

State: District of Columbia **Filing Company:** Atlantic Specialty Insurance Company
TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2019 Professional Errors and Omissions Liability
Product Name: Employment Practices Liability
Project Name/Number: /2016-1

Filing at a Glance

Company: Atlantic Specialty Insurance Company
 Product Name: Employment Practices Liability
 State: District of Columbia
 TOI: 17.2 Other Liability-Claims Made Only
 Sub-TOI: 17.2019 Professional Errors and Omissions Liability
 Filing Type: Form
 Date Submitted: 10/21/2016
 SERFF Tr Num: BEAC-130778155
 SERFF Status: Closed-APPROVED
 State Tr Num:
 State Status:
 Co Tr Num: ASIC-EPLI-FO-DC-2016-1

 Effective Date: On Approval
 Requested (New):
 Effective Date: On Approval
 Requested (Renewal):
 Author(s): Judith Carrasco, Renata Wright
 Reviewer(s): Angela King (primary)
 Disposition Date: 11/15/2016
 Disposition Status: APPROVED
 Effective Date (New): 11/15/2016
 Effective Date (Renewal): 11/15/2016

State: District of Columbia **Filing Company:** Atlantic Specialty Insurance Company
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General Information

Project Name: Status of Filing in Domicile:
Project Number: 2016-1 Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 11/15/2016
State Status Changed: Deemer Date:
Created By: Renata Wright Submitted By: Renata Wright
Corresponding Filing Tracking Number:

Filing Description:

On behalf of Atlantic Specialty Insurance Company (the Company), we are submitting this form filing in connection with our Employment Practice Liability program on file with your Department.

This filing consists of new endorsements and one revised endorsement. In addition to the endorsements, we are including a forms listing and any necessary transmittals.

The Company reserves the right to reformat the forms included in this filing as needed for printing and system adjustments. The Company also reserves the right to use the forms included in this filing in a variety of media, such as the internet, with the understanding that there might be slight accommodations made for viewing or using the forms in such media. The Company agrees that it will satisfy applicable legal requirements for font size and any other relevant formatting requirements if it makes any adjustments to the form of the forms included in this filing.

The Company respectfully requests that this filing be made available for new and renewal business on the earliest possible effective date in accordance with your State's laws.

We trust you will find this submission acceptable, and as such look forward to your approval. Please do not hesitate to contact us with any questions or concerns.

Company and Contact

Filing Contact Information

Renata Wright, Senior Filing and Compliance Specialist
199 Scott Swamp Road Farmington, CT 06032
rawright@onebeacon.com
860-321-2595 [Phone]

Filing Company Information

Atlantic Specialty Insurance Company	CoCode: 27154	State of Domicile: New York
150 Royall Street	Group Code: 1129	Company Type:
Canton, MA 02021-1030	Group Name: White Mountains Ins Group	State ID Number:
(781) 332-7000 ext. [Phone]	FEIN Number: 13-3362309	

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Filing Fees

State Fees

Fee Required? No

Retaliatory? No

Fee Explanation:

SERFF Tracking #:

BEAC-130778155

State Tracking #:

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State:

District of Columbia

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17.2 Other Liability-Claims Made Only/17.2019 Professional Errors and Omissions Liability

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/2016-1

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
APPROVED	Angela King	11/15/2016	11/15/2016

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Disposition

Disposition Date: 11/15/2016
 Effective Date (New): 11/15/2016
 Effective Date (Renewal): 11/15/2016
 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	forms listing	APPROVED	Yes
Supporting Document	mark up	APPROVED	Yes
Form	Risk Management Services Endorsement	APPROVED	Yes
Form	Delete Endorsement	APPROVED	Yes
Form	Pre-Approved Counsel Endorsement	APPROVED	Yes
Form	Amend Definition of Workplace Tort Endorsement	APPROVED	Yes
Form	Amend Definition of Loss Endorsement	APPROVED	Yes
Form	Amend Definition of Independent Contractor Endorsement	APPROVED	Yes
Form	Separate Retention for Claims Made In Specified State Endorsement	APPROVED	Yes

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Filing Company: Atlantic Specialty Insurance Company

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 11/15/2016	Risk Management Services Endorsement	BMP-00001a	03-11	END	New		0.000	BMP-00001a-03-11 Risk Management Services Endorsement (all other).pdf
2	APPROVED 11/15/2016	Delete Endorsement	NPE-20029	04-16	END	Replaced	<i>Previous Filing Number:</i> BEAC-130043739 <i>Replaced Form Number:</i> NPE-20029-09-10	0.000	NPE-20029-04-16 Delete Endorsement rev.pdf
3	APPROVED 11/15/2016	Pre-Approved Counsel Endorsement	NPE-20054	03-15	END	New		0.000	NPE-20054-03-15 Pre-approved counsel endorsement (3 rates).pdf
4	APPROVED 11/15/2016	Amend Definition of Workplace Tort Endorsement	NPE-20055	09-15	END	New		0.000	NPE-20055-09-15 Amend Workplace Tort to include negligent training.pdf
5	APPROVED 11/15/2016	Amend Definition of Loss Endorsement	NPE-20056	09-15	END	New		0.000	NPE-20056-09-15 Amend Loss to include Multiplied Damages.pdf
6	APPROVED 11/15/2016	Amend Definition of Independent Contractor Endorsement	NPE-20057	10-15	END	New		0.000	NPE-20057-10-15 Amend Independent Contractor (match MML PC definition) doc.pdf
7	APPROVED 11/15/2016	Separate Retention for Claims Made In Specified State Endorsement	NPE-20058	05-16	END	New		0.000	NPE-20058-05-16 Separate Retention for Claims Brought-Maintained in Specified State.pdf

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Product Name:

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/2016-1

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

ENDORSEMENT NO. ____
RISK MANAGEMENT SERVICES ENDORSEMENT

This Endorsement, which is effective at 12:01 a.m. on _____, forms part of:

Policy No. <
Issued to <
Issued by <

In consideration of the premium charged:

The Underwriter directly or indirectly makes available risk management services in connection with this Policy for the purpose of managing and reducing the risks covered under this Policy. Such risk management services may cease or change in the sole discretion of the Underwriter at any time.

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. <>
DELETE ENDORSEMENT

This Endorsement, which is effective at 12:01 a.m. on < >, forms part of:

Policy No.: <

Issued To: <

Issued By: <

In consideration of the premium charged, the following Endorsement Number(s) to this Policy is/are deleted in its/their entirety and shall be of no force or effect from and after the effective date of this Endorsement.

<EndorsementNumber(s)>

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. <EN>
PRE-APPROVED COUNSEL ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE> forms part of

Policy No.
Issued to
Issued by

In consideration of the premium charged, the **Insureds** will be permitted to use <LAWFIRM> to represent them with respect to **Claims** under this Policy. The foregoing permission, and any obligation of the Underwriter to pay **Defense Expenses** to such counsel pursuant to this Policy, is expressly conditioned on the following:

- (1) The Underwriter shall be reasonably satisfied that such counsel is able and competent to handle any **Claim** for which such counsel is engaged to provide legal services;
- (2) Such counsel shall adhere in all respects to the Underwriter's Litigation Management Guidelines in effect when such **Claim** is assigned to counsel;
- (3) The Underwriter shall pay such counsel at a maximum rate of <RateOfPay> per hour for all work performed by partners, <RateOfPay2> per hour for all work performed by associates and <RateOfPay3> per hour for all work performed by paralegals; and
- (4) Such counsel maintains an office in the judicial jurisdiction in which such **Claim** is pending.

It is understood and agreed that payment by an **Insured** of any fees in excess of the rates set forth in subparagraph (3) above shall not reduce the applicable retention.

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. <EN>
AMEND DEFINITION OF WORKPLACE TORT ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on _____, forms part of

Policy No. <
Issued to <
Issued by <

In consideration of the premium charged, the term "**Workplace Tort**," as defined in Section II DEFINITIONS (R) of this Policy, is amended to include employment-related negligent training of an **Employee**, but only when alleged as part of a **Claim** for an otherwise-covered **Wrongful Employment Act**.

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. <EN>
AMEND DEFINITION OF LOSS ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on _____, forms part of

Policy No. <
Issued to <
Issued by <

In consideration of the premium charged, the term "**Loss**," as defined in Section II DEFINITIONS (L) of this Policy, is amended to read in its entirety as follows:

- (L) "**Loss**" means **Defense Expenses** and any monetary amount an **Insured** is legally obligated to pay as a result of a **Claim**, including: compensatory damages; punitive or exemplary damages or the multiplied portion of any multiplied damage award if and to the extent that such damages are insurable by law in the jurisdiction most favorable to the insurability of such damages, where such jurisdiction has a substantial relationship to the **Insureds**, the Underwriter, the **Wrongful Employment Act** giving rise to the **Claim** or where the **Claim** is made; back pay; front pay; pre- or post-judgment interest; settlements; and premiums on appeal bonds required to be furnished in any defended suit. **Loss** does not include:
- (1) fines, penalties, sanctions, taxes or liquidated damages;
 - (2) any costs associated with the modification of any building or property in order to provide any reasonable accommodations required by, made as a result of, or to conform with the requirements of, the Americans With Disabilities Act or any amendments thereto or regulations promulgated thereunder, or any similar federal, state or local statute, ordinance, regulation or common law;
 - (3) any other non-monetary or equitable relief or redress awarded against an **Insured**, including without limitation the cost of complying with any injunctive, declaratory or administrative relief;
 - (4) severance pay or damages determined to be owed under an express written contract of employment, an independent contractor services agreement, a leased employee contract, or an express written obligation to make payment in the event of the termination of employment;
 - (5) payment of insurance plan benefits;
 - (6) commissions, bonuses, profit sharing, return of capital or equity, redemption of shares, unreimbursed expenses or distribution of profits;
 - (7) the return, restitution or disgorgement of fees, costs, expenses or commissions;
 - (8) amounts awarded pursuant to a labor or grievance arbitration or other proceeding pursuant to a collective bargaining agreement; or
 - (9) matters which are uninsurable under applicable law; provided, that with respect to punitive or exemplary damages or the multiplied portion of any

multiplied damage award, "applicable" shall be determined by the standards set forth above in this DEFINITION (L).

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. >
AMEND DEFINITION OF INDEPENDENT CONTRACTOR ENDORSEMENT

This Endorsement, which is effective at 12:01 a.m. on >, forms part of:

Policy No.
Issued to
Issued by

In consideration of the premium charged:

(1) The term "**Independent Contractor**," as defined in Section II DEFINITIONS (I) of this Policy, is amended to read in its entirety as follows:

(I) "**Independent Contractor**" means any person working for the **Firm** in the capacity of an independent contractor pursuant an **Independent Contractor Services Agreement**.

(2) Section II DEFINITIONS of this Policy is amended to include the following term:

"Independent Contractor Services Agreement" means any express contract or agreement between an **Independent Contractor** and the **Firm**.

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO.
SEPARATE RETENTION FOR CLAIMS MADE IN SPECIFIED STATE ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on > forms part of

Policy No.
Issued to
Issued by

In consideration of the premium charged:

- (1) Solely with respect to **Claims** brought or maintained in <State>, ITEM 4 of the Declarations is amended to read in its entirety as follows:

ITEM 4. **RETENTION**

<StateSpecificRetention> each **Claim**

- (2) In the event that different retention amounts apply to a **Claim**, it is understood and agreed that only one retention amount shall apply to such **Claim**, which shall be the single highest applicable retention amount.

All other terms, conditions and limitations of this Policy shall remain unchanged.

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Supporting Document Schedules

Bypassed - Item:	Readability Certificate
Bypass Reason:	not applicable
Attachment(s):	
Item Status:	APPROVED
Status Date:	11/15/2016

Bypassed - Item:	Consulting Authorization
Bypass Reason:	not applicable
Attachment(s):	
Item Status:	APPROVED
Status Date:	11/15/2016

Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	not applicable
Attachment(s):	
Item Status:	APPROVED
Status Date:	11/15/2016

Bypassed - Item:	Expedited SERFF Filing Transmittal Form
Bypass Reason:	not applicable
Attachment(s):	
Item Status:	APPROVED
Status Date:	11/15/2016

Satisfied - Item:	forms listing
Comments:	
Attachment(s):	DC EPL Forms Listing.pdf
Item Status:	APPROVED
Status Date:	11/15/2016

Satisfied - Item:	mark up
Comments:	
Attachment(s):	mark up NPE-20029.pdf
Item Status:	APPROVED

SERFF Tracking #:

BEAC-130778155

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Company Tracking #:

ASIC-EPLI-FO-DC-2016-1

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District of Columbia

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TOI/Sub-TOI:

17.2 Other Liability-Claims Made Only/17.2019 Professional Errors and Omissions Liability

Product Name:

Employment Practices Liability

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/2016-1

Status Date:

11/15/2016

**Atlantic Specialty Insurance Company
Employment Practices Liability Insurance
Forms List - District of Columbia**

Form Name	Form #/Edition Date
Applications	
Employment Practices Liability Insurance <For Law Firms> Application	NPA-20001-08-11
Employment Practices Liability Insurance <For Law Firms> Application Claim Summary Supplement	NPA-20002-08-11
Employment Practices Liability Insurance <For Law Firms> Application Financial Information Supplement	NPA-20003-08-11
Policy and Declarations	
Employment Practices Liability Insurance Policy <For Law Firms>	NPF-20001-11-08
Employment Practices Liability Insurance Policy <For Law Firms> - Declarations	NPD-20001-07-10
Endorsements	
Risk Management Services Endorsement	BMP-00001a-03-11
Duty To Defend Endorsement	NPE-20001-11-08
Duty To Defend With Pre-Approved Counsel Endorsement	NPE-20002-11-08
Amend Workplace Tort Endorsement	NPE-20003-11-08
ODL Endorsement	NPE-20004-11-08
Amend Item 1 Of The Declarations Endorsement	NPE-20005-11-08
Non-Pyramiding Endorsement	NPE-20006-11-08
Election of Extended Reporting Period Endorsement	NPE-20007-02-09
Professional Firms Endorsement	NPE-20009-06-09
Amend Prior and Pending Date Endorsement	NPE-20010-07-09
Employee Privacy Endorsement	NPE-20011-08-09
Continuity of Coverage Endorsement	NPE-20012-08-09
Defense Coverage for Partnership Agreement Disputes Endorsement	NPE-20013-09-09
Exclude Third Party Claims Endorsement	NPE-20014-10-09
Courtesy Endorsement	NPE-20016-12-09
Amend Exclusion (D)(3)(b) Endorsement	NPE-20017-12-09
Amend Exclusion (A)(2) Endorsement	NPE-20018-12-09
Illegal Hiring or Harboring Wrongful Act Endorsement	NPE-20019-12-09
Amend Exclusion (B)(2) Endorsement	NPE-20020-12-09
Amend Condiition (B)(3) Endorsement	NPE-20021-12-09
Amend Definition of Workplace Tort Endorsement	NPE-20022-12-09
Third Party Retention Endorsement	NPE-20023-01-10
Defense Coverage for Wage and Hour Claims Endorsement	NPE-20024-01-10
Defense Coverage for Wage and Hour Claims Endorsement	NPE-20025-01-10
Separate Retention for Claims by Specific Individuals Endorsement	NPE-20026-01-10
Punitive Damages Exclusion Endorsement	NPE-20027-02-10
Specific Insured Exclusion Endorsement	NPE-20028-07-10
Delete Endorsement	NPE-20029-04-16
Policy Extension Endorsement	NPE-20030-10-10
Amend Condition (B)(1) Endorsement	NPE-20031-12-10
Amend Condition (D)(3) Endorsement	NPE-20032-12-10
Amend Condition (J) Endorsement	NPE-20033-12-10
Tie-In Limits Endorsement	NPE-20034-05-11

Specific Event Exclusion Endorsement	NPE-20035-09-11
Run-Off Coverage Endorsement	NPE-20036-10-11
Amend Condition (H)(1) Endorsement	NPE-20037-10-11
Workplace Violence Reimbursement Coverage Endorsement	NPE-20038-01-12
Increased Limits Pending or Prior Litigation Exclusion Endorsement	NPE-20039-01-12
Amend Subrogation Endorsement	NPE-20040-04-12
Amend Item 7 of the Declarations Endorsement	NPE-20041-05-12
Amend Definition of Firm Endorsement	NPE-20042-06-12
Increased Limits of Liability Mid-Term Endorsement	NPE-20043-07-12
Amend Definition of Employee Endorsement	NPE-20044-07-12
Cancellation for Non-Payment of Premium Endorsement	NPE-20045-09-12
Amend Prior Notice Exclusion Endorsement	NPE-20046-09-12
Retirement Exclusion Endorsement	NPE-20047-10-12
Amend Item 5 of the Declarations Retroactive Date Endorsement	NPE-20048-12-12
Cancellation Endorsement	NPE-20049-03-13
Amend Miscellaneous Exclusions Endorsement	NPE-20050-09-13
Amend Retention Mid-Term Endorsement	NPE-20051-12-13
Amend Prior and Pending Date for Third Party Claims Endorsement	NPE-20052-02-14
Convert to Run-Off Coverage Endorsement	NPE-20053-11-14
Pre-Approved Counsel Endorsement	NPE-20054-03-15
Amend Definition of Workplace Tort Endorsement	NPE-20055-09-15
Amend Definition of Loss Endorsement	NPE-20056-09-15
Amend Definition of Independent Contractor Endorsement	NPE-20057-10-15
Separate Retention for Claims Made In Specified State Endorsement	NPE-20058-05-16

State Specific

District of Columbia Amendatory Endorsement	NPE-200DC-12-09
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ENDORSEMENT NO. ><>
DELETE ENDORSEMENT

This Endorsement, which is effective at 12:01 a.m. on < >, forms part of:

Policy No. → : <

Issued To → : <

Issued By → : <

In consideration of the premium charged, the following Endorsement ~~No.~~
<ENDNO>Number(s) to this Policy is/are deleted in its/their entirety and shall be of no
force or effect from and after the effective date of this Endorsement.

<EndorsementNumber(s)>

All other terms, conditions and limitations of this Policy shall remain unchanged.