs the same topic or subject.

Wage and Hour Law means: (i) the Fair Labor Standards Act (except the Equal Pay Act), as amended, or any rules or regulations promulgated thereunder, or similar provisions of any common or statutory federal, state, local or foreign law, or amendments thereto; and/or (ii) any law, rule or regulation, or amendments thereto (whether statutory or common law, or otherwise) governing or relating to: (a) the payment of wages, including payment of unpaid salary, hourly pay, on-call time and overtime pay; and/or (b) the classification of employees for purposes of determining employees' eligibility for compensation under such law, rules or regulations.

All other terms and conditions of this **Policy** remain unchanged.

UNAUTHORIZED ACCESS OF EMPLOYEE INFORMATION – EPL

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) Westchester Fire Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

ACE EXPRESS PRIVATE COMPANY MANAGEMENT INDEMNITY POLICY

It is agreed that the Employment Practices Coverage Section is amended as follows:

1. Section B, Definitions, is amended to add the following:

• **Unauthorized Access of Employee Information** means:

- a) the failure to prevent unauthorized access to, or the unauthorized use of, **Confidential Employment Information**, or
- b) the failure to notify an **Employee** of any actual or potential unauthorized access to, or the use of, such **Employee's Confidential Employment Information**, if such notification is required by any state or federal regulation or statute.

For the purpose of this definition, **Confidential Employment Information** means any information regarding an **Employee**, collected or stored by the **Company** for the purpose of establishing, maintaining or terminating the employment relationship.

2. Section B, Definitions, subsection 6, **Employment Practices Wrongful Act**, is amended to add the following:

Employment Practices Wrongful Act also means **Unauthorized Access of Employee Information**.

3. Section B, Definitions, subsection 10, **Loss**, is amended to add the following:

Loss shall also not include any expenses incurred:

- (i) to retain third party computer forensics services;
- (ii) to notify any **Employees** of an **Unauthorized Access of Employee Information**;
- (iii) to retain the services of a law firm to determine the **Insured's** indemnification rights under a written agreement with an independent contractor or to determine the **Insured's** obligations under any privacy regulations;
- (iv) for credit monitoring services; or
- (v) to retain a public relations firm, crisis management firm or law firm for advertising or related communications for the purpose of protecting or restoring the **Insured's** reputation.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

GENERAL TERMS AND CONDITIONS MISCELLANEOUS AMENDMENTS

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) Westchester Fire Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

ACE EXPRESS PRIVATE COMPANY MANAGEMENT INDEMNITY POLICY

It is agreed that the General Terms and Conditions are amended as follows:

1. The following sections are added:

- **Recoveries**

Notwithstanding any subrogation provisions or other provisions of the **Policy**, any recoveries of payments made by the **Insurer** shall be the sole property of the **Insurer**, but an amount equal to the amount of such recoveries, minus all costs incurred by the **Insurer** to obtain such recoveries, shall reinstate, in such amount, as of the date each recovery is received by the **Insurer**, the limits of liability of this **Policy** that were eroded or exhausted by any payment under this **Policy**.

- **Foreign Liberalization**

Where legally permissible, in regard to **Claims** brought and maintained solely in a **Foreign Jurisdiction** against a **Company** formed and operating in such **Foreign Jurisdiction** or an **Insured Person** thereof for **Wrongful Acts** committed in such **Foreign Jurisdiction**, the **Insurer** shall apply to such **Claim(s)** those terms and conditions (and related provisions) of the **Foreign Policy** registered with the appropriate regulatory body in such **Foreign Jurisdiction** that are more favorable to such **Insured** than the terms and conditions of this **Policy**. However, this paragraph shall apply only to:

1. the following provisions of the General Terms And Conditions:

- a. Section E, Cancellation,
- b. Section F, Estates, Legal Representatives, And Spouses,
- c. Section G, Authorization Clause,
- d. Section H, Discovery Period,
- e. Section I, Run-Off Coverage And Termination Of A Subsidiary,
- f. Section K, Territory of the General Terms And Conditions,
- g. Section L, Assistance, Cooperation And Subrogation,
- h. Section M, Action Against Insurer, Alteration And Assignment,

2. and the following provisions of any applicable Coverage Section:

- a. Insuring Clauses,

Authorized Representative

- b. Definitions,
- c. Exclusions,

and the comparable provisions of the **Foreign Policy**. In addition, this paragraph shall not apply to the non-renewal or claims made and reported provisions of any policy.

- **State Amendatory Inconsistency**

If there is an inconsistency between a state amendatory endorsement attached to this **Policy** and any other term or condition of this **Policy**, the **Insurer** shall, where permitted by law, apply either those terms and conditions of the state amendatory endorsement or the **Policy** form which are more favorable to the **Insured's** coverage.

2. The first sentence of Section B, Definitions, subsection 1, **Application**, is deleted in its entirety and the following is inserted:

Application means all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the **Insureds** to the **Insurer** in connection with the **Insurer** underwriting this **Policy** or any policy with an inception date within twelve (12) months prior to the inception date of this **Policy**, of which this **Policy** is a renewal or replacement.

3. Section B, Definitions, is amended to add the following:

- “**Foreign Jurisdiction**” means any jurisdiction, other than the United States or any of its territories or possessions.
- “**Foreign Policy**” means the **Insurer's** or any other member company of the ACE Group of Companies’ (“**ACE**”) standard directors’ and officers’ liability policy (including all mandatory endorsements, if any) approved by **ACE** to be sold within a **Foreign Jurisdiction** that provides coverage substantially similar to the coverage afforded under this **Policy**. If more than one such policy exists, then “**Foreign Policy**” means the standard policy most recently registered in the local language of the **Foreign Jurisdiction**, or if no such policy has been registered, then the policy most recently registered in that **Foreign Jurisdiction**. The term “**Foreign Policy**” shall not include any partnership managerial, pension trust or professional liability coverage.

4. Section D, Warranty And Non-Rescindability, is deleted in its entirety and the following is inserted:

D. WARRANTY AND NON-RESCINDABILITY

It is warranted that the particulars and statements contained in the **Application** are the basis of this **Policy** and are to be considered as incorporated into and constituting a part of this **Policy** and each Coverage Section. By acceptance of this **Policy**, the **Insureds** agree that the statements in the **Application** are their representations, and that this **Policy** and each Coverage Section are issued in reliance upon the truth of such representations.

For purposes of this Section, the knowledge of a natural person **Insured** shall not be imputed to any other natural person **Insured**, and the knowledge of only the chief executive officer and chief financial officer (and additionally, with respect to the Fiduciary Coverage Section, the **Application** signatory) shall be imputed to an entity **Insured**.

This **Policy** and any Coverage Sections shall not be rescinded by the **Insurer** in whole or in part for any reason.

Authorized Representative

5. Section H, Discovery Period, subsection 2, is deleted in its entirety and the following is inserted:
2. As a condition precedent to the right to purchase the **Discovery Period** set forth in subsection H1 above, the total premium for the **Policy** must have been paid. Such right to purchase the **Discovery Period** shall terminate unless written notice, together with full payment of the premium for the **Discovery Period**, is received by **Insurer** within 60 days after the effective date of cancellation, or, in the event of a refusal to renew, within 60 days after the **Policy** expiration date. If such notice and premium payment is not so given to **Insurer**, there shall be no right to purchase the **Discovery Period**.
6. Section I, Run-Off Coverage and Termination of a Subsidiary, subsection 1, is amended to add the following:
- d) If a **Run-off Period** is not elected and purchased, then coverage under this **Policy** will continue in full force and effect until termination of this **Policy**, but only with respect to **Claims** for **Wrongful Acts** taking place before such **Takeover**. Coverage under this **Policy** will cease as of the effective date of such **Takeover** with respect to **Claims** for **Wrongful Acts** taking place after such **Takeover**. This **Policy** may not be canceled after the effective time of the **Takeover**, and the entire premium for this **Policy** shall be deemed earned as of such time.
7. Section J, Alternative Dispute Resolution, is deleted in its entirety and the following is inserted:

J. ALTERNATIVE DISPUTE RESOLUTION

In the event of a dispute or controversy arising out of or relating to this **Policy** or the breach, termination or invalidity thereof, the **Insured** may commence a judicial proceeding or elect the alternative dispute resolution proceeding process (“ADR”) described below.

The **Insurer** shall submit any dispute or controversy arising out of or relating to this **Policy** or the breach, termination or invalidity thereof to the ADR process described below.

Either an **Insured** or the **Insurer** may elect the type of ADR process discussed below; provided, however, that the **Insured** shall have the right to reject the choice by the **Insurer** of the type of ADR process at any time prior to its commencement, in which case the choice by the **Insured** of ADR process shall control.

There shall be two choices of ADR process: (1) non-binding mediation administered by any mediation facility to which the **Insurer** and the **Insured** mutually agree, in which the **Insured** and the **Insurer** shall try in good faith to settle the dispute by mediation in accordance with the then-prevailing commercial mediation rules of the mediation facility; or (2) non-binding arbitration submitted to any arbitration facility to which the **Insured** and the **Insurer** mutually agree, in which the arbitration panel shall consist of three disinterested individuals. In either mediation or arbitration, the mediator or arbitrators shall have knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute. In the event of arbitration, the decision of the arbitrators shall be provided to both parties, and the award of the arbitrators shall not include attorneys’ fees or other costs. In the event of either mediation or arbitration, either party shall have the right to commence a judicial proceeding; provided, however, that no such judicial proceeding shall be commenced by the **Insurer** until the conclusion of the arbitration, or in the event of mediation, at least 60 days after the date the mediation shall be deemed concluded or terminated. In all events, each party shall share equally the expenses of the ADR process.

Either ADR process may be commenced in New York, New York or in the state indicated in Item A of the Declarations as the principal address of the **Parent Company**. The **Parent Company** shall act on behalf of each and every **Insured** in connection with any ADR process under this section.

Authorized Representative

Should the **Insured** elect to commence a judicial proceeding, the **Insurer** may pursue all of its rights and remedies available in such judicial proceeding, and any requirement that the **Insurer** pursue an ADR process shall no longer exist, regardless of whether the **Insured** maintains a judicial proceeding or not.

8. Section L, Assistance, Cooperation and Subrogation, is amended to add the following:

In no event, however, shall the **Insurer** exercise its rights of subrogation against a natural person **Insured** under this **Policy** unless there is a final and non-appealable adjudication against a natural person **Insured** establishing (i) the gaining of any profit, remuneration or financial advantage to which a natural person **Insured** was not legally entitled, or (ii) any dishonest, deliberately fraudulent or criminal act.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

GOVERNMENT FUNDING

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			To
Issued By (Name of Insurance Company) Westchester Fire Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

ACE EXPRESS NOT-FOR-PROFIT ORGANIZATION MANAGEMENT INDEMNITY POLICY

It is agreed that the **Policy** is amended as follows:

1. Section B, Definitions, subsection 11, **Loss**, of the Insured Persons and Organization Coverage Section, is amended to add the following:

Loss shall not include the return of funds which were received directly or indirectly from any federal, state or local governmental agency and any interest, fines or penalties arising out of the return of such funds. Provided, however, that with regard to **Claims** for any actual or alleged violation of the Federal False Claims Act or any similar federal, state, or local statutory law or common law anywhere in the world, this **Policy** shall pay **Loss** up to an amount not to exceed \$1,000,000 ("**Government Funding Sublimit of Liability**"). The **Government Funding Sublimit of Liability** shall be part of and not in addition to the applicable aggregate Limit of Liability set forth in the Declarations. However, it is agreed that the **Insurer** shall pay 50% of such **Loss**, excess of a retention in the amount of \$1,000,000, up to the **Government Funding Sublimit of Liability**, and subject to the applicable aggregate Limit of Liability set forth in the Declarations. The remaining 50% of such **Loss** shall be borne by the **Insureds** uninsured and at their own risk.

2. Section C, Limits of Liability, Retentions And Deductibles, subsection 3, of the General Terms and Conditions, is deleted in its entirety and the following is inserted:

3. In the event that any **Claim** is covered, in whole or in part, under two or more Insuring Clauses or more than one Coverage Section, the total applicable Retention or Deductible shall not exceed the single largest applicable Retention or Deductible and such Retention or Deductible shall apply to all **Loss** covered under this **Policy**.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

SERFF Tracking #:

ACEH-130205442

State Tracking #:

Company Tracking #:

15-PR-2012681 (OL)

State:

District of Columbia

Filing Company:

WESTCHESTER FIRE INSURANCE COMPANY

TOI/Sub-TOI:

17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations

Product Name:

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Project Name/Number:

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Supporting Document Schedules

Bypassed - Item:	Readability Certificate
Bypass Reason:	Not Applicable to this filing
Attachment(s):	
Item Status:	APPROVED
Status Date:	09/08/2015

Bypassed - Item:	Consulting Authorization
Bypass Reason:	Not Applicable - filing is not submitted by a Third Party
Attachment(s):	
Item Status:	APPROVED
Status Date:	09/08/2015

Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	Not Applicable to this filing
Attachment(s):	
Item Status:	APPROVED
Status Date:	09/08/2015

Bypassed - Item:	Expedited SERFF Filing Transmittal Form
Bypass Reason:	Not Applicable to this filing
Attachment(s):	
Item Status:	APPROVED
Status Date:	09/08/2015

Satisfied - Item:	Form Number Chart CRS Supplemental Endorsement Filing
Comments:	
Attachment(s):	Form Number Chart CRS Supplemental Endorsement Filing.pdf
Item Status:	APPROVED
Status Date:	09/08/2015

BUSINESS UNIT: ACE Professional Risk
CONTACT NAME & NUMBER: Robin Burton 5-1714

Filed/issuing company: Westchester Fire Insurance Company
 Path to Reference Connect:

ACE Express Private Company Management Indemnity Insurance Program and ACE
 Express Not for Profit Management Indemnity Insurance Program

Filing Number:

LINE OF BUSINESS/PROGRAM NAME:

Form Number (Edition Date)	New / Replaced Form Number	Title	Form Type (Policy Form, Dec Page, Endorsement)	Private or Not for Profit or Both	Mandatory/ Optional	Coverage Section Modified	States Applicable	Restricts, Broadens or Clarifies Coverage	Usage Rules (e.g. Provides/excludes coverage for...
PF - 25524a (02/13)	New	EPL Coverage Section Amended to Include Wage and Hour Claims/Costs, Charges and Expenses Coverage Only/Sublimit for Multiple Plaintiff Claims	Endorsement	Both	Optional	EPL	ALL except AK, HI, LA, ME, NY, VT & WY	Broadens	Amends policy to include wage and hour costs
PF - 30323 (08/10)	New	Unauthorized Access of Employee Information - EPL	Endorsement	Private	Optional	EPL	ALL except AK, HI, LA, ME, NY, VT & WY	Broadens	Amends definition of Employment Practices Wrongful Act to include unauthorized access to employee information.
PF - 30490a (09/13)	New	General Terms and Conditions Miscellaneous Amendments	Endorsement	Private	Optional	GTC	ALL except AK, AL,AR, DE, FL, HI, GA, ID,LA, KS,KY, ME,MT, NC, NH,NV, NY, OK, OR, PA, SD, VA, VT, WV & WY	Clarifies	Amends various sections of the General Terms and Conditions
PF - 37254 (03/12)	New	Amendatory Endorsement - Texas/Crime Coverage Section	Endorsement	Private	Mandatory	GTC, Crime	Texas	Clarifies	Amends policy to meet state requirements
PF - 39401a (12/12)	New	Government Funding	Endorsement	Not for Profit	Optional	GTC, D&O	ALL except AK, HI, LA, ME, NY, VT & WY	Restricts	Excludes coverage for claims arising from return of funds with sub-limited carve back for Federal False Claims Act and similar laws
PF -46579 (08/15)	New	General Terms and Conditions Miscellaneous Amendments	Endorsement	Private	Optional	GTC	AK, AL, AR, DE,FL, GA, ID, KY, NC, NV, OK, PA, SD, VA & WV	Clarifies	Amends various sections of the General Terms and Conditions
PF - 46580 (08/15)	New	General Terms and Conditions Miscellaneous Amendments	Endorsement	Private	Optional	GTC	MT, OR, KS	Clarifies	Amends various sections of the General Terms and Conditions
PF - 46581 (08/15)	New	General Terms and Conditions Miscellaneous Amendments	Endorsement	Private	Optional	GTC	NH	Clarifies	Amends various sections of the General Terms and Conditions