



“A dynamic innovation in business liability protection”

Product Profile

PRODUCT NAME:	Epack This policy provides the opportunity to purchase individually, or as a package the following coverages: Employment Practices Liability, Directors & Officers Liability, Entity Liability, Fiduciary Liability and Miscellaneous Professional Liability coverage.
ELIGIBILITY:	All classes of business meeting the following criteria: <ul style="list-style-type: none"> • Less than \$1Billion in assets and revenues; • Privately owned corporations; limited liability companies; issuers of publicly registered debt
FILING STATUS:	Admitted in all states except: Wyoming

General Terms and Conditions

General Terms and Conditions applicable to all COVERAGES:		
	Claims Made Coverage	Claims must be made against the insured during the policy period and reported to the insurer during the policy period or within 90 days after the end of the policy period or the Extended Reporting Period, if any.
	Limits of liability	<p>Specific limit options not shown. Limits are written in excess of the retention.</p> <p>Limits of liability are written as either a:</p> <ul style="list-style-type: none"> • Single aggregate limit of liability covering all coverage parts; or • Scheduled limit of liability. When scheduled, specific aggregate limits of liability are selected for each coverage part (and for specific coverages within specific Coverage Parts). • Defense costs erode the limits of liability.

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	Deductibles / Retentions	<ul style="list-style-type: none"> • Flexible retention & limits options. • Aggregate or separate limits available. • \$0 D&O and Fiduciary retentions available to qualified Applicants.
	Extended Reporting Period	Optional 1-year ERP at 75% of annualized policy premium, unless superceded by specific state regulations. Longer ERPs available by request.
	Consent to Settlement	Insured must consent to the settlement of claims, but insured pays excess defense and indemnity if insured rejects settlement recommended by company and acceptable to claimant.
	Mediation Incentive	If claim settled through mediation, the retention will be reduced by 50% or \$10,000, whichever is less.
	Potential Claims	Provides for reporting of potential claims.
	Application	<ul style="list-style-type: none"> • Representations or acts of one insured person are not imputed to another insured person. • Representations of executive officers are imputed to the insured company.
	Spousal Liability Coverage	Automatically provided.
	Bankruptcy Coverage	Insured company automatically includes debtor-in-possession.
	Cancellation/ Non-renewal	<ul style="list-style-type: none"> • Noncancellable by Insurer except for non-payment of premium. • Notice of Non-Renewal or New Terms: Insurer must give 60 days prior notice of non-renewal or of a proposal to renew on different terms and conditions.
	Subsidiary	Newly acquired subs are automatically covered if amount paid by named insured does not exceed 25% of the total consolidated assets of named insured.
	Territory	Coverage applies worldwide.

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Employment Practices Liability Coverage Part

Employment Practices Liability COVERAGE PART		Provides coverage for claims arising from wrongful employment related practices.
	Broad "Insured" Definition	Covers the entity and its directors, officers (and managers if a LLC) and full-time or part-time seasonal, temporary, leased or loaned employees.
	Broad "Claim" Definition	<ul style="list-style-type: none"> • Covers a written demand for monetary damages • Covers a formal civil, administrative, or regulatory proceeding or investigation or an arbitration.
	Broad "Loss" Definition	<ul style="list-style-type: none"> • Covers damages, settlements, judgments, defense costs and pre-judgment and post-judgment interest. • Covers punitive, exemplary or multiple damages. • Insurer may not challenge insureds' reasonable determination of punitive damage insurability.
	Broad Claimant Description	<ul style="list-style-type: none"> • Covers claims by past, present or prospective full-time or part-time employees. • Covers claims by loaned, leased, seasonal and temporary employees. • Covers claims by applicants for employment.
	Broad Definition of Covered "Wrongful Employment Practices"	<p>Includes:</p> <ul style="list-style-type: none"> • wrongful termination; • discrimination; • sexual and workplace harassment; • violation of any federal, state, local or common law concerning employment; • failure to adopt adequate employment policies; • defamation and retaliation against employees; • employment related misrepresentation; • wrongful deprivation of career opportunity; • negligent evaluation; • retaliation; • employment-related defamation; • employment related wrongful infliction of emotional distress
	Exclusions Eliminated or Limited	<ul style="list-style-type: none"> • No exclusion for emotional distress or mental anguish. • Pending and Prior litigation exclusion does not apply to prior EEOC proceedings brought by a different employee. • Illegal profit exclusion applies only if it is established in a final adjudication by a judge, jury or arbitrator that the insured gained illegal profit, remuneration or pecuniary advantage. Acts of one insured person are not imputed to another insured person.

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		<ul style="list-style-type: none">• Fraud exclusion applies only if it is established in a final adjudication by a judge, jury or arbitrator that the insured committed fraudulent or criminal acts with actual knowledge of their wrongful nature or with intent to cause damage. Acts of one insured person are not imputed to another insured person.• ERISA, workers compensation, COBRA, Fair Labor <ul style="list-style-type: none">• Standards Act, National Labor Relations Act, OSHA, etc. violation exclusion does not apply to retaliation claims by employees for exercising their rights under such laws.• Pollution exclusion does not apply to claims for retaliatory treatment. <p>Defense Costs provided for:</p> <ul style="list-style-type: none">• Non-monetary relief• Disability accommodations• Claims arising from Employment contract/severance package
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Directors and Officers Liability Coverage Part

Directors and Officers Liability COVERAGE PART		Provides coverage for claims arising from the “wrongful acts” of “insured persons” while serving in their capacity as directors or officers.
	Broad “Insured Persons” Definition	<ul style="list-style-type: none"> Covers directors and officers (and managers if an LLC). Covers the functional equivalent of directors and officers with foreign subsidiaries.
	Broad Claim Definition	<ul style="list-style-type: none"> Covers civil and criminal proceedings and arbitrations. Covers written demands for monetary damages or non-monetary relief. Covers formal administrative and regulatory adjudicatory proceedings against insured persons. Covers formal investigations.
	Broad Loss Definitions	<ul style="list-style-type: none"> Covers damages, settlements, judgments, defense costs and pre-judgment and post-judgment interest. Covers punitive, exemplary and multiple damages, except in employment claims. Insurer may not challenge insureds’ reasonable determination of punitive damage insurability.
	Some typical exclusions are eliminated or limited	<ul style="list-style-type: none"> Pollution exclusion is not applicable to indemnified securities claims. Insured versus insured exclusion is not applicable to employment-related claims by officers who are not directors. Illegal profit exclusion applies only if it is established in a final adjudication by a judge, jury or arbitrator that the insured gained illegal profit, remuneration or advantage. Acts of one insured person are not imputed to another insured person. Fraud exclusion applies only if it is established in a final adjudication by a judge, jury or arbitrator that the insured committed fraudulent or criminal acts with actual knowledge of their wrongful nature or with intent to cause damage. Acts of one insured person are not imputed to another insured person. Securities Exclusion does not apply to private placements.
	Outside Directorship Liability	<ul style="list-style-type: none"> 501(c)(3) outside directorship automatically covered if part of regularly assigned duties or at the written request of the Named Insured.

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Entity Liability Coverage Part

Entity Liability COVERAGE PART		General Entity Coverage – provides coverage for the Company’s liability arising out of its wrongful acts and the wrongful acts of those persons for which it is legally responsible.
	Broad “Loss” Definition	<ul style="list-style-type: none"> Covers damages, settlements, judgments, pre- and post- judgment interest and defense costs.
	Broad “Claim” Definition	<ul style="list-style-type: none"> Covers written demands for monetary damages or non-monetary relief. Covers civil and criminal proceedings and arbitrations. Covers formal administrative and regulatory adjudicatory proceedings.
	Exclusions Eliminated or Limited	<ul style="list-style-type: none"> Illegal profit exclusion applies only if it is established in a final adjudication by a judge, jury or arbitrator that the insured gained illegal profit, remuneration or pecuniary advantage. Fraud exclusion applies only if it is established in a final adjudication by a judge, jury or arbitrator that the insured committed fraudulent or criminal acts with actual knowledge of their wrongful nature or with intent to cause damage. Securities Exclusion does not apply to private placements. <p>Note that unlike the other coverage parts, punitive, exemplary and multiple damages are excluded.</p>
	Exclusions applicable to all “Loss”	<ul style="list-style-type: none"> Anti-trust Intellectual property infringement Libel, slander and defamation Products liability

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Fiduciary Liability Coverage Part:

Fiduciary Liability COVERAGE PART	Broad Insuring Agreement	<ul style="list-style-type: none"> Covers claims for wrongful acts by insureds as fiduciaries or administrators of insured welfare plans, pension plans and government-mandated insurance plans of the insured company. Coverage applies to liability of the insureds both for their own wrongful acts and the wrongful acts of any natural person for whom the insureds are legally responsible.
	Broad "Insured" Definition	<ul style="list-style-type: none"> Insureds include the insured company, the plans, and directors, officers, natural person trustees or employees of the insured company or the plans.
	Plan Coverage	Plans do not need to be scheduled.
	Broad "Claim" Definition	<ul style="list-style-type: none"> Covers civil, criminal, administrative and regulatory proceedings and arbitrations. Covers written demands for monetary damages or non-monetary relief. Covers formal investigations.
	Broad "Loss" Definition	<ul style="list-style-type: none"> Covers damages, settlements, judgments, defense costs and pre-judgment and post-judgment interest Covers punitive, exemplary or multiple damages Insurer may not challenge insureds' reasonable determination of punitive damage insurability
	Exclusions Eliminated or Limited	<ul style="list-style-type: none"> Illegal profit exclusion applies only if it is established in a final adjudication by a judge, jury or arbitrator that the insured gained illegal profit, remuneration or advantage. Acts of one insured person are not imputed to another insured person. Fraud exclusion applies only if it is established in a final adjudication by a judge, jury or arbitrator that the insured committed fraudulent or criminal acts with actual knowledge of their wrongful nature or with intent to cause damage. Acts of one insured person are not imputed to another insured person. Defense costs coverage for claims relating to failure to collect employer contributions, return of employer contributions or plan assets, or for benefits due under a plan. Benefits due exclusion does not apply if benefits are payable as a personal obligation of a natural person Insured. Civil penalties pursuant to ERISA Section 502(i) or (l) are not excluded.

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Miscellaneous Professional Liability Coverage Part:

Miscellaneous Professional Liability Coverage Part		<ul style="list-style-type: none"> • Provides coverage for wrongful acts of the insureds arising out of the rendering by them of professional services for a fee. • Coverage applies to liability of the insureds both for their own wrongful acts and the wrongful acts of any person for whom the insureds are legally responsible.
	Broad Definition of "Claim"	<p>Claim, which includes a claim for personal injury as defined in the policy, means a written demand for monetary damages or non-monetary relief including:</p> <ul style="list-style-type: none"> • civil adjudicatory proceeding or arbitration; • a formal administrative or regulatory adjudicatory proceeding; or • a formal civil, administrative or regulatory investigation.
	Broad "Insured Person" Definition	<p>Insured person includes former partner, officer, director, or employee for professional services rendered at the time of such affiliation.</p>
	Broad "Loss" definition	<ul style="list-style-type: none"> • Provides coverage for punitive, exemplary or multiple damages. • Insurer may not challenge insureds' reasonable determination of punitive damage insurability.
	Some typical exclusions have been limited	<ul style="list-style-type: none"> • Owned entity exclusion applies only if owned corporation is more than 50% owned (if privately held) or more than 10% owned (if publicly traded). • Illegal profit exclusion applies only if it is established in a final adjudication by a judge, jury or arbitrator that the insured gained illegal profit, remuneration or advantage. Acts of one insured person are not imputed to another insured person. • Fraud exclusion applies only if it is established in a final adjudication by a judge, jury or arbitrator that the insured committed fraudulent or criminal acts with actual knowledge of their wrongful nature or with intent to cause damage. Acts of one insured person are not imputed to another insured person.

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