

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

Filing at a Glance

Company: Employers Mutual Casualty Company
 Product Name: Linebacker
 State: California
 TOI: 17.0 Other Liability-Occ/Claims Made
 Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Filing Type: New Program
 Date Submitted: 08/06/2020
 SERFF Tr Num: EMCC-132483589
 SERFF Status: Closed-Approved
 State Tr Num: 20-3096
 State Status: Approved
 Co Tr Num: CA-LB-2020-01

 Effective Date: 01/15/2021
 Requested (New):
 Effective Date: 01/15/2021
 Requested (Renewal):
 Author(s): Patty Johnson
 Reviewer(s): Won Choi (primary), William Lee, Annie Chao
 Disposition Date: 03/11/2022
 Disposition Status: Approved
 Effective Date (New):
 Effective Date (Renewal):

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General Information

Project Name: Status of Filing in Domicile: Authorized
 Project Number: LB-Telecom, Private-20 Domicile Status Comments:
 Reference Organization: Reference Number:
 Reference Title: Advisory Org. Circular:
 Filing Status Changed: 03/11/2022
 State Status Changed: 03/11/2022 Deemer Date: 11/10/2020
 Created By: Patty Johnson Submitted By: Patty Johnson
 Corresponding Filing Tracking Number:

Filing Description:

Employers Mutual Casualty Company is pleased to introduce our independent program we refer to as "Linebacker".

We are introducing our Linebacker Public Officials Employment Practices Liability program and our Linebacker Private Entity Employment Practices Liability program for our telecommunications program. These programs are designed to cover the acts, errors and omissions, including civil rights violations committed by public officials or a private entity. The policies consist of two coverage parts: Public Officials Liability or Private Entity Liability and Employment Practices Liability. Please see the form memorandum for complete details of the forms being filed.

Linebacker does not cover bodily injury or property damage liability. However, it will defend against allegations of failure to maintain a road which lead to an accident or injury. The policy may not cover the salary of a terminated employee, but it will provide defense of allegations of wrongful termination.

The Linebacker base rates were developed through actuarial analysis and are based on our established countrywide program experience. The rates are adequate, sufficient and not unfairly discriminatory. Since this is a new program, there is no rate impact for this filing.

We supplement this filing with the following:

Prior Approval App
 Form Memorandum
 Copies of the forms
 Manual Pages LB-1, LB-X-1 – LB-X-11 and LB-TSMX-1 (new pages)

Company and Contact

Filing Contact Information

Patty Johnson, Filings Analyst Patty.M.Johnson@EMCIns.com
 PO Box 712 800-247-2128 [Phone] 2048 [Ext]
 Des Moines, IA 50306-0712 515-345-2223 [FAX]

Filing Company Information

Employers Mutual Casualty	CoCode: 21415	State of Domicile: Iowa
Company	Group Code: 62	Company Type: P & C
717 Mulberry Street	Group Name: EMC Insurance	State ID Number: 1575-0
Des Moines, IA 50309	Companies	
(515) 280-2511 ext. [Phone]	FEIN Number: 42-0234980	

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Filing Fees

State Fees

Fee Required? No

Retaliatory? No

Fee Explanation:

State Specific

Variance Requested? (Yes/No): No

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Annie Chao	03/11/2022	03/11/2022

Objection Letters and Response Letters

Objection Letters

Status	Created By	Created On	Date Submitted
Pending company response	Annie Chao	03/02/2022	03/02/2022
Pending company response	Annie Chao	02/28/2022	02/28/2022
Pending company response	Annie Chao	02/14/2022	02/14/2022
Pending company response	Annie Chao	01/28/2022	01/28/2022
Pending company response	Annie Chao	01/25/2022	01/25/2022
Pending company response	Won Choi	12/10/2021	12/10/2021
Pending company response	Won Choi	10/22/2021	10/29/2021
Pending company response	Won Choi	10/14/2021	10/14/2021
Pending company response	Won Choi	09/30/2021	09/30/2021
Pending company response	Won Choi	09/24/2021	09/24/2021

Response Letters

Responded By	Created On	Date Submitted
Patty Johnson	03/03/2022	03/03/2022
Patty Johnson	03/02/2022	03/02/2022
Patty Johnson	02/22/2022	02/22/2022
Patty Johnson	02/03/2022	02/03/2022
Patty Johnson	01/28/2022	01/28/2022
Patty Johnson	12/15/2021	12/15/2021
Patty Johnson	11/04/2021	11/04/2021
Patty Johnson	10/18/2021	10/18/2021
Patty Johnson	10/06/2021	10/06/2021
Patty Johnson	09/29/2021	09/29/2021

State: California

Filing Company:

Employers Mutual Casualty Company

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations

Product Name: Linebacker

Project Name/Number: /LB-Telecom, Private-20

Objection Letters and Response Letters

Objection Letters

Status	Created By	Created On	Date Submitted
Respond immediately	Won Choi	11/02/2020	11/02/2020
Rejected at Intake	Bea Mariano	09/03/2020	09/03/2020
Rejected at Intake	Bea Mariano	08/28/2020	08/28/2020
Rejected at Intake	Bea Mariano	08/19/2020	08/19/2020
Respond immediately	Bea Mariano	08/14/2020	08/14/2020

Response Letters

Responded By	Created On	Date Submitted
Patty Johnson	11/02/2020	11/02/2020
Patty Johnson	09/03/2020	09/03/2020
Patty Johnson	09/03/2020	09/03/2020
Patty Johnson	08/28/2020	08/28/2020
Patty Johnson	08/17/2020	08/17/2020

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
RE: Clarification	Note To Filer	Won Choi	09/30/2021	09/30/2021
Clarification	Note To Reviewer	Patty Johnson	09/27/2021	09/27/2021
RE: Status of Filing	Note To Filer	Won Choi	09/24/2021	09/24/2021
Status of Filing	Note To Reviewer	Patty Johnson	07/08/2021	07/08/2021
Status of Filing	Note To Reviewer	Patty Johnson	05/20/2021	05/20/2021

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Disposition

Disposition Date: 03/11/2022

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment: Only the changes specifically indicated in the application set forth above, as it may have been amended, are approved. Nothing in this letter shall constitute approval of any other application, whether incorporated by reference, or filed prior or subsequent to the application set forth above. The insurer shall begin issuing policies pursuant to this approval within 90 days of the date of this approval, provided that the insurer is licensed in California to transact the line of insurance for which the approval is given. The insurer may implement this approval earlier if it is able to do so. Regardless of the implementation date, the insurer shall implement this approval with the same effective date for both new and renewal business and shall offer this product to all eligible applicants as of the implementation date. This approval shall continue to have full force and effect until such time as a subsequent change for the referenced lines or programs may be approved or ordered by the Insurance Commissioner.

If any portion of the application or related documentation conflicts with California law, that portion is specifically not approved. This approval does not constitute an approval of underwriting guidelines nor the specific language, coverages, terms, covenants and conditions contained in any forms, or the forms themselves. Policy forms and underwriting guidelines included in this filing were reviewed only insofar as they relate to rates contained in this filing or currently on file with the California Department of Insurance. Any subsequent changes to underwriting guidelines or coverage, terms, covenants and conditions contained in any forms must be submitted with supporting documentation where those changes result in any rating impact. The Commissioner may at any time take any action allowed by law if he determines that any underwriting guidelines, forms or procedures for application of rates, or any other portions of the application conflict with any applicable laws or regulations.

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document (revised)	New Prior Approval Rate Application		Yes
Supporting Document	New Prior Approval Rate Application		Yes
Supporting Document	New Prior Approval Rate Application		Yes
Supporting Document	New Prior Approval Rate Application		Yes
Supporting Document	New Prior Approval Rate Application		Yes
Supporting Document	New Prior Approval Rate Application		Yes
Supporting Document	New Prior Approval Rate Application		Yes
Supporting Document (revised)	Form Memorandum		Yes
Supporting Document	Form Memorandum		Yes

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Undg Guides		Yes
Supporting Document (revised)	Minimum Premium Support		Yes
Supporting Document	Minimum Premium Support		Yes
Supporting Document	Minimum Premium Support		Yes
Supporting Document	Minimum Premium Support		Yes
Supporting Document	Minimum Premium Support		Yes
Supporting Document	Minimum Premium Support		Yes
Supporting Document	10-29-21 Objection Response		Yes
Supporting Document	1-25-22 Objection Response		Yes
Supporting Document	Rating Example		Yes
Supporting Document	General Expenses		Yes
Supporting Document	1-25-22 Objection Response - Objections 5.b. & 5.e.		Yes
Supporting Document	2-14-22 Objection Response		Yes
Supporting Document	2-28-22 Objection Response		Yes
Supporting Document	3-2-22 Objection Response		Yes
Form	Linebacker Public Official's and Employment Practices Liability Coverage Form		Yes
Form	Linebacker Private Entity and Employment Practices Liability Coverage Form		Yes
Form	Nuclear Energy Liability Exclusion Endorsement		Yes
Form	Board Only Endorsement		Yes
Form	Limited Public Officials Errors & Omissions Endorsement For Professionals		Yes
Form	Data Processors Errors and Omissions Exclusion		Yes
Form	Drug Testing Exclusion		Yes
Form	Additional Insured - Designated Person or Entity		Yes
Form	Additional Insured - Designated Person or Entity Primary and Noncontributory Basis		Yes
Form	Amendment in Policy Limit Endorsement		Yes
Form	Tort Liability Endorsement		Yes
Form	Loss of Salary or Fringe Benefits Endorsement		Yes
Form	Health Care Extension		Yes
Form	Fungi or Bacteria Exclusion		Yes

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Project Name/Number: /LB-Telecom, Private-20

Schedule	Schedule Item	Schedule Item Status	Public Access
Form	Cap on Losses From Certified Acts of Terrorism		Yes
Form	Exclusion of Certified Acts of Terrorism		Yes
Form	Exclusion of Punitive Damages Related to a Certified Act of Terrorism		Yes
Form	Exclusion of Terrorism		Yes
Form	Supplemental Extended Reporting Period Endorsement		Yes
Form	Linebacker Amendment - Land Use Endorsement		Yes
Form	Limited Law Enforcement Extension Endorsement		Yes
Form	Data Compromise and Cyber Liability Exclusion		Yes
Form	Exclusion - Unmanned Aircraft		Yes
Form	Limited Private Entity Errors & Omissions Endorsement For Professionals		Yes
Form	Supplemental Extended Reporting Period Endorsement		Yes
Form	Data Compromise and Cyber Liability Exclusion		Yes
Form	Exclusion - Unmanned Aircraft		Yes
Form	Linebacker Amendment - Land Use Endorsement		Yes
Form	Failure to Obtain or Maintain Insurance Endorsement		Yes
Form	Silica or Silica-Related Dust Exclusion		Yes
Form	California Changes - Cancellation and Nonrenewal		Yes
Form	Notice of Cancellation Provided By Us - Designated Entity		Yes
Form	Notice of Cancellation Provided By Us To Person(s) Or Organization(s) With Whom You Have Agreed In A Written Contract Or Agreement		Yes
Rate	Agency Manual Page		Yes
Rate (revised)	Pages removed at CDI request		Yes
Rate	Non-Agency Manual Pages		Yes
Rate	Non-Agency Manual Pages		Yes
Rate	Non-Agency Manual Pages		Yes
Rate (revised)	Amended Manual Pages		Yes
Rate	Amended Manual Pages		Yes
Rate	Amended Manual Pages		Yes
Rate	Amended Manual Pages		Yes
Rate	Amended Manual Page		Yes

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Objection Letter

Objection Letter Status	Pending company response
Objection Letter Date	03/02/2022
Submitted Date	03/02/2022
Respond By Date	03/04/2022

Dear Patty Johnson,

Introduction:

1. Minimum Premium - Why has the minimum premium gone up from \$103 to \$125 if you have removed the highlighted items from the prior objection letter. It would seem that the 2.8% fixed costs should go down, but it has increased to 3.4%.

2. Provide a copy of your rating methodology/algorithm. Note, this may need to be revised depending on how the minimum premium is displayed within the methodology.

Conclusion:

Sincerely,
Annie Chao

State: California **Filing Company:** Employers Mutual Casualty Company
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Project Name/Number: /LB-Telecom, Private-20

Objection Letter

Objection Letter Status	Pending company response
Objection Letter Date	02/28/2022
Submitted Date	02/28/2022
Respond By Date	03/04/2022

Dear Patty Johnson,

Introduction:

Please see attached.

Conclusion:

Sincerely,
Annie Chao

1. Minimum Premium:

- a. The below highlighted items should not be included in the development of your minimum premium since they are not the fixed costs related to the issuance of a policy. Please remove these items and readjust the 2.8% used to determine the minimum premium.

General expenses include the following (as specified in the IEE):

- Advertising
- Boards, Bureaus and associations
- Surveys and underwriting reports
- Audit of assureds' records
- Salaries
- Payroll taxes
- Employee relations and welfare
- Insurance
- Directors' fees
- Travel and travel items
- Rent and rent items
- Equipment
- Cost or depreciation of EDP equipment and software
- Printing and stationery
- Postage, telephone and telegraph, exchange and express

Expenses in the above categories are allocated as appropriate to loss adjustment expense; acquisition, field supervision and collection expense; general expense and investment expense.

2. Rule 14 Experience Rating: It appears as though it is still in the manual.
3. The manual appears to have some numbering issues?

State: California Filing Company: Employers Mutual Casualty Company
 TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
 Product Name: Linebacker
 Project Name/Number: /LB-Telecom, Private-20

Objection Letter

Objection Letter Status	Pending company response
Objection Letter Date	02/14/2022
Submitted Date	02/14/2022
Respond By Date	02/22/2022

Dear Patty Johnson,

Introduction:

**To help with formatting, the objection questions have also been attached as a PDF.*

1. *Minimum Premium: The excel document and explanation for how you derived the 2.8% fix expenses was helpful. I am missing the information about what the general expenses encompass. For example, does it include printing, postage, underwriting salary, rent etc.? This information is needed for documentation purposes. Please note that if there are general expenses unrelated to the issuance of a policy, they will need to be removed, and your 2.8% will need to be adjusted.*

2. *Prior Acts Coverage: The prior objection letter requested an explanation as to why the multiplier differences are so minimal between 2-5 years. The company responded that, "the prior action multiplier table is used countrywide for [their] Linebacker line of business and is the same or similar to the tables filed in all states and all lines of business." Please note that just because this table has been approved in other states does not justify why the difference is minimal between 2-5 years. To help expedite the review of this filing, rather than request for justification under this filing, the Department will request for data at your next rate filing to justify the rating multipliers. Please acknowledge and commit to providing the California specific data in the next rate filing.*

3. Terrorism Supplement:

- This section references the following forms, CL7156, CL 7161, and CL 7159. Where is form CL7168, "Exclusion of Terrorism", located?*
- The premium determination for Terrorism coverage is found under the "Terrorism Supplement" section of your rate manual. How did you determine that pricing?*
- Is Terrorism coverage at the option of the insured to purchase? If yes, please update your rules to reflect this information.*
- Also update all your form sections within your manual to explain if the forms are optional at the customer's request or if they are optional/required at the company's determination. If at the company's determination, ensure that your rules are clear about when a company will attach a form.*
- If the customer decides not to purchase Terrorism coverage, does form CL7168, "Exclusion of Terrorism", automatically attach? If yes, update your rules to reflect this.*

4. *Expense Reduction Factor: Thank you for removing rule 15. However, rule 14, rule 2(B) "rating procedure", still includes a reference to the Expense Reduction Factor. Update your guidelines to remove this.*

5. *The "Amended Manual Pages" replace the "Non-Agency Manual Pages" submitted on 11/4/2021. To avoid confusion, please have item 2, "Non-Agency Manual Pages", under the "Rate/Rule Schedule", greyed out to reflect that this is the "previous version".*

- Confirm that your complete rate manual are the "Agency Manual Page" (Item 1 under the rate/rule schedule), and "Amended Manual Pages" (Item 3 under the rate/rule schedule).*
- Confirm if your rate manual, "Amended Manual Pages", references all forms listed in the form schedule tab.*
- Confirm that your complete underwriting guidelines is the single page document submitted on 8/6/2020 titled "Undg Guidelines".*

6. Experience Rating:

- Since your book is expected to have low frequency and high severity claims, it would seem like losses would stem more from random events rather than having experience be a predictor of future losses. Since you have countrywide data, please show how prior loss ratios are a predictor of future losses. For example, provide the number of claims, paid loss amount, and loss ratios for risks from 2017-2019 and show how those risks were either better or worse in 2020 and 2021.*

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Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

b. At the moment, experience rating does not seem justified. If additional data is provided to show otherwise, and these rating factors allowed, it would be more actuarially appropriate to base the experience rating table off the exposure base or the number of claims rather than premium size.

Conclusion:

Sincerely,
Annie Chao

1. Minimum Premium: The excel document and explanation for how you derived the 2.8% fix expenses was helpful. I am missing the information about what the general expenses encompass. For example, does it include printing, postage, underwriting salary, rent etc.? This information is needed for documentation purposes. Please note that if there are general expenses unrelated to the issuance of a policy, they will need to be removed, and your 2.8% will need to be adjusted.
2. Prior Acts Coverage: The prior objection letter requested an explanation as to why the multiplier differences are so minimal between 2-5 years. The company responded that, "the prior action multiplier table is used countrywide for [their] Linebacker line of business and is the same or similar to the tables filed in all states and all lines of business." Please note that just because this table has been approved in other states does not justify why the difference is minimal between 2-5 years. To help expedite the review of this filing, rather than request for justification under this filing, the Department will request for data at your next rate filing to justify the rating multipliers. Please acknowledge and commit to providing the California specific data in the next rate filing.
3. Terrorism Supplement:
 - a. This section references the following forms, CL7156, CL 7161, and CL 7159. Where is form CL7168, "Exclusion of Terrorism", located?
 - b. The premium determination for Terrorism coverage is found under the "Terrorism Supplement" section of your rate manual. How did you determine that pricing?
 - c. Is Terrorism coverage at the option of the insured to purchase? If yes, please update your rules to reflect this information.
 - i. Also update all your form sections within your manual to explain if the forms are optional at the customer's request or if they are optional/required at the company's determination. If at the company's determination, ensure that your rules are clear about when a company will attach a form.
 - d. If the customer decides not to purchase Terrorism coverage, does form CL7168, "Exclusion of Terrorism", automatically attach? If yes, update your rules to reflect this.
4. Expense Reduction Factor: Thank you for removing rule 15. However, rule 14, rule 2(B) "rating procedure", still includes a reference to the Expense Reduction Factor. Update your guidelines to remove this.
5. The "Amended Manual Pages" replace the "Non-Agency Manual Pages" submitted on 11/4/2021. To avoid confusion, please have item 2, "Non-Agency Manual Pages", under the "Rate/Rule Schedule", greyed out to reflect that this is the "previous version".
 - a. Confirm that your complete rate manual are the "Agency Manual Page" (Item 1 under the rate/rule schedule), and "Amended Manual Pages" (Item 3 under the rate/rule schedule).
 - b. Confirm if your rate manual, "Amended Manual Pages", references all forms listed in the form schedule tab.

- c. Confirm that your complete underwriting guidelines is the single page document submitted on 8/6/2020 titled "Undg Guidelines".
6. Experience Rating:
 - a. Since your book is expected to have low frequency and high severity claims, it would seem like losses would stem more from random events rather than having experience be a predictor of future losses. Since you have countrywide data, please show how prior loss ratios are a predictor of future losses. For example, provide the number of claims, paid loss amount, and loss ratios for risks from 2017-2019 and show how those risks were either better or worse in 2020 and 2021.
 - b. At the moment, experience rating does not seem justified. If additional data is provided to show otherwise, and these rating factors allowed, it would be more actuarially appropriate to base the experience rating table off the exposure base or the number of claims rather than premium size.

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Project Name/Number: /LB-Telecom, Private-20

Objection Letter

Objection Letter Status	Pending company response
Objection Letter Date	01/28/2022
Submitted Date	01/28/2022
Respond By Date	02/03/2022

Dear Patty Johnson,

Introduction:

GENERAL QUESTIONS

1. Thank you for providing your rating algorithm. Please provide an example where you use the algorithm to calculate a premium. Provide this information in PDF and Excel. For the Excel calculation, have cells unlocked so that the formulas/calculations are visible and can be followed.

NON-AGENCY MANUAL PAGES:

1. Waiver of Premium: Update "COMP Manual Rev.pdf" to remove the waiver of premium rule. I believe this is the clean version of your manual.

2. Similar Programs: Under the prior objection letter response 3a, you confirmed that similar programs are being cross sold by customers, but under response 1a.i. you state that you do not have any similar programs. Please explain.

3. Minimum Premium:

a. Provide an Excel and PDF exhibit to show how the 2.8% of fixed "general expenses" was derived. For the Excel calculation, have cells unlocked so that the formulas/calculations are visible and can be followed. What are the categories/items under the general expenses for the 2.8%?

4. Retention of Minimum Premium/Minimum Premium:

a. Minimum Premiums shall only be sufficient to cover the insurer's fixed expenses to issue a policy.

i. Provide the Minimum Support Exhibit in excel format. The current submission is only PDF.

ii. The minimum premium appears to contemplate commission, other acquisition, premium tax, miscellaneous taxes, profit, and an expected loss ratio. Please note that these expenses should not be considered when developing a minimum premium since they are not fixed expenses to issue a policy.

iii. There is an "Amended Manual Page" submitted on 12/15/21. Does this replace the Non-Agency Manual Pages? If so, please submit a complete Non-Agency Manual Page that reflects all the appropriate rules. The current Non-Agency Manual Page should be greyed out and reflected as "previous version".

b. Retention of Minimum Premium: since the minimum premium should only be sufficient to cover the insurer's fixed expenses to issue a policy, and you already have a minimum premium, remove this rule.

5. Experience Rating:

a. According to your rate template, the average loss ratio experience is roughly 80%. Why would the experience predictive loss ratio split point be at 50%?

b. Why is there a range of debits and credits for the experience rating table? How does this not lead to unfairly discriminatory practices among similar risks, especially since the ranges are wide? Why wouldn't it be more appropriate to have a set debit or credit per loss ratio?

c. Why do the credits/debits vary by policy premium size? Why wouldn't it be more appropriate to base it off company size or exposure size?

d. Confirm that you do not have a claim surcharge/discount rule.

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Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

e. The way you have constructed your Experience Rating makes it akin to judgement rating like your Individual Risk Modifier Factors. Please note that judgmental rating factors should in total be no more than +/- 25%, otherwise it could lead to unfairly discriminatory practices. Please incorporate a rule within your manual that all judgmental rating factors will not exceed a maximum or minimum of 25% when they are all taken into consideration.

f. For this type of program do you expect low frequency/high severity claims?

6. Expense Reduction: Please remove this rule. It appears to be in violation of the efficiency standard set forth by prop 103.

7. Prior-Acts Coverage: Explain why the multiplier differences are so minimal between 2-5 years.

Conclusion:

Sincerely,
Annie Chao

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Objection Letter

Objection Letter Status	Pending company response
Objection Letter Date	01/25/2022
Submitted Date	01/25/2022
Respond By Date	01/31/2022

Dear Patty Johnson,

Introduction:

GENERAL QUESTIONS:

1. Confirm if the company has other similar programs already approved.
 - a. If yes, please provide the CDI approved filing numbers.
 - i. What are the main coverage, rating, and eligibility differences between the programs?
 2. Provide a rating algorithm example.
 3. You mention that your rates are based off of your program in Iowa.
 - a. Why are you basing your rates off the program in Iowa vs another state? How does this relate to the exposures you expect to have in California.
 - b. Confirm that you California Program is not deviating from your Iowa program.
 - i. If there are deviations, what are they? Have appropriate rate offsets been included?
 4. Are the "Agency Manual" and "Non-Agency Manual Pages" considered your complete rate manual?

NON-AGENCY MANUAL PAGES:

1. Eligibility: If a supporting GL policy is required, how is this not an endorsement attachment to the GL policy but a separate New Program filing?
2. Waiver of Premium: Per CIC 481.5(b)(1) you cannot waive any premium owed to an insured. Remove this rule.
3. Pro Rata Cancellation: Give an example of the policy being rewritten in the same company or company group.
 - a. Note that per CIC 2360.3, "an insurer shall charge each insured the lowest premium for which the insured qualifies. At each policy renewal the insurer shall adjust the Premium charged to the insured, as necessary, to reflect the lowest Premium for which the insured qualifies at the time." Confirm that similar programs are being cross sold to customers.
4. Retention of Minimum Premium/Minimum Premium:
 - a. Minimum Premiums shall only be sufficient to cover the insurer's fixed expenses to issue a policy.
 - i. Provide the Minimum Support Exhibit in excel format. The current submission is only PDF.
 - ii. The minimum premium appears to contemplate commission, other acquisition, premium tax, miscellaneous taxes, profit, and an expected loss ratio. Please note that these expenses should not be considered when developing a minimum premium since they are not fixed expenses to issue a policy.
 - iii. There is an "Amended Manual Page" submitted on 12/15/21. Does this replace the Non-Agency Manual Pages? If so, please submit a complete Non-Agency Manual Page that reflects all the appropriate rules. The current Non-Agency Manual Page should be greyed out and reflected as "previous version".
 - b. Retention of Minimum Premium: since the minimum premium should only be sufficient to cover the insurer's fixed expenses to issue a policy, and you already have a minimum premium, remove this rule.

5. Deductible Options:

- a. Give an example of how to use the deductible chart factors.

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

b. Rule 17 references rule 50, but rule 50 is blank and “reserved for future use”. Explain.

6. Rule 42, form “IL7447”: This form appears to be missing from the forms submitted in SERFF. All forms for your new program must be submitted in SERFF. In your response, outline which forms you are now submitting via SERFF.

7. Rule 51A: Clarify if the “number of employees” is based on part-time or full-time employees. Would a situation ever arise where I only have 1 part-time employee, which would equate to 0.5 number of employees. Does this mean that your chart would not apply since it starts with 1 employee?

Conclusion:

Sincerely,
Annie Chao

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

Objection Letter

Objection Letter Status	Pending company response
Objection Letter Date	12/10/2021
Submitted Date	12/10/2021
Respond By Date	12/20/2021

Dear Patty Johnson,

Introduction:

Objection 1

- Minimum Premium Support (Supporting Document)

Comments: Other Acquisition is not allowed because it is usually used for expenses other than issuing a policy.

Furthermore, what is the justification for rounding up \$243 to \$250 (or rounding the final calculation at all)?

Conclusion:

Sincerely,
Won Choi

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

Objection Letter

Objection Letter Status	Pending company response
Objection Letter Date	10/29/2021
Submitted Date	10/29/2021
Respond By Date	11/05/2021

Dear Patty Johnson,

Introduction:

The minimum premium shall only be sufficient to cover the insurer's fixed expense costs to issue a policy and shall not include a load for losses or profit.

There can only be one minimum premium per policy.

The Department will not approve minimum premiums on individual coverage endorsements as there is the potential that the minimum premium charge may exceed the actual rate charged for the endorsement coverage in which case the minimum premium charge would be excessive. The corresponding rate for the endorsement coverage, if properly developed, should be adequate to cover expenses, projected losses, and profit.

Certainly coverage endorsements should have applicable rates, but additional minimum premiums will not be allowed.

Objection 1

- Minimum Premium Support (Supporting Document)

Comments: What kind costs go into the item# 3, General Expenses?

How much of the minimum premium is prorated when the insured cancels mid-policy?

How much of the minimum premium is prorated when the insurer cancels mid-policy?

It is the Department's position that the minimum premium consists only the fixed expenses that go into issuing a policy, which precludes all the items listed in the Minimum Premium Support except the item# 3, General Expenses. Including variable expenses and a load for losses or profit can be considered excessive for minimum premium.

Conclusion:

Sincerely,

Won Choi

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

Objection Letter

Objection Letter Status	Pending company response
Objection Letter Date	10/14/2021
Submitted Date	10/14/2021
Respond By Date	10/20/2021

Dear Patty Johnson,

Introduction:

Please note that:

The minimum premium shall only be sufficient to cover the insurer's fixed expense costs to issue a policy and shall not include a load for losses or profit.

There can only be one minimum premium per policy.

The Department will not approve minimum premiums on individual coverage endorsements as there is the potential that the minimum premium charge may exceed the actual rate charged for the endorsement coverage in which case the minimum premium charge would be excessive. The corresponding rate for the endorsement coverage, if properly developed, should be adequate to cover expenses, projected losses, and profit.

Certainly coverage endorsements should have applicable rates, but additional minimum premiums will not be allowed.

Objection 1

- Non-Agency Manual Pages, LB-X-1 - LB-X-11, LB-TSMX-1 (Rate)

Comments: Please show us what expense costs goes into the minimum premium(s).

Conclusion:

Sincerely,

Won Choi

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

Objection Letter

Objection Letter Status	Pending company response
Objection Letter Date	09/30/2021
Submitted Date	09/30/2021
Respond By Date	10/07/2021

Dear Patty Johnson,

Introduction:

Objection 1

- New Prior Approval Rate Application (Supporting Document)

Comments: The error message on the right side of row 9 on Page 2 of the template file shows the "Change at Minimum %" is above 0.0%.

You may want to revisit the projections stated in Page 6.1. Perhaps Historic Losses and/or DCCE are too high, or the written premium is too low.

Conclusion:

Sincerely,
Won Choi

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

Objection Letter

Objection Letter Status	Pending company response
Objection Letter Date	09/24/2021
Submitted Date	09/24/2021
Respond By Date	09/29/2021

Dear Patty Johnson,

Introduction:

Objection 1

- New Prior Approval Rate Application (Supporting Document)

Comments: In the latest rate template file, "Combined Total Earned Exposures for Latest Year" in Worksheet '2.Summary' needs to be filled out which would be a projected exposures for new programs. In a previous version of the template file you submitted, you had entered 20.

Page 6.1 lines 1, 5, 6, 7, 8 and 15 of the new program column are empty. They need to be filled out. The previous version of the template file ("AMD_PriorAppRateTI_Ed07-22-2020A.xlsm") had projected numbers there, but it produced rate indication that excluded 0.0%. You may want to revisit these numbers in page 6.1. Perhaps the projected written premium is too low or the projected losses & DCCE are too high.

Conclusion:

Sincerely,
Won Choi

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

Objection Letter

Objection Letter Status	Respond immediately
Objection Letter Date	11/02/2020
Submitted Date	11/02/2020
Respond By Date	

Dear Patty Johnson,

Introduction:

The above filing will deem Tuesday, 11/10/2020. We require additional time to review this filing. Please consider waiving the deemer in order to continue working on the above filing without disruption. Employers Mutual Casualty Company may consider waiving all deemer provisions of California Insurance Code Section 1861.05 by sending us a letter BEFORE Tuesday, November 10th, 2020 using the following EXACT language:

Regarding the above-referenced rate application, Employers Mutual Casualty Company (together "applicant") hereby waives all deemer provisions of California Insurance Code Section 1861.05, specifically, the 60-day deemer and the 180-day deemer. If the applicant wishes to reactivate the deemer provisions, the applicant will make its request in writing to the Department of Insurance Rate Filing Bureau, Los Angeles, California. Upon reactivation, the 60-day deemer will resume five days after the Department's receipt of the applicant's request to reactivate the deemer, on day 52, and the 180-day deemer will resume five days after the Department's receipt of the applicant's request to reactivate the deemer, on day 60.

Conclusion:

Sincerely,
Won Choi

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

Objection Letter

Objection Letter Status	Rejected at Intake
Objection Letter Date	09/03/2020
Submitted Date	09/03/2020
Respond By Date	09/06/2020

Dear Patty Johnson,

Introduction:

This filing was received by the Rate Filing Bureau. However, we have been unable to process your submission because it is incomplete and/or contains incorrect information. Therefore, as of the date of this notice, this application is rejected for incompleteness.

In order to continue our review of your submission for basic compliance, it will be necessary for you to provide the following documents and/or information:

Rate Template:

1. Provide the submission date on page 1 of the rate template.
2. The proposed % is outside of range of permitted rate changes on page 2 of the rate template. See column I for errors.

Rate Application:

1. Enter the Proposed Earned Premium per Exposure and the Proposed Effective Date on page 4, column D of the Application. See column G for the errors.

The Intake Unit at the San Francisco Rate Filing Bureau must receive this information before the above respond by date.

If the Intake Unit at the San Francisco Rate Filing Bureau does not receive this information before the above respond by date, the filing will remain rejected and will be closed. If you chose to resubmit the filing at a later date, you will be required to resubmit the filing in its entirety.

If you wish to contest the determination that the application is incomplete, you must request a Rejection Hearing. Your request must be received by the Department of Insurance within ten (10) days of the rejection date. The request for hearing, and four copies, should be directed to the Department of Insurance as follows:

Mr. Daniel Goodell, Assistant Chief Counsel
Rate Enforcement Bureau
California Department of Insurance
45 Fremont Street, 21st Floor
San Francisco, CA 94105

The scope of Hearing is limited to the completeness of the application as filed with the Department.

Please refer to the California Code of Regulations, Title 10, Chapter 5, Subchapter 4.8, Article 8, Sections 2648.1 – 2648.4 for the specific procedures regarding the completeness determination hearing.

Conclusion:

Sincerely,
Bea Mariano

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

Objection Letter

Objection Letter Status	Rejected at Intake
Objection Letter Date	08/28/2020
Submitted Date	08/28/2020
Respond By Date	09/06/2020

Dear Patty Johnson,

Introduction:

This filing was received by the Rate Filing Bureau. However, we have been unable to process your submission because it is incomplete and/or contains incorrect information. Therefore, as of the date of this notice, this application is rejected for incompleteness.

In order to continue our review of your submission for basic compliance, it will be necessary for you to provide the following documents and/or information:

1. *Rate Template: For new program filings, enter the following projected annual data reflecting a mature book of business in the New Program column of Page 6 (Ratemaking Data) of the Rate Template for each coverage, form or program included in the filing: (1) written premium, (5) miscellaneous fees and other charges, (6) earned exposures, (7) losses, (8) DCCE and (15) ancillary income. Data for Page 6, lines 16, 17 and 18 in the Rate Template will be automatically populated from Pages 3 (YieldFIT) and 4 (Excluded Exp) of the same template. Earned premium is equal to written premium. See page 8 of the Rate Filing Instructions.*
2. *The proposed % is outside of range of permitted rate changes. See tab 2. Summary, column I of the Rate Template.*

The Intake Unit at the San Francisco Rate Filing Bureau must receive this information before the above respond by date.

If the Intake Unit at the San Francisco Rate Filing Bureau does not receive this information before the above respond by date, the filing will remain rejected and will be closed. If you chose to resubmit the filing at a later date, you will be required to resubmit the filing in its entirety.

If you wish to contest the determination that the application is incomplete, you must request a Rejection Hearing. Your request must be received by the Department of Insurance within ten (10) days of the rejection date. The request for hearing, and four copies, should be directed to the Department of Insurance as follows:

Mr. Daniel Goodell, Assistant Chief Counsel
Rate Enforcement Bureau
California Department of Insurance
45 Fremont Street, 21st Floor
San Francisco, CA 94105

The scope of Hearing is limited to the completeness of the application as filed with the Department.

Please refer to the California Code of Regulations, Title 10, Chapter 5, Subchapter 4.8, Article 8, Sections 2648.1 – 2648.4 for the specific procedures regarding the completeness determination hearing.

Conclusion:

Sincerely,
Bea Mariano

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

Objection Letter

Objection Letter Status	Rejected at Intake
Objection Letter Date	08/19/2020
Submitted Date	08/19/2020
Respond By Date	09/05/2020

Dear Patty Johnson,

Introduction:

This filing was received by the Rate Filing Bureau. However, we have been unable to process your submission because it is incomplete and/or contains incorrect information. Therefore, as of the date of this notice, this application is rejected for incompleteness.

In order to continue our review of your submission for basic compliance, it will be necessary for you to provide the following documents and/or information:

1) Submit a Rate Template. See page 8 of the Prior Approval Rate Filing Instructions or contact William Lee @ tel. #213-346-6780 or by e-mail @ WLee@insurance.ca.gov for more guidance.

The Intake Unit at the San Francisco Rate Filing Bureau must receive this information before the above respond by date.

If the Intake Unit at the San Francisco Rate Filing Bureau does not receive this information before the above respond by date, the filing will remain rejected and will be closed. If you chose to resubmit the filing at a later date, you will be required to resubmit the filing in its entirety.

If you wish to contest the determination that the application is incomplete, you must request a Rejection Hearing. Your request must be received by the Department of Insurance within ten (10) days of the rejection date. The request for hearing, and four copies, should be directed to the Department of Insurance as follows:

Mr. Daniel Goodell, Assistant Chief Counsel
Rate Enforcement Bureau
California Department of Insurance
45 Fremont Street, 21st Floor
San Francisco, CA 94105

The scope of Hearing is limited to the completeness of the application as filed with the Department.

Please refer to the California Code of Regulations, Title 10, Chapter 5, Subchapter 4.8, Article 8, Sections 2648.1 – 2648.4 for the specific procedures regarding the completeness determination hearing.

Conclusion:

Sincerely,
Bea Mariano

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

Objection Letter

Objection Letter Status	Respond immediately
Objection Letter Date	08/14/2020
Submitted Date	08/14/2020
Respond By Date	

Dear Patty Johnson,

Introduction:

Thank you for your application. However, to meet basic compliance for this filing, please respond to the objection(s) below.

Objection 1

- New Prior Approval Rate Application (Supporting Document)

Comments: Submit the Prior Approval Rate Template.

Conclusion:

Sincerely,
Bea Mariano

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

Response Letter

Response Letter Status Submitted to State
 Response Letter Date 03/03/2022
 Submitted Date 03/03/2022

Dear Won Choi,

Introduction:

We are in receipt of your objection letter dated March 2, 2022. Below, please find our response to your objections.

Response 1

Comments:

1. Please see the 3-2-22 Objection Response attached to the supporting documentations tab.
2. A rating example has been attached to the supporting documentations tab with our 3-2-22 objection response.

Changed Items:

Supporting Document Schedule Item Changes	
Satisfied - Item:	3-2-22 Objection Response
Comments:	
Attachment(s):	3-2-2022 Objection Response.pdf Obj 2 Response - Rating Example.xlsx

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

With this additional information, we respectfully request your approval of this filing.

Sincerely,

Patty Johnson

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	03/02/2022
Submitted Date	03/02/2022

Dear Won Choi,

Introduction:

We have received your objection letter dated February 28, 2022. Below, please find our response to your concerns.

Response 1

Comments:

1. Please see the 2-28-22 Objection Response attached to the supporting documentations tab. Revised Minimum Premium Support has also been attached to the supporting documentations tab. With the requested adjustments, our minimum premium has changed to \$125. Rule 10. now reflects the updated minimum premium and an amended copy of the manual pages has been attached to the rate/rule schedule under item 2.
2. Rule 14 has now been removed from the manual pages. We apologize for sending the wrong pages with our last response. the amended manual pages reflect the removal of this rule.
3. The numbering issue in the manual pages has been corrected. Please see the amended manual pages attached to the rate/rule schedule.

Changed Items:

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

Supporting Document Schedule Item Changes

Satisfied - Item:	Minimum Premium Support
Comments:	
Attachment(s):	Min Prem Support.pdf Min Prem Support.xlsx
<i>Previous Version</i>	
Satisfied - Item:	<i>Minimum Premium Support</i>
Comments:	
Attachment(s):	<i>Min Prem Support.pdf Min Prem Support.xlsx</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>Minimum Premium Support</i>
Comments:	
Attachment(s):	<i>CA LB Min Prem Support.pdf Minimum Premium Support.xlsx</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>Minimum Premium Support</i>
Comments:	
Attachment(s):	<i>CA LB Min Prem Support.pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>Minimum Premium Support</i>
Comments:	
Attachment(s):	<i>CA LB Min Prem Support.pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>Minimum Premium Support</i>
Comments:	
Attachment(s):	<i>CA LB Min Prem Support.pdf</i>

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

Supporting Document Schedule Item Changes

Satisfied - Item:	Minimum Premium Support
Comments:	
Attachment(s):	Min Prem Support.pdf Min Prem Support.xlsx
<i>Previous Version</i>	
Satisfied - Item:	<i>Minimum Premium Support</i>
Comments:	
Attachment(s):	<i>Min Prem Support.pdf Min Prem Support.xlsx</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>Minimum Premium Support</i>
Comments:	
Attachment(s):	<i>CA LB Min Prem Support.pdf Minimum Premium Support.xlsx</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>Minimum Premium Support</i>
Comments:	
Attachment(s):	<i>CA LB Min Prem Support.pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>Minimum Premium Support</i>
Comments:	
Attachment(s):	<i>CA LB Min Prem Support.pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>Minimum Premium Support</i>
Comments:	
Attachment(s):	<i>CA LB Min Prem Support.pdf</i>

Satisfied - Item:	2-28-22 Objection Response
Comments:	
Attachment(s):	2-28-22 Objection Response.pdf

State: California

Filing Company:

Employers Mutual Casualty Company

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations

Product Name: Linebacker

Project Name/Number: /LB-Telecom, Private-20

No Form Schedule items changed.

Rate Schedule Item Changes

Item No.	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing Number	Date Submitted
1	Amended Manual Pages	LB-X-1 - LB-X-11, LB-TSMX-1	Replacement	Replaced from original submission of this filing	03/02/2022 By: Patty Johnson
<i>Previous Version</i>					
1	Amended Manual Pages	LB-X-1 - LB-X-11, LB-TSMX-1	Replacement	Replaced from original submission of this filing	02/22/2022 By: Patty Johnson
<i>Previous Version</i>					
1	Amended Manual Pages	LB-X-1 - LB-X-11, LB-TSMX-1	Replacement	Replaced from original submission of this filing	02/03/2022 By: Patty Johnson
<i>Previous Version</i>					
1	Amended Manual Pages	LB-X-1 - LB-X-11, LB-TSMX-1	Replacement	Replaced from original submission of this filing	01/28/2022 By: Patty Johnson
<i>Previous Version</i>					
1	Amended Manual Page	LB-X-2	New		12/15/2021 By: Patty Johnson

Conclusion:

Thank you for your continued review of this filing. Let us know if you have any more questions or concerns.

Sincerely,

Patty Johnson

SERFF Tracking #:

EMCC-132483589

State Tracking #:

20-3096

Company Tracking #:

CA-LB-2020-01

State:

California

Filing Company:

Employers Mutual Casualty Company

TOI/Sub-TOI:

17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations

Product Name:

Linebacker

Project Name/Number:

/LB-Telecom, Private-20

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	02/22/2022
Submitted Date	02/22/2022

Dear Won Choi,

Introduction:

We are in receipt of your objection letter dated February 14, 2022. Below, please find our response to your objections.

Response 1

Comments:

Please see the 2-14-22 Objection Response attached to the supporting documentations tab. Amended manual pages have also been attached to the rate/rule schedule.

Changed Items:

Supporting Document Schedule Item Changes	
Satisfied - Item:	2-14-22 Objection Response
Comments:	
Attachment(s):	2-14-22 Objection Response.pdf

No Form Schedule items changed.

State: California

Filing Company:

Employers Mutual Casualty Company

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations

Product Name: Linebacker

Project Name/Number: /LB-Telecom, Private-20

Rate Schedule Item Changes

Item No.	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing Number	Date Submitted
1	Pages removed at CDI request		Other		02/22/2022 By: Patty Johnson
<i>Previous Version</i>					
1	Non-Agency Manual Pages	LB-X-1 - LB-X-11, LB-TSMX-1	New		11/04/2021 By: Patty Johnson
<i>Previous Version</i>					
1	Non-Agency Manual Pages	LB-X-1 - LB-X-11, LB-TSMX-1	New		08/28/2020 By: Patty Johnson
<i>Previous Version</i>					
1	Non-Agency Manual Pages	LB-X-1 - LB-X-11, LB-TSMX-1	New		08/06/2020 By: Patty Johnson
2	Amended Manual Pages	LB-X-1 - LB-X-11, LB-TSMX-1	Replacement	Replaced from original submission of this filing	02/22/2022 By: Patty Johnson
<i>Previous Version</i>					
2	Amended Manual Pages	LB-X-1 - LB-X-11, LB-TSMX-1	Replacement	Replaced from original submission of this filing	02/03/2022 By: Patty Johnson
<i>Previous Version</i>					
2	Amended Manual Pages	LB-X-1 - LB-X-11, LB-TSMX-1	Replacement	Replaced from original submission of this filing	01/28/2022 By: Patty Johnson
<i>Previous Version</i>					
2	Amended Manual Page	LB-X-2	New		12/15/2021 By: Patty Johnson

Conclusion:

Thank you again for all your help. With this additional information, your continued review and approval of this filing is respectfully requested.

Sincerely,
Patty Johnson

SERFF Tracking #:

EMCC-132483589

State Tracking #:

20-3096

Company Tracking #:

CA-LB-2020-01

State:

California

Filing Company:

Employers Mutual Casualty Company

TOI/Sub-TOI:

17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations

Product Name:

Linebacker

Project Name/Number:

/LB-Telecom, Private-20

Response Letter

Response Letter Status

Submitted to State

Response Letter Date

02/03/2022

Submitted Date

02/03/2022

Dear Won Choi,

Introduction:

We are in receipt of your objection letter dated January 28, 2022. Below is our response to your objections.

Response 1

Comments:

State:	California	Filing Company:	Employers Mutual Casualty Company
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations		
Product Name:	Linebacker		
Project Name/Number:	/LB-Telecom, Private-20		

General Questions

1. A Rating Example (both PDF and Excel versions) has been attached to the supporting documentations tab.

Non-Agency Manual Pages:

1. Rule 3.B has been removed from the non-agency manual pages. A complete copy of the non-agency manual pages has been attached to the rate/rule schedule under Item 2. This also includes a markup showing the removal of rule 3.B.

2. This is a new program being introduced in California. EMC does not offer any other Linebacker/Telecom program in California. In regards to similar programs being cross sold, we were referencing this program being filed on a countrywide basis and being sold in other markets. We apologize for the confusion.

3.a. A General Expenses exhibit (both PDF and Excel versions) has been attached to the supporting documentations tab.

4.a.i. The Minimum Premium Support Exhibit was provided in Excel format with our last objection response. However, we have reattached the PDF and Excel formats in the supporting documentations tab.

4.a.ii. Please see the comment in red on the Minimum Premium Support Exhibit.

4.a.iii. We provided a response for this objection in our January 28, 2022 response (objection 4.a.iii). The amended manual page was from our response to the 12/10/21 objection letter. A complete set of non-agency manual pages has been attached to the rate/rule schedule under Item 2. The previous version has been greyed out.

4.b Rule 5.C was removed with our response to the 1-25-22 objection letter. The previous version of the complete non-agency manual reflects this change. The complete non-agency manual provided with this response also shows that rule 5.C is no longer in the pages.

5. Experience Rating

a. The EMC Countrywide Linebacker break-even ratio has historically been around 50%.

b. Please see the 1-25-22 Objection Response for 5.b & 5.e. attached to the supporting documentations tab. The debit/credit ranges have been removed and set debit/credit per loss ratios are reflected in rule. The revised complete non-agency manual pages attached to the rate/rule schedule reflects the revised rule.

c. Premium size is being used as a proxy for exposure. There is a direct correlation between exposure and policy premium. Increased exposure equates to increased premium.

d. We do not have a claim surcharge/discount rule.

e. Please see the 1-25-22 Objection Response for 5.b & 5.e. attached to the supporting documentations tab. We have added the statement in rule 13 that, "The total credits or debits under this table may not exceed 25%". The revised, complete non-agency manual pages (item 2 in the rate/rule schedule) reflect this change.

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

f. We do expect low frequency/high severity claims. However, on a countrywide basis, we are also seeing an increase in frequency as it relates to defense only claims.

6. Rule 15 has been removed from on non-agency manual pages. The revised, complete non-agency manual (item 2 in the rate/rule schedule) reflects this change.

7. The prior acts multiplier table is used countrywide for our Linebacker line of business and is the same or similar to tables filed in all states and all lines of business.

Changed Items:

Supporting Document Schedule Item Changes	
Satisfied - Item:	Minimum Premium Support
Comments:	
Attachment(s):	Min Prem Support.pdf Min Prem Support.xlsx
<i>Previous Version</i>	
Satisfied - Item:	<i>Minimum Premium Support</i>
Comments:	
Attachment(s):	<i>CA LB Min Prem Support.pdf Minimum Premium Support.xlsx</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>Minimum Premium Support</i>
Comments:	
Attachment(s):	<i>CA LB Min Prem Support.pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>Minimum Premium Support</i>
Comments:	
Attachment(s):	<i>CA LB Min Prem Support.pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>Minimum Premium Support</i>
Comments:	
Attachment(s):	<i>CA LB Min Prem Support.pdf</i>

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

Supporting Document Schedule Item Changes

Satisfied - Item:	Minimum Premium Support
Comments:	
Attachment(s):	Min Prem Support.pdf Min Prem Support.xlsx
<i>Previous Version</i>	
Satisfied - Item:	<i>Minimum Premium Support</i>
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<i>Previous Version</i>	
Satisfied - Item:	<i>Minimum Premium Support</i>
Comments:	
Attachment(s):	<i>CA LB Min Prem Support.pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>Minimum Premium Support</i>
Comments:	
Attachment(s):	<i>CA LB Min Prem Support.pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>Minimum Premium Support</i>
Comments:	
Attachment(s):	<i>CA LB Min Prem Support.pdf</i>

Satisfied - Item:	Rating Example
Comments:	
Attachment(s):	Rating Example.pdf Rating Example.xlsx

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

Supporting Document Schedule Item Changes

Satisfied - Item:	Minimum Premium Support
Comments:	
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<i>Previous Version</i>	
Satisfied - Item:	<i>Minimum Premium Support</i>
Comments:	
Attachment(s):	<i>CA LB Min Prem Support.pdf</i>

Satisfied - Item:	Rating Example
Comments:	
Attachment(s):	Rating Example.pdf Rating Example.xlsx

Satisfied - Item:	General Expenses
Comments:	
Attachment(s):	General Expenses.pdf General Expenses.xlsx

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

Supporting Document Schedule Item Changes

Satisfied - Item:	Minimum Premium Support
Comments:	
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Comments:	
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Comments:	
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Comments:	
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<i>Previous Version</i>	
Satisfied - Item:	<i>Minimum Premium Support</i>
Comments:	
Attachment(s):	<i>CA LB Min Prem Support.pdf</i>

Satisfied - Item:	Rating Example
Comments:	
Attachment(s):	Rating Example.pdf Rating Example.xlsx

Satisfied - Item:	General Expenses
Comments:	
Attachment(s):	General Expenses.pdf General Expenses.xlsx

Satisfied - Item:	1-25-22 Objection Response - Objections 5.b. & 5.e.
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SERFF Tracking #:

EMCC-132483589

State Tracking #:

20-3096

Company Tracking #:

CA-LB-2020-01

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

Comments:	
Attachment(s):	Objection Response - 5.b. & 5.e..pdf

No Form Schedule items changed.

Rate Schedule Item Changes					
Item No.	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing Number	Date Submitted
1	Amended Manual Pages	LB-X-1 - LB-X-11, LB-TSMX-1	Replacement	Replaced from original submission of this filing	02/03/2022 By: Patty Johnson
<i>Previous Version</i>					
1	Amended Manual Pages	LB-X-1 - LB-X-11, LB-TSMX-1	Replacement	Replaced from original submission of this filing	01/28/2022 By: Patty Johnson
<i>Previous Version</i>					
1	Amended Manual Page	LB-X-2	New		12/15/2021 By: Patty Johnson

Conclusion:

With this additional information, your approval of this filing is respectfully requested.

Thank you.

Sincerely,

Patty Johnson

SERFF Tracking #:

EMCC-132483589

State Tracking #:

20-3096

Company Tracking #:

CA-LB-2020-01

State:

California

Filing Company:

Employers Mutual Casualty Company

TOI/Sub-TOI:

17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations

Product Name:

Linebacker

Project Name/Number:

/LB-Telecom, Private-20

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	01/28/2022
Submitted Date	01/28/2022

Dear Won Choi,

Introduction:

We are in receipt of your objection letter dated January 25, 2022. Below, please find our response to your objections.

Response 1

Comments:

Please see the 1-25-22 Objection Response attached to the supporting documentations tab.

Changed Items:

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

Supporting Document Schedule Item Changes

Satisfied - Item:	New Prior Approval Rate Application
Comments:	
Attachment(s):	Exhibit 16.pdf Exhibit 18.pdf PriorAppRateTI_Ed07-22-2020A_rev.pdf PriorAppRateTI_Ed07-22-2020A_rev.xlsm PriorAppRateAPL_Ed01-06-2020_revised.pdf PriorAppRateAPL_Ed01-06-2020_revised.xlsm
<i>Previous Version</i>	
Satisfied - Item:	<i>New Prior Approval Rate Application</i>
Comments:	
Attachment(s):	<i>Exhibit 16.pdf</i> <i>Exhibit 18.pdf</i> <i>PriorAppRateAPL_Ed01-06-2020_revised.pdf</i> <i>PriorAppRateAPL_Ed01-06-2020_revised.xlsm</i> <i>PriorAppRateTI_Ed07-22-2020A_rev.pdf</i> <i>PriorAppRateTI_Ed07-22-2020A_rev.xlsm</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>New Prior Approval Rate Application</i>
Comments:	
Attachment(s):	<i>Exhibit 16.pdf</i> <i>Exhibit 18.pdf</i> <i>PriorAppRateAPL_Ed01-06-2020_revised.pdf</i> <i>PriorAppRateAPL_Ed01-06-2020_revised.xlsm</i> <i>PriorAppRateTI_Ed07-22-2020A_corr.pdf</i> <i>PriorAppRateTI_Ed07-22-2020A_corr.xlsm</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>New Prior Approval Rate Application</i>
Comments:	
Attachment(s):	<i>Exhibit 16.pdf</i> <i>Exhibit 18.pdf</i> <i>PriorAppRateAPL_Ed01-06-2020_revised.pdf</i> <i>PriorAppRateAPL_Ed01-06-2020_revised.xlsm</i> <i>PriorAppRateTI_Ed07-22-2020A_revised.pdf</i> <i>PriorAppRateTI_Ed07-22-2020A_revised.xlsm</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>New Prior Approval Rate Application</i>
Comments:	
Attachment(s):	<i>PriorAppRateAPL_Ed01-06-2020.pdf</i>

SERFF Tracking #:

EMCC-132483589

State Tracking #:

20-3096

Company Tracking #:

CA-LB-2020-01

State:

California

Filing Company:

Employers Mutual Casualty Company

TOI/Sub-TOI:

17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations

Product Name:

Linebacker

Project Name/Number:

/LB-Telecom, Private-20

PriorAppRateAPL_Ed01-06-2020.xlsm
Exhibit 16.pdf
Exhibit 18.pdf
AMD_PriorAppRateTI_Ed07-22-2020A.pdf
AMD_PriorAppRateTI_Ed07-22-2020A.xlsm

Previous Version

Satisfied - Item:

New Prior Approval Rate Application

Comments:

Attachment(s):

PriorAppRateAPL_Ed01-06-2020.pdf
PriorAppRateAPL_Ed01-06-2020.xlsm
Exhibit 16.pdf
Exhibit 18.pdf
PriorAppRateTI_Ed07-22-2020A.pdf
PriorAppRateTI_Ed07-22-2020A.xlsm

Previous Version

Satisfied - Item:

New Prior Approval Rate Application

Comments:

Attachment(s):

PriorAppRateAPL_Ed01-06-2020.pdf
PriorAppRateAPL_Ed01-06-2020.xlsm
Exhibit 16.pdf
Exhibit 18.pdf

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

Supporting Document Schedule Item Changes

Satisfied - Item:	New Prior Approval Rate Application
Comments:	
Attachment(s):	Exhibit 16.pdf Exhibit 18.pdf PriorAppRateTI_Ed07-22-2020A_rev.pdf PriorAppRateTI_Ed07-22-2020A_rev.xlsm PriorAppRateAPL_Ed01-06-2020_revised.pdf PriorAppRateAPL_Ed01-06-2020_revised.xlsm
<i>Previous Version</i>	
Satisfied - Item:	<i>New Prior Approval Rate Application</i>
Comments:	
Attachment(s):	<i>Exhibit 16.pdf</i> <i>Exhibit 18.pdf</i> <i>PriorAppRateAPL_Ed01-06-2020_revised.pdf</i> <i>PriorAppRateAPL_Ed01-06-2020_revised.xlsm</i> <i>PriorAppRateTI_Ed07-22-2020A_rev.pdf</i> <i>PriorAppRateTI_Ed07-22-2020A_rev.xlsm</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>New Prior Approval Rate Application</i>
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<i>Previous Version</i>	
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<i>Previous Version</i>	
Satisfied - Item:	<i>New Prior Approval Rate Application</i>
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Attachment(s):	<i>PriorAppRateAPL_Ed01-06-2020.pdf</i>

SERFF Tracking #:

EMCC-132483589

State Tracking #:

20-3096

Company Tracking #:

CA-LB-2020-01

State:

California

Filing Company:

Employers Mutual Casualty Company

TOI/Sub-TOI:

17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations

Product Name:

Linebacker

Project Name/Number:

/LB-Telecom, Private-20

PriorAppRateAPL_Ed01-06-2020.xlsm
Exhibit 16.pdf
Exhibit 18.pdf
AMD_PriorAppRateTI_Ed07-22-2020A.pdf
AMD_PriorAppRateTI_Ed07-22-2020A.xlsm

Previous Version

Satisfied - Item:

New Prior Approval Rate Application

Comments:

Attachment(s):

PriorAppRateAPL_Ed01-06-2020.pdf
PriorAppRateAPL_Ed01-06-2020.xlsm
Exhibit 16.pdf
Exhibit 18.pdf
PriorAppRateTI_Ed07-22-2020A.pdf
PriorAppRateTI_Ed07-22-2020A.xlsm

Previous Version

Satisfied - Item:

New Prior Approval Rate Application

Comments:

Attachment(s):

PriorAppRateAPL_Ed01-06-2020.pdf
PriorAppRateAPL_Ed01-06-2020.xlsm
Exhibit 16.pdf
Exhibit 18.pdf

Satisfied - Item:

Form Memorandum

Comments:

Attachment(s):

FORM_Memorandum_rev.pdf

Previous Version

Satisfied - Item:

Form Memorandum

Comments:

Attachment(s):

FORM_Memorandum.pdf

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

Supporting Document Schedule Item Changes

Satisfied - Item:	New Prior Approval Rate Application
Comments:	
Attachment(s):	Exhibit 16.pdf Exhibit 18.pdf PriorAppRateTI_Ed07-22-2020A_rev.pdf PriorAppRateTI_Ed07-22-2020A_rev.xlsm PriorAppRateAPL_Ed01-06-2020_revised.pdf PriorAppRateAPL_Ed01-06-2020_revised.xlsm
<i>Previous Version</i>	
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Comments:	
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<i>Previous Version</i>	
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<i>Previous Version</i>	
Satisfied - Item:	<i>New Prior Approval Rate Application</i>
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Attachment(s):	<i>PriorAppRateAPL_Ed01-06-2020.pdf</i>

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

	PriorAppRateAPL_Ed01-06-2020.xlsm Exhibit 16.pdf Exhibit 18.pdf AMD_PriorAppRateTI_Ed07-22-2020A.pdf AMD_PriorAppRateTI_Ed07-22-2020A.xlsm
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<i>Previous Version</i>	
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Satisfied - Item:	Form Memorandum
Comments:	
Attachment(s):	FORM_Memorandum_rev.pdf
<i>Previous Version</i>	
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Attachment(s):	<i>FORM_Memorandum.pdf</i>

Satisfied - Item:	Minimum Premium Support
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Attachment(s):	CA LB Min Prem Support.pdf Minimum Premium Support.xlsx
<i>Previous Version</i>	

SERFF Tracking #:

EMCC-132483589

State Tracking #:

20-3096

Company Tracking #:

CA-LB-2020-01

State:

California

Filing Company:

Employers Mutual Casualty Company

TOI/Sub-TOI:

17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations

Product Name:

Linebacker

Project Name/Number:

/LB-Telecom, Private-20

Satisfied - Item:	<i>Minimum Premium Support</i>
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Attachment(s):	<i>CA LB Min Prem Support.pdf</i>
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State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

Supporting Document Schedule Item Changes

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<i>Previous Version</i>	
Satisfied - Item:	<i>New Prior Approval Rate Application</i>
Comments:	
Attachment(s):	<i>PriorAppRateAPL_Ed01-06-2020.pdf</i>

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

	PriorAppRateAPL_Ed01-06-2020.xlsm Exhibit 16.pdf Exhibit 18.pdf AMD_PriorAppRateTI_Ed07-22-2020A.pdf AMD_PriorAppRateTI_Ed07-22-2020A.xlsm
<i>Previous Version</i>	
Satisfied - Item:	New Prior Approval Rate Application
Comments:	
Attachment(s):	PriorAppRateAPL_Ed01-06-2020.pdf PriorAppRateAPL_Ed01-06-2020.xlsm Exhibit 16.pdf Exhibit 18.pdf PriorAppRateTI_Ed07-22-2020A.pdf PriorAppRateTI_Ed07-22-2020A.xlsm
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Satisfied - Item:	Form Memorandum
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Satisfied - Item:	Minimum Premium Support
Comments:	
Attachment(s):	CA LB Min Prem Support.pdf Minimum Premium Support.xlsx
<i>Previous Version</i>	

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

Satisfied - Item:	Minimum Premium Support
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<i>Previous Version</i>	
Satisfied - Item:	Minimum Premium Support
Comments:	
Attachment(s):	CA LB Min Prem Support.pdf
<i>Previous Version</i>	
Satisfied - Item:	Minimum Premium Support
Comments:	
Attachment(s):	CA LB Min Prem Support.pdf

Satisfied - Item:	1-25-22 Objection Response
Comments:	
Attachment(s):	Objection 1-25-2022 Response.pdf

Form Schedule Item Changes									
Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	Notice of Cancellation Provided By Us - Designated Entity	IL7338	5-15	END	New			IL7338_201505.pdf	Date Submitted: 01/28/2022 By: Patty Johnson
2	Notice of Cancellation Provided By Us To Person(s) Or Organization(s) With Whom You Have Agreed In A Written Contract Or Agreement	IL7447	5-15	END	New			IL7447_201505.pdf	Date Submitted: 01/28/2022 By: Patty Johnson

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

Rate Schedule Item Changes

Item No.	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing Number	Date Submitted
1	Amended Manual Pages	LB-X-1 - LB-X-11, LB-TSMX-1	Replacement	Replaced from original submission of this filing	01/28/2022 By: Patty Johnson
<i>Previous Version</i>					
1	Amended Manual Page	LB-X-2	New		12/15/2021 By: Patty Johnson

Conclusion:

With this additional information, we respectfully request your approval of this filing.

Thank you.

Sincerely,

Patty Johnson

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	12/15/2021
Submitted Date	12/15/2021

Dear Won Choi,

Introduction:

We are in receipt of your objection letter dated December 10, 2021. Below, please find our response to your objection.

Response 1

Comments:

A revised minimum premium exhibit has been attached to the supporting documentations tab. We have revised our selected minimum premium to \$103 to remove the other acquisition expenses. Also, rule 10 has been amended to reflect the revised \$103 minimum premium. An amended copy of manual page LB-X-2 has been attached to the rate/rule schedule.

Related Objection 1

Applies To:

- Minimum Premium Support (Supporting Document)

Comments: Other Acquisition is not allowed because it is usually used for expenses other than issuing a policy.

Furthermore, what is the justification for rounding up \$243 to \$250 (or rounding the final calculation at all)?

Changed Items:

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

Supporting Document Schedule Item Changes

Satisfied - Item: Minimum Premium Support

Comments:

Attachment(s): CA LB Min Prem Support.pdf

Previous Version

Satisfied - Item: *Minimum Premium Support*

Comments:

Attachment(s): *CA LB Min Prem Support.pdf*

Previous Version

Satisfied - Item: *Minimum Premium Support*

Comments:

Attachment(s): *CA LB Min Prem Support.pdf*

No Form Schedule items changed.

Rate Schedule Item Changes

Item No.	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing Number	Date Submitted
1	Amended Manual Page	LB-X-2	New		12/15/2021 By: Patty Johnson

Conclusion:

Your continued review and approval of this filing is respectfully requested.

Thank you.

Sincerely,

Patty Johnson

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	11/04/2021
Submitted Date	11/04/2021

Dear Won Choi,

Introduction:

We have received your objection letter dated October 29, 2021. Below, please find our response to your objections.

Response 1

Comments:

Please see the 10-29-21 Objection Response attached to the supporting documentations tab. The Minimum Premium Support exhibit has been revised and an updated copy is also attached to the supporting documentations tab.

Finally, manual page LB-X-2 has been amended to reflect the revised \$250 minimum premium and a revised copy of the page has been attached to the rate/rule schedule. No other changes were made to pages LB-X-1 - LB-X-11 and LB-TSM-1.

Related Objection 1

Applies To:

- Minimum Premium Support (Supporting Document)

Comments: What kind costs go into the item# 3, General Expenses?

How much of the minimum premium is prorated when the insured cancels mid-policy?

How much of the minimum premium is prorated when the insurer cancels mid-policy?

It is the Department's position that the minimum premium consists only the fixed expenses that go into issuing a policy, which precludes all the items listed in the Minimum Premium Support except the item# 3, General Expenses. Including variable expenses and a load for losses or profit can be considered excessive for minimum premium.

Changed Items:

SERFF Tracking #:

EMCC-132483589

State Tracking #:

20-3096

Company Tracking #:

CA-LB-2020-01

State:

California

Filing Company:

Employers Mutual Casualty Company

TOI/Sub-TOI:

17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations

Product Name:

Linebacker

Project Name/Number:

/LB-Telecom, Private-20

Supporting Document Schedule Item Changes

Satisfied - Item: Minimum Premium Support

Comments:

Attachment(s): CA LB Min Prem Support.pdf

Previous Version

Satisfied - Item: *Minimum Premium Support*

Comments:

Attachment(s): *CA LB Min Prem Support.pdf*

Supporting Document Schedule Item Changes

Satisfied - Item: Minimum Premium Support

Comments:

Attachment(s): CA LB Min Prem Support.pdf

Previous Version

Satisfied - Item: *Minimum Premium Support*

Comments:

Attachment(s): *CA LB Min Prem Support.pdf*

Satisfied - Item: 10-29-21 Objection Response

Comments:

Attachment(s): 10-29-21 Objection Response.pdf

No Form Schedule items changed.

State: California

Filing Company:

Employers Mutual Casualty Company

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations

Product Name: Linebacker

Project Name/Number: /LB-Telecom, Private-20

Rate Schedule Item Changes

Item No.	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing Number	Date Submitted
1	Non-Agency Manual Pages	LB-X-1 - LB-X-11, LB-TSMX-1	New		11/04/2021 By: Patty Johnson
<i>Previous Version</i>					
1	<i>Non-Agency Manual Pages</i>	<i>LB-X-1 - LB-X-11, LB-TSMX-1</i>	<i>New</i>		<i>08/28/2020 By: Patty Johnson</i>
<i>Previous Version</i>					
1	<i>Non-Agency Manual Pages</i>	<i>LB-X-1 - LB-X-11, LB-TSMX-1</i>	<i>New</i>		<i>08/06/2020 By: Patty Johnson</i>

Conclusion:

With this additional information, your approval of this filing is respectfully requested.

Thank you.

Sincerely,

Patty Johnson

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

Response Letter

Response Letter Status Submitted to State
 Response Letter Date 10/18/2021
 Submitted Date 10/18/2021

Dear Won Choi,

Introduction:

We are in receipt of your objection letter dated October 15, 2021. Below, please find our response to your objection.

Response 1

Comments:

Please see the Minimum Premium Support exhibit attached to the supporting documentations tab. In addition, there is only one minimum premium per policy.

Related Objection 1

Applies To:

- Non-Agency Manual Pages, LB-X-1 - LB-X-11, LB-TSMX-1 (Rate)

Comments: Please show us what expense costs goes into the minimum premium(s).

Changed Items:

Supporting Document Schedule Item Changes	
Satisfied - Item:	Minimum Premium Support
Comments:	
Attachment(s):	CA LB Min Prem Support.pdf

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

With this additional information, your approval of this filing is respectfully requested.

Thank you.

Sincerely,

Patty Johnson

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	10/06/2021
Submitted Date	10/06/2021

Dear Won Choi,

Introduction:

We are in receipt of your objection letter dated September 30, 2021. Below, please find our response to your objection.

Response 1

Comments:

A revised prior approval rate template has been attached to the supporting documentations tab. We have revised the projection for our DCCE based on our historic countrywide Linebacker DCCE expense.

Related Objection 1

Applies To:

- New Prior Approval Rate Application (Supporting Document)

Comments: The error message on the right side of row 9 on Page 2 of the template file shows the "Change at Minimum %" is above 0.0%. You may want to revisit the projections stated in Page 6.1. Perhaps Historic Losses and/or DCCE are too high, or the written premium is too low.

Changed Items:

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

Supporting Document Schedule Item Changes

Satisfied - Item:	New Prior Approval Rate Application
Comments:	
Attachment(s):	Exhibit 16.pdf Exhibit 18.pdf PriorAppRateAPL_Ed01-06-2020_revised.pdf PriorAppRateAPL_Ed01-06-2020_revised.xlsm PriorAppRateTI_Ed07-22-2020A_rev.pdf PriorAppRateTI_Ed07-22-2020A_rev.xlsm
<i>Previous Version</i>	
Satisfied - Item:	<i>New Prior Approval Rate Application</i>
Comments:	
Attachment(s):	<i>Exhibit 16.pdf</i> <i>Exhibit 18.pdf</i> <i>PriorAppRateAPL_Ed01-06-2020_revised.pdf</i> <i>PriorAppRateAPL_Ed01-06-2020_revised.xlsm</i> <i>PriorAppRateTI_Ed07-22-2020A_corr.pdf</i> <i>PriorAppRateTI_Ed07-22-2020A_corr.xlsm</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>New Prior Approval Rate Application</i>
Comments:	
Attachment(s):	<i>Exhibit 16.pdf</i> <i>Exhibit 18.pdf</i> <i>PriorAppRateAPL_Ed01-06-2020_revised.pdf</i> <i>PriorAppRateAPL_Ed01-06-2020_revised.xlsm</i> <i>PriorAppRateTI_Ed07-22-2020A_revised.pdf</i> <i>PriorAppRateTI_Ed07-22-2020A_revised.xlsm</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>New Prior Approval Rate Application</i>
Comments:	
Attachment(s):	<i>PriorAppRateAPL_Ed01-06-2020.pdf</i> <i>PriorAppRateAPL_Ed01-06-2020.xlsm</i> <i>Exhibit 16.pdf</i> <i>Exhibit 18.pdf</i> <i>AMD_PriorAppRateTI_Ed07-22-2020A.pdf</i> <i>AMD_PriorAppRateTI_Ed07-22-2020A.xlsm</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>New Prior Approval Rate Application</i>
Comments:	
Attachment(s):	<i>PriorAppRateAPL_Ed01-06-2020.pdf</i>

SERFF Tracking #:

EMCC-132483589

State Tracking #:

20-3096

Company Tracking #:

CA-LB-2020-01

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

PriorAppRateAPL_Ed01-06-2020.xlsm
Exhibit 16.pdf
Exhibit 18.pdf
PriorAppRateTI_Ed07-22-2020A.pdf
PriorAppRateTI_Ed07-22-2020A.xlsm

Previous Version

Satisfied - Item: *New Prior Approval Rate Application*

Comments:

Attachment(s):

PriorAppRateAPL_Ed01-06-2020.pdf
PriorAppRateAPL_Ed01-06-2020.xlsm
Exhibit 16.pdf
Exhibit 18.pdf

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

We respectfully request your continued review and approval of this filing.

Thank you.

Sincerely,

Patty Johnson

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	09/29/2021
Submitted Date	09/29/2021

Dear Won Choi,

Introduction:

We have received your objection letter dated September 24, 2021. Below, please find our response to your objections.

Response 1

Comments:

We have corrected the Prior App Rate TI to include the missing information for Worksheet 2.Summary and 6.1 lines 1, 5-8 and 15. The corrected copy of the rate template has been attached to the supporting documentations tab.

Related Objection 1

Applies To:

- New Prior Approval Rate Application (Supporting Document)

Comments: In the latest rate template file, "Combined Total Earned Exposures for Latest Year" in Worksheet '2.Summary' needs to be filled out which would be a projected exposures for new programs. In a previous version of the template file you submitted, you had entered 20.

Page 6.1 lines 1, 5, 6, 7, 8 and 15 of the new program column are empty. They need to be filled out. The previous version of the template file ("AMD_PriorAppRateTI_Ed07-22-2020A.xlsm") had projected numbers there, but it produced rate indication that excluded 0.0%. You may want to revisit these numbers in page 6.1. Perhaps the projected written premium is too low or the projected losses & DCCE are too high.

Changed Items:

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

Supporting Document Schedule Item Changes

Satisfied - Item:	New Prior Approval Rate Application
Comments:	
Attachment(s):	Exhibit 16.pdf Exhibit 18.pdf PriorAppRateAPL_Ed01-06-2020_revised.pdf PriorAppRateAPL_Ed01-06-2020_revised.xlsm PriorAppRateTI_Ed07-22-2020A_corr.pdf PriorAppRateTI_Ed07-22-2020A_corr.xlsm
<i>Previous Version</i>	
Satisfied - Item:	<i>New Prior Approval Rate Application</i>
Comments:	
Attachment(s):	<i>Exhibit 16.pdf</i> <i>Exhibit 18.pdf</i> <i>PriorAppRateAPL_Ed01-06-2020_revised.pdf</i> <i>PriorAppRateAPL_Ed01-06-2020_revised.xlsm</i> <i>PriorAppRateTI_Ed07-22-2020A_revised.pdf</i> <i>PriorAppRateTI_Ed07-22-2020A_revised.xlsm</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>New Prior Approval Rate Application</i>
Comments:	
Attachment(s):	<i>PriorAppRateAPL_Ed01-06-2020.pdf</i> <i>PriorAppRateAPL_Ed01-06-2020.xlsm</i> <i>Exhibit 16.pdf</i> <i>Exhibit 18.pdf</i> <i>AMD_PriorAppRateTI_Ed07-22-2020A.pdf</i> <i>AMD_PriorAppRateTI_Ed07-22-2020A.xlsm</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>New Prior Approval Rate Application</i>
Comments:	
Attachment(s):	<i>PriorAppRateAPL_Ed01-06-2020.pdf</i> <i>PriorAppRateAPL_Ed01-06-2020.xlsm</i> <i>Exhibit 16.pdf</i> <i>Exhibit 18.pdf</i> <i>PriorAppRateTI_Ed07-22-2020A.pdf</i> <i>PriorAppRateTI_Ed07-22-2020A.xlsm</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>New Prior Approval Rate Application</i>
Comments:	
Attachment(s):	<i>PriorAppRateAPL_Ed01-06-2020.pdf</i>

SERFF Tracking #:

EMCC-132483589

State Tracking #:

20-3096

Company Tracking #:

CA-LB-2020-01

State:

California

Filing Company:

Employers Mutual Casualty Company

TOI/Sub-TOI:

17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations

Product Name:

Linebacker

Project Name/Number:

/LB-Telecom, Private-20

PriorAppRateAPL_Ed01-06-2020.xlsm
Exhibit 16.pdf
Exhibit 18.pdf

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

With this updated information, we respectfully requested your continued review and approval of this filing.

Thank you.

Sincerely,

Patty Johnson

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	11/02/2020
Submitted Date	11/02/2020

Dear Won Choi,

Introduction:

We have received your objection letter dated November 2, 2020. Below, is our response to your objection.

Response 1

Comments:

Regarding the above-referenced rate application, Employers Mutual Casualty Company (together "applicant") hereby waives all deemer provisions of California Insurance Code Section 1861.05, specifically, the 60-day deemer and the 180-day deemer. If the applicant wishes to reactivate the deemer provisions, the applicant will make its request in writing to the Department of Insurance Rate Filing Bureau, Los Angeles, California. Upon reactivation, the 60-day deemer will resume five days after the Department's receipt of the applicant's request to reactivate the deemer, on day 52, and the 180-day deemer will resume five days after the Department's receipt of the applicant's request to reactivate the deemer, on day 60.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

We respectfully request your continued review and approval of this filing.

Thank you.

Sincerely,

Patty Johnson

SERFF Tracking #:

EMCC-132483589

State Tracking #:

20-3096

Company Tracking #:

CA-LB-2020-01

State:

California

Filing Company:

Employers Mutual Casualty Company

TOI/Sub-TOI:

17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations

Product Name:

Linebacker

Project Name/Number:

/LB-Telecom, Private-20

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	09/03/2020
Submitted Date	09/03/2020

Dear Won Choi,

Introduction:

We have received your objection letter dated September 3, 2020. Below is our response to your objections.

Response 1

Comments:

The Rate Application has been revised to include the proposed Earned Premium per Exposure and the proposed effective date on page 4. A revised copy is attached to the supporting documents.

The submission date has been added to the Rate Template. Page 2 has been revised to show 0% proposed change. Since this is a new program, we do not have current rates on file and therefore the rate impact is 0%. The range starts at a minimum of +2.5%, however, as a new program there is no rate impact. A revised copy of the Rate Template has been added to the supporting documents.

Changed Items:

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

Supporting Document Schedule Item Changes

Satisfied - Item:	New Prior Approval Rate Application
Comments:	
Attachment(s):	Exhibit 16.pdf Exhibit 18.pdf PriorAppRateAPL_Ed01-06-2020_revised.pdf PriorAppRateAPL_Ed01-06-2020_revised.xlsm PriorAppRateTI_Ed07-22-2020A_revised.pdf PriorAppRateTI_Ed07-22-2020A_revised.xlsm
<i>Previous Version</i>	
Satisfied - Item:	<i>New Prior Approval Rate Application</i>
Comments:	
Attachment(s):	<i>PriorAppRateAPL_Ed01-06-2020.pdf</i> <i>PriorAppRateAPL_Ed01-06-2020.xlsm</i> <i>Exhibit 16.pdf</i> <i>Exhibit 18.pdf</i> <i>AMD_PriorAppRateTI_Ed07-22-2020A.pdf</i> <i>AMD_PriorAppRateTI_Ed07-22-2020A.xlsm</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>New Prior Approval Rate Application</i>
Comments:	
Attachment(s):	<i>PriorAppRateAPL_Ed01-06-2020.pdf</i> <i>PriorAppRateAPL_Ed01-06-2020.xlsm</i> <i>Exhibit 16.pdf</i> <i>Exhibit 18.pdf</i> <i>PriorAppRateTI_Ed07-22-2020A.pdf</i> <i>PriorAppRateTI_Ed07-22-2020A.xlsm</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>New Prior Approval Rate Application</i>
Comments:	
Attachment(s):	<i>PriorAppRateAPL_Ed01-06-2020.pdf</i> <i>PriorAppRateAPL_Ed01-06-2020.xlsm</i> <i>Exhibit 16.pdf</i> <i>Exhibit 18.pdf</i>

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

SERFF Tracking #:

EMCC-132483589

State Tracking #:

20-3096

Company Tracking #:

CA-LB-2020-01

State:

California

Filing Company:

Employers Mutual Casualty Company

TOI/Sub-TOI:

17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations

Product Name:

Linebacker

Project Name/Number:

/LB-Telecom, Private-20

Conclusion:

We respectfully request your continued review and approval of this filing.

Thank you.

Sincerely,

Patty Johnson

SERFF Tracking #:

EMCC-132483589

State Tracking #:

20-3096

Company Tracking #:

CA-LB-2020-01

State:

California

Filing Company:

Employers Mutual Casualty Company

TOI/Sub-TOI:

17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations

Product Name:

Linebacker

Project Name/Number:

/LB-Telecom, Private-20

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	09/03/2020
Submitted Date	09/03/2020

Dear Won Choi,

Introduction:

We are in receipt of your objection letter dated August 28, 2020. Below, please find our response to your objections.

Response 1

Comments:

A revised Rate Template has been attached to the supporting documents and includes the requested New Program projections information.

Changed Items:

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

Supporting Document Schedule Item Changes

Satisfied - Item:	New Prior Approval Rate Application
Comments:	
Attachment(s):	PriorAppRateAPL_Ed01-06-2020.pdf PriorAppRateAPL_Ed01-06-2020.xlsm Exhibit 16.pdf Exhibit 18.pdf AMD_PriorAppRateTI_Ed07-22-2020A.pdf AMD_PriorAppRateTI_Ed07-22-2020A.xlsm
<i>Previous Version</i>	
Satisfied - Item:	<i>New Prior Approval Rate Application</i>
Comments:	
Attachment(s):	<i>PriorAppRateAPL_Ed01-06-2020.pdf</i> <i>PriorAppRateAPL_Ed01-06-2020.xlsm</i> <i>Exhibit 16.pdf</i> <i>Exhibit 18.pdf</i> <i>PriorAppRateTI_Ed07-22-2020A.pdf</i> <i>PriorAppRateTI_Ed07-22-2020A.xlsm</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>New Prior Approval Rate Application</i>
Comments:	
Attachment(s):	<i>PriorAppRateAPL_Ed01-06-2020.pdf</i> <i>PriorAppRateAPL_Ed01-06-2020.xlsm</i> <i>Exhibit 16.pdf</i> <i>Exhibit 18.pdf</i>

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

With this additional information, your continued review and approval of this filing is respectfully requested.

Thank you.

Sincerely,
Patty Johnson

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

Response Letter

Response Letter Status Submitted to State
 Response Letter Date 08/28/2020
 Submitted Date 08/28/2020

Dear Won Choi,

Introduction:

We are in receipt of your objection letter dated August 19, 2020. Below, please find our response to your objection.

Response 1

Comments:

Per your request, we have attached the Rate Template to the supporting documentations tab.

In addition, it has come to our attention that our non-agency manual pages displayed incorrect rates for rules 21 and 23. As mentioned in Exhibit 16, we are filing our Linebacker rates in California equal to our Linebacker rates in Iowa as the coverage in both states is the same. We have attached corrected non-agency manual pages to the rate/rule schedule. No other changes were made to these pages, except for the rates in rules 21 and 23. We apologize for this oversight on our part.

Changed Items:

Supporting Document Schedule Item Changes	
Satisfied - Item:	New Prior Approval Rate Application
Comments:	
Attachment(s):	PriorAppRateAPL_Ed01-06-2020.pdf PriorAppRateAPL_Ed01-06-2020.xlsm Exhibit 16.pdf Exhibit 18.pdf PriorAppRateTI_Ed07-22-2020A.pdf PriorAppRateTI_Ed07-22-2020A.xlsm
<i>Previous Version</i>	
Satisfied - Item:	<i>New Prior Approval Rate Application</i>
Comments:	
Attachment(s):	<i>PriorAppRateAPL_Ed01-06-2020.pdf PriorAppRateAPL_Ed01-06-2020.xlsm Exhibit 16.pdf Exhibit 18.pdf</i>

SERFF Tracking #:

EMCC-132483589

State Tracking #:

20-3096

Company Tracking #:

CA-LB-2020-01

State: California

Filing Company:

Employers Mutual Casualty Company

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations

Product Name: Linebacker

Project Name/Number: /LB-Telecom, Private-20

No Form Schedule items changed.

Rate Schedule Item Changes					
Item No.	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing Number	Date Submitted
1	Non-Agency Manual Pages	LB-X-1 - LB-X-11, LB-TSMX-1	New		08/28/2020 By: Patty Johnson
<i>Previous Version</i>					
1	<i>Non-Agency Manual Pages</i>	<i>LB-X-1 - LB-X-11, LB-TSMX-1</i>	<i>New</i>		<i>08/06/2020 By: Patty Johnson</i>

Conclusion:

With this additional information, your continued review and approval of this filing is respectfully requested.

Thank you.

Sincerely,

Patty Johnson

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

Response Letter

Response Letter Status Submitted to State
Response Letter Date 08/17/2020
Submitted Date 08/17/2020

Dear Won Choi,

Introduction:

We have received your objection letter dated August 14, 2020. Below, is our response to your objection.

Response 1

Comments:

Since this is a new program in California, there is no state-specific rate information available. We did provide our domiciliary state and countrywide experience with Exhibit 16. If you want us to provide additional countrywide rate information, we would need additional time to provide it.

Related Objection 1

Applies To:

- New Prior Approval Rate Application (Supporting Document)

Comments: Submit the Prior Approval Rate Template.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

Please let us know how you would like us to proceed.

Thank you.

Sincerely,

Patty Johnson

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

Note To Filer

Created By:

Won Choi on 09/30/2021 06:03 PM

Last Edited By:

Won Choi

Submitted On:

09/30/2021 06:07 PM

Subject:

RE: Clarification

Comments:

I apologize for my poor choice of words. When it comes to new program filings, the indicated Change at Minimum % must be less than 0.0% and the indicated Change at Maximum % must be greater than 0.0%. These calculations are shown in worksheet '2.Summary' of the Template file. The range of these two must encompass 0.0%. These are calculations based on the projection numbers entered by companies on page 6.1.

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

Note To Reviewer

Created By:

Patty Johnson on 09/27/2021 11:35 AM

Last Edited By:

Patty Johnson

Submitted On:

09/27/2021 11:35 AM

Subject:

Clarification

Comments:

Would you please clarify what you mean by "it produced rate indication that excluded 0.0%" in the second paragraph.

Thank you for your help.

Patty Johnson

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

Note To Filer

Created By:

Won Choi on 09/24/2021 01:30 PM

Last Edited By:

Won Choi

Submitted On:

09/24/2021 01:30 PM

Subject:

RE: Status of Filing

Comments:

I do not have any questions regarding this filing, but it has come to my attention that certain required numbers in the Rate Template file are missing that makes that file technically invalid. I am sending an objection letter now to describe what are missing. I will get this filing pushed through as soon as you can get them filled in. If you have any questions regarding the missing numbers, please let me know. won.choi@insurance.ca.gov

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

Note To Reviewer

Created By:

Patty Johnson on 07/08/2021 11:01 AM

Last Edited By:

Patty Johnson

Submitted On:

07/08/2021 11:04 AM

Subject:

Status of Filing

Comments:

On November 2, 2020, we waived the deemer provisions for this filing, and it appears that we are passed the 180 day deemer date. Can you provide a time frame of when you might start the review process again for this filing?

Thank you.

Patty Johnson

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

Note To Reviewer

Created By:

Patty Johnson on 05/20/2021 06:32 AM

Last Edited By:

Patty Johnson

Submitted On:

05/20/2021 06:33 AM

Subject:

Status of Filing

Comments:

Our last correspondence for this filing was on November 2, 2020. Would you be able to provide a status of this filing and explain why the State Status says Hold?

Thank you.

Patty Johnson

State: California

Filing Company:

Employers Mutual Casualty Company

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations

Product Name: Linebacker

Project Name/Number: /LB-Telecom, Private-20

Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		Linebacker Public Official's and Employment Practices Liability Coverage Form	CL7001	1-18	PCF	New			CL7001 1-18.pdf
2		Linebacker Private Entity and Employment Practices Liability Coverage Form	CL7021	1-18	PCF	New			CL7021 1-18.pdf
3		Nuclear Energy Liability Exclusion Endorsement	CL7110	1-18	END	New			CL7110 1-18.pdf
4		Board Only Endorsement	CL7112	1-18	END	New			CL7112 1-18.pdf
5		Limited Public Officials Errors & Omissions Endorsement For Professionals	CL7114	10-12	END	New			CL7114 10-12.pdf
6		Data Processors Errors and Omissions Exclusion	CL7116	1-18	END	New			CL7116 1-18.pdf
7		Drug Testing Exclusion	CL7117	1-18	END	New			CL7117 1-18.pdf
8		Additional Insured - Designated Person or Entity	CL7124	1-18	END	New			CL7124 1-18.pdf
9		Additional Insured - Designated Person or Entity Primary and Noncontributory Basis	CL7124.1	1-18	END	New			CL7124.1 1-18.pdf
10		Amendment in Policy Limit Endorsement	CL7126	1-18	END	New			CL7126 1-18.pdf
11		Tort Liability Endorsement	CL7128	5-20	END	New			CL7128 5-20.pdf
12		Loss of Salary or Fringe Benefits Endorsement	CL7130.1	10-19	END	New			CL7130.1 10-19.pdf
13		Health Care Extension	CL7149	1-18	END	New			CL7149 1-18.pdf
14		Fungi or Bacteria Exclusion	CL7153	1-18	END	New			CL7153 1-18.pdf
15		Cap on Losses From Certified Acts of Terrorism	CL7156	1-18	END	New			CL7156 1-18.pdf
16		Exclusion of Certified Acts of Terrorism	CL7159	1-18	END	New			CL7159 1-18.pdf

State: California

Filing Company:

Employers Mutual Casualty Company

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations

Product Name: Linebacker

Project Name/Number: /LB-Telecom, Private-20

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
17		Exclusion of Punitive Damages Related to a Certified Act of Terrorism	CL7161	1-18	END	New			CL7161 1-18.pdf
18		Exclusion of Terrorism	CL7168	1-18	END	New			CL7168 1-18.pdf
19		Supplemental Extended Reporting Period Endorsement	CL7173	10-12	END	New			CL7173 10-12.pdf
20		Linebacker Amendment - Land Use Endorsement	CL7179	2-15	END	New			CL7179 2-15.pdf
21		Limited Law Enforcement Extension Endorsement	CL7181	1-18	END	New			CL7181 1-18.pdf
22		Data Compromise and Cyber Liability Exclusion	CL7202	10-15	END	New			CL7202 10-15.pdf
23		Exclusion - Unmanned Aircraft	CL7210	1-16	END	New			CL7210 1-16.pdf
24		Limited Private Entity Errors & Omissions Endorsement For Professionals	CL7213	1-18	END	New			CL7213 1-18.pdf
25		Supplemental Extended Reporting Period Endorsement	CL7214	1-18	END	New			CL7214 1-18.pdf
26		Data Compromise and Cyber Liability Exclusion	CL7215	1-18	END	New			CL7215 1-18.pdf
27		Exclusion - Unmanned Aircraft	CL7216	1-18	END	New			CL7216 1-18.pdf
28		Linebacker Amendment - Land Use Endorsement	CL7217	1-18	END	New			CL7217 1-18.pdf
29		Failure to Obtain or Maintain Insurance Endorsement	CL7218	1-18	END	New			CL7218 1-18.pdf
30		Silica or Silica-Related Dust Exclusion	CL7222	3-20	END	New			CL7222 3-20.pdf
31		California Changes - Cancellation and Nonrenewal	CL7225	7-20	END	New			CL7225 7-20.pdf

SERFF Tracking #:

EMCC-132483589

State Tracking #:

20-3096

Company Tracking #:

CA-LB-2020-01

State: California

Filing Company:

Employers Mutual Casualty Company

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations

Product Name: Linebacker

Project Name/Number: /LB-Telecom, Private-20

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
32		Notice of Cancellation Provided By Us - Designated Entity	IL7338	5-15	END	New			IL7338_201505.pdf
33		Notice of Cancellation Provided By Us To Person(s) Or Organization(s) With Whom You Have Agreed In A Written Contract Or Agreement	IL7447	5-15	END	New			IL7447_201505.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

LINEBACKER PUBLIC OFFICIAL'S AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

COVERAGES A AND B PROVIDE CLAIMS – MADE AND REPORTED COVERAGE PLEASE READ THE ENTIRE FORM CAREFULLY

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. 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 II – Who is an Insured**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **Section VI – Definitions**.

SECTION I – COVERAGES

1. Insuring Agreement Coverage A – Public Officials Liability and Coverage B – Employment Practices Liability

a. Public Officials Liability

We will pay for “defense expense(s)” and/or those sums that the insured becomes legally obligated to pay as “damages” because of a “public official’s wrongful act” rendered in discharging duties on behalf of the named insured.

b. Employment Practices Liability

We will pay for “defense expense(s)” and/or those sums that the insured becomes legally obligated to pay as “damages” because of an “employment wrongful act” rendered in discharging duties on behalf of the named insured.

2. Coverage Activation

a. “Damages” are paid excess of the deductible stated in the Declarations provided that:

- (1) The “wrongful act” on which the claim is based occurs on or after the “retroactive date” shown in the Declarations and not after the end of the policy period; and
- (2) The claim is first made and reported against any past, present or future insured:
 - (a) During the policy period, or
 - (b) If extended reporting period applies, during that period.

b. A claim will be deemed to have been made at the earliest of the following times:

- (1) When a claim is received by any insured;
- (2) When a claim is received by us; or
- (3) When you become aware of a “wrongful act” which may give rise to a claim being made against you.

c. You must give prompt written notice to us of such circumstances no later than:

- (a) The end of the policy period; or
- (b) If the Basic Extended Reporting Period applies, the end of the Basic Extended Reporting Period.

d. This insurance does not apply to any claim arising out of any “wrongful act” that occurs prior to the effective date of this policy or prior to the first policy issued by us that is an uninterrupted renewal that was either:

- (1) The subject of any demand, claim or other proceeding which was initiated against the insured; or
- (2) Based upon facts and circumstances which would cause a reasonable person to believe a claim would be made and which was known to any insured.

e. All claims resulting from a single “wrongful act” or a series of related “wrongful acts” shall be deemed one “wrongful act”. All such “wrongful acts” shall be deemed to have occurred at the time the first “wrongful act” took place or is alleged to have taken place.

3. Defense and “Defense Expenses”

a. With regard to any claim we defend:

- (1) “Defense expenses” are subject to the deductible, and
- (2) We shall have the right and duty to select counsel.
- (3) Our duty to pay “defense expenses” begins only after we are notified of a claim. Any previous expenses incurred are not covered and will not apply with respect to your deductible obligations.
- (4) Our obligation to pay further “defense expenses” ends after the first judgment has been entered by a court of law except for appeals of such judgment made by the claimant.

(5) We do not have a duty to defend the insured against any claim, for "damages" or relief or redress in any form, to which this insurance does not apply.

b. We will provide defense and pay "damages" of any claim seeking monetary damages that are covered by this policy. With regard to these claims:

(1) We shall pay "defense expenses" incurred in the defense of a covered claim, in addition to the applicable limit of liability.

(2) We are not obligated to defend any claim or to pay any "defense expense" after our limit of liability has been exhausted by payment of "damages".

(3) We will pay plaintiff/claimant attorney's fees/expenses, if awarded in satisfaction of a claim pursuant to statute, subject to the policy's limits of liability. This provision plus any "damages" will not exceed the Each Loss limit of liability shown in the Declarations. You will be responsible for the deductible.

c. We will provide defense of claims to which this insurance applies that we have a duty to defend which are:

(1) Not seeking monetary damages or not seeking monetary damages other than plaintiff/claimant attorney fees/expenses;

(2) Seeking only injunctive or other non-monetary relief or redress; or

(3) Seeking monetary "damages" that are not covered by this policy.

"Defense expenses" paid in defense of these claims are within the policy's limits of liability. Our obligation to pay "defense expenses" ends when the limit of liability shown in the Declarations has been exhausted by the payment of "defense expenses".

We will pay plaintiff/claimant attorney's fees/expenses, if awarded pursuant to statute in satisfaction of a claim, subject to the policy's limits of liability. This provision plus any "defense expense" will not exceed the Each Loss limit of liability shown in the Declarations. You will be responsible for the deductible.

4. Supplementary Payments

a. We will pay in addition to our limit of liability with respect to any claim we defend:

(1) All expenses we incur.

(2) The cost of bonds required of an insured to release attachments because of the claim, but only to the extent the bond amounts are within the applicable limit of insurance. We are not required to apply for or furnish any bonds.

(3) All costs taxed against an insured in the claim except for plaintiff/claimant attorney's fees/expenses.

(4) Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.

(5) Interest on the covered amount of any judgment which accrues after a judgment is entered. Our duty to pay interest ends when we pay, offer to pay, or deposit in court that part of the judgment that is within the applicable limit of insurance.

(6) Reasonable expenses an insured incurs at our request, other than loss of earnings. Such expenses do not include salaries of officials or "employees" of the insured.

5. Exclusions – Coverage A and Coverage B

Each of the following exclusions is an absolute exclusion with no duty to defend or pay "damages" unless otherwise indicated. If both an absolute exclusion and an exclusion with a duty to defend apply, coverage for "defense expenses" is excluded and we have no duty to defend.

This insurance does not apply to:

a. Abuse or Molestation

Any claim arising out of:

(1) The actual or threatened abuse or molestation by anyone of any person; or

(2) The negligent:

(a) Hiring;

(b) Employment;

(c) Investigation;

(d) Supervision;

(e) Reporting to the proper authorities, or failure to report; or

(f) Retention

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by (1) above.

This exclusion does not apply to the extent coverage is provided under **Section I 1.b.** – Employment Practices Liability.

b. "Bodily Injury", "Property Damage", or "Personal and Advertising Injury"

(1) "Bodily injury";

(2) "Property damage";

(3) "Personal and advertising injury", applicable to Coverage A only.

c. Bonds or Taxes

(1) Debt financing, including but not limited to bonds, notes, debentures, guarantees of debt; or any facts or representations in the process of procuring bonds;

- (2) Taxes, including without limitation, the formulation of tax rates, assessments, the collection of taxes and/or the disbursement of tax refunds.

We will defend a claim under **5.c.**, but will have no obligation to pay “damages”.

d. Contractual Liability

- (1) Amounts actually or allegedly due under the terms of a contract;
- (2) Failure, refusal, or inability of the insured to enter into, renew or perform any contract or agreement. Exclusion **5.d. (2)** applies to Coverage **A** only; or
- (3) The procurement of goods and/or services, including, but not limited to construction, architect, or engineering, contracts or agreements.

We will defend a claim under Exclusion **5.d.**, but will have no obligation to pay “damages”.

e. Knowingly Wrongful Acts, Illegal Acts, Self-Dealing or Illegal Profit

- (1) Any criminal, malicious, fraudulent, knowingly wrongful, or dishonest act or omission.
- (2) Any “wrongful act” based upon or attributable to an insured gaining any personal profit or advantage to which an insured is not legally entitled.
- (3) The return of any remuneration paid to an insured if such payment is held to be in violation of the law.

This exclusion shall not apply until it has been established that the insured did commit such “wrongful act”.

f. Electromagnetic Fields

- (1) Any cost or expense arising out of, resulting from, caused or contributed to by, electromagnetic fields, provided that such injury or damage results from or is contributed to by the hazardous properties of electromagnetic fields;
- (2) The costs of abatement or mitigation of:
 - (a) Electromagnetic fields; or
 - (b) Exposure to electromagnetic fields;
- (3) Any supervision, instructions, recommendations, warning or advice given or which should have been given in connection with paragraphs (1) and (2) above; or
- (4) Any obligation to share damages with or repay someone else who must pay damages in connection with paragraphs (1), (2) or (3) above.

g. Expected or Provided Facilities, Products or Services

Any expense for facilities, products or services normally provided or expected, by anyone, to be provided by the insured. We will defend a claim under Exclusion **5.g.**, but will have no obligation to pay “damages”.

h. Failure to Obtain and Maintain Insurance

The failure to obtain or maintain any insurance, bond, or self-insurance fund, or the failure to advise or counsel with respect to procuring, obtaining or maintaining of any insurance coverage, bond or self-insurance fund.

i. Federal, State or Local Laws

Any actual or alleged violation of the Fair Labor Standards Act (FLSA), Worker Adjustment and Retraining Notification Act (WARN), Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), or the Occupational Safety and Health Act (OSHA).

This exclusion also applies to any rules or regulations promulgated under any of the foregoing and amendments thereto or any similar provisions of any federal, state or local law, and to that part of any “damages” awarded for the cost or replacement of any insurance benefits due or alleged to be due to any current or former “employee”.

j. Fiduciary Liability

Any obligation or duty imposed by:

- (1) The Employee Retirement Income Security Act (ERISA) of 1974, including subsequent amendments or similar federal, state or local law or regulation; or
- (2) “Administration” of any “employee benefit program” or self-insurance fund; or
- (3) Investment activities, including any actual or alleged violation of any state or federal securities law; or
- (4) Activities in any other fiduciary capacity.

k. Law Enforcement Activities

Any law enforcement activities to protect the public or property including the operation of adult or juvenile correctional or detention facilities or programs. This exclusion applies to Coverage **A** only.

l. Land Use

The direct or indirect operation of the principles of eminent domain, including but not limited to: adverse possession; taking of property; and condemnation or inverse condemnation proceedings.

However, we will defend a claim against the insured for exercising its zoning or permitting duties in a land use regulatory capacity, but we will not have any obligation to pay “damages”.

m. Lead

- (1) Any cost or expense to abate, mitigate, remove or dispose of lead, lead compounds, or materials containing lead;
- (2) The actual, alleged or threatened expense arising out of, resulting from, caused by or contributed to by the toxic or pathological properties of lead, lead compounds or lead contained in any materials;
- (3) Any supervision, instructions, recommendations, warning or advice given or which should have been given in connection with paragraphs (1) or (2) above; or
- (4) Any obligation to share damages with or repay someone else who must pay damages in connection with paragraphs (1), (2) or (3) above.

n. National Flood Insurance

Any insured's:

- (1) Failure to comply with;
- (2) Attempt to comply with; or
- (3) Compliance with

the provisions of the National Flood Insurance Act of 1968 as amended or any similar federal, state, or local laws.

However, this exclusion does not apply if the insured is a school.

o. Pollution

- (1) Arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants; or
- (2) Arising out of any governmental direction or request that any insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants; or
- (3) The failure or refusal of an insured to comply with any federal, state, or local law or regulation regarding pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, asbestos or any substance containing asbestos, fibers, fumes, or any other airborne contaminants, acids, alkalis, sound, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

p. "Professional Services"

Based upon or arising out of the performance of, or failure to render "professional services", even if unpaid, rendered by:

- (1) You;
- (2) One of your "employees"; or
- (3) Anyone else for whom you are responsible.

q. War

- (1) War, including undeclared or civil war;

- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

r. Infringement of Intellectual Property Rights

Any actual or alleged infringement of trademark, copyright, patent, trade secret or other intellectual property rights; however, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

s. Wages, Salaries, Fringe Benefits and/or Employee Benefits

Any wages, salaries, fringe benefits or any other similar employee benefits, educational expenses, overtime or similar "damages", under any federal, state, or local statutes, rules, ordinances or regulations. We will defend a claim under Exclusion 5.s., but will have no obligation to pay "damages".

6. Additional Exclusions Regarding Coverage B Only

This insurance does not apply to:

a. Contractual Liability

Any assumption of liability in a contract or agreement. This exclusion does not apply to liability for a "wrongful act" that the insured would have in the absence of the contract or agreement.

b. Capital Improvements

Any cost of complying with physical modifications to your premises or any changes to your usual operations as mandated by the Americans with Disabilities Act of 1990 including any amendment thereto, or any similar federal, state or local law.

We will defend a claim under Exclusion 6.b., but will have no obligation to pay "damages".

c. Labor Disputes

Any lockout, strike, picket lines, related worker replacement(s) or other similar actions resulting from labor disputes or labor negotiations or any protections contained within the National Labor Relations Act of 1938 (NLRA) or similar state or local laws.

d. Workers Compensation, Disability or Unemployment Compensation Laws

Any obligation or duty imposed by workers compensation, disability benefits or unemployment compensation law, or any similar law; however, this exclusion shall not apply to any claim based upon, arising from, or in consequence of any actual or alleged retaliatory treatment of the claimant by the insured on account of the claimant's exercise of rights pursuant to any such law.

SECTION II – WHO IS AN INSURED

1. Each of the following is an insured:
 - a. The “organization” named in the Declarations.
 - b. The “organization’s” past, present, or future lawfully elected, appointed or employed officials.
 - c. Lawfully appointed members of the commissions, boards, or other units operated under your jurisdiction and within an allocation of your total operating budget, provided however, that none of the above are insureds with respect to operations involving airports, transit authorities, hospitals, nursing homes, housing authorities, port authorities, gas utilities or electric utilities unless specifically stated in the declarations that boards are covered.
 - d. “Employees”, past, present or future of the “organization” while acting within the course and scope of their employment while conducting the business of the “organization”.
 - e. “Volunteers” past, present or future including student teachers while acting within the scope of their duties for the organization.
 - f. The estates, heirs, legal representatives or assigns of deceased persons who were insureds at the time of the “wrongful act” upon which a claim is based.
2. Insured shall also include those insureds serving on the board of an entity other than the “organization” provided that the following conditions are met:
 - a. The outside entity is tax exempt;
 - b. The appointment of the insured to the outside entity is based solely upon that person being an “employee” or lawfully elected or appointed governing board member of the “organization”; and
 - c. The “organization” directs the insured to serve on the board of the outside entity.
3. Insured does not include any person working on retainer and/or as an independent contractor.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Liability shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or brought; or
 - c. Person or organizations making or bringing claims.
2. The Each Loss limit is the most we will pay for the sum of “Damages” arising out of:
 - a. Coverage **A**, Public Officials Liability and
 - b. Coverage **B**, Employment Practices Liability.

The aggregate limit is the most we will pay for all losses arising from all “wrongful acts” to which this insurance applies and for which a claim is first made during the policy period.

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

SECTION IV – CONDITIONS

1. Your Duties In The Event Of A Wrongful Act

- a. We or our agent must have prompt written notice from you or someone on your behalf of any “wrongful act” that may involve this policy. The notice should identify this policy and give us the facts of the “wrongful act” including names and addresses of claimants and witnesses.
- b. If you receive a claim, you agree to immediately furnish us with a copy as well as copies of any other papers pertinent to the “wrongful act”.
- c. You must authorize us to obtain needed records and other information.
- d. You further agree to cooperate with us in the defense of any “wrongful act” likely to involve this policy. You shall not, except at your own expense, voluntarily make any payment, assume any obligation, or incur any expense unless we provide written consent to do so.
- e. You must assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of injury or damage to which this insurance may also apply.

2. Transfer Of Right Of Recovery Against Others To Us

If an insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help enforce them.

3. Action Against Us

No legal action may be brought against us unless:

- a. You have complied with all the terms of the policy; and
- b. The amount for which you are legally liable has been determined by court judgment; or
- c. An agreement has been signed by you, us and the claimant.

4. Deductible

The deductible is the amount shown in the Declarations and is the amount for which you are responsible. A single deductible applies to each claim and can be met either by “damages” or “defense expenses”, or a combination of both. The deductible does not reduce the applicable liability limits. We may, or will if required by law, pay part of or all of any deductible amount to effect settlement of any claim. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

5. Bankruptcy

If you become bankrupt or insolvent, we will still be responsible for our obligations under this policy.

6. Representations

By accepting this policy, you agree:

- a. The statements in the application are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Other Insurance

This insurance is excess over other insurance whether primary, excess, contingent or on any other basis, except for insurance purchased specifically to apply in excess of this insurance. When this insurance is excess, we have no duty to defend the insured against any claim if any other insurer has a duty to defend the insured against that claim. When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

- a. The total amount that all other insurance would pay in the absence of this insurance; and
- b. The total of all deductible and self-insured amounts under the other insurance.

If we share the loss, we will do so by equal share contribution if allowed by the other insurance. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If equal share contribution is not permitted, we will contribute by the ratio our limit bears to the total applicable limits of all insurance. Under this method, each insurer’s share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Other insurance includes, but is not limited to, coverage or benefits provided by self-insurance arrangements, pools, self-insurance trusts, captive insurance companies, retention groups, reciprocal exchanges, or any other plan or agreement of risk transfer or assumption.

8. Severability

Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

- a. As if each insured were the only insured; and
- b. Separately to each insured against whom a claim is made.

9. State Law

If this policy conflicts with your state or local laws, it is changed to conform to the laws.

10. When We Do Not Renew

If We decide not to renew this Coverage Form, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – EXTENDED REPORTING PERIODS

1. We will provide an Extended Reporting Period as described below, if:

- a. This Coverage Form is canceled or not renewed for any reason except non-payment of the premium; or
- b. We renew or replace this Coverage Form with other insurance that:
 - (1) Provides claims-made coverage for “wrongful act” liability; and
 - (2) Has a “retroactive date” later than the one shown in this Coverage Form’s Declarations; or
 - (3) We replace the Coverage Form with other insurance that applies to “wrongful act” liability on other than a claims-made basis.

2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims for “damages” due to a “wrongful act” that occurs before the end of the policy period but not before the “retroactive date”, if any, shown in the Declarations.

Once in effect, Extended Reporting Periods may not be canceled.

3. There are two Extended Reporting Period options available described below:

- a. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for 60 days with respect to claims arising from “wrongful acts” not previously reported to us.

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

The Basic Extended Reporting Period does not reinstate or increase the Limit of Liability.

- b. A Supplemental Extended Reporting Period Endorsement is available, for an additional premium charge. The Supplemental Extended Reporting Period will be as set forth in either (1) or (2) below:

(1) Twelve months starting when the Basic Extended Reporting Period, set forth in Paragraph 3. above ends; or

(2) Sixty months starting when the Basic Extended Reporting Period, set forth in Paragraph 3. above ends.

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

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

- i) The exposures insured;
- ii) Previous types and amounts of insurance;
- iii) Limits of Insurance available under this Coverage Form for future payment of damages; and
- iv) Other related factors.

- (b) The additional premium will be:

- i) Ninety percent (90%) of the annual premium for this Coverage Form when the twelve month option is chosen; or
- ii) Two hundred percent (200%) of the annual premium for this Coverage Form when the sixty month option is chosen.

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

- (c) If the Supplemental Extended Reporting Period is in effect, we will provide the Supplemental Aggregate Limit of Insurance, as indicated in the Supplemental Extended Reporting Period Endorsement, but only for claims first received and recorded during the Supplemental Extended Reporting Period. For those claims first received during the Supplemental Extended Reporting Period, coverage is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

SECTION VI – DEFINITIONS

1. **“Administration”** means:

- a. Giving counsel to “employees” with respect to “employee benefit programs”;
- b. Interpreting “employee benefit programs”;
- c. Handling of records in connection with “employee benefit programs”; and
- d. Effecting enrollment of “employees” under “employee benefit programs”.

2. **“Advertisement”** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are broadcast or published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

3. **“Bodily injury”** means “bodily injury”, sickness or disease sustained by a person, including death resulting from any of these at any time.

“Bodily injury” does not include mental anguish that results from an “employment wrongful act”.

4. **“Damages”** means those amounts that the insured becomes legally obligated to pay for claims arising out of a “wrongful act” to which this insurance applies.

“Damages” does not include:

- a. Fines or penalties imposed by law;
- b. Salaries of your “employees” and office expenses incurred by you; or
- c. Judgments, or awards arising out of matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed.

5. **“Defense expenses”** are sums payable to others for investigation, litigation, negotiation, or settlement of any claim which we deem expedient. “Defense expenses” do not include our own internal company claim adjustment expenses, or any plaintiff/claimant attorney’s fee/expenses.

6. **“Employee”** means an individual whose labor or service is engaged by and directed by the insured or a member of the “organization.” This includes part-time, seasonal and temporary employees as well as any individual employed in a supervisory or managerial position. But “employee” does not include an independent contractor or any “employees” of any independent contractor, “leased worker”, or “temporary worker”.

7. **“Employee benefit programs”** means:
- a. Group life insurance, group accident or health insurance, investment plans or savings plans, profit sharing plans, pension plans and stock subscription plans, provided that no one other than an “employee” of the insured may subscribe to such insurance or plans; and
 - b. Unemployment insurance, social security benefits, worker’s compensation and disability benefits.
8. **“Leased worker”** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. “Leased worker” does not include a “temporary worker”.
9. **“Organization”** means the entity named in the Declarations as the Named Insured.
10. **“Personal and advertising injury”** means injury, other than “bodily injury”, arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. Wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person’s right of privacy;
 - f. The use of another’s advertising idea in your “advertisement”; or
 - g. Infringing upon another’s copyright, trade dress or slogan in your “advertisement”.
11. **“Professional services”** means anyone employed or serving in any of the following professions while performing their duties as such:
- a. The practice of medicine, including, but not limited to, physician, surgeon, osteopath, chiropractor, anesthesiologist, dentist, psychiatrist, psychologist, nurse, or pharmacist; and
 - b. The practice of law, including but not limited to, the judiciary.
- “Professional services” shall not include a response to an official call to duty for emergency services by an “organization’s” fire, ambulance or rescue facility.
12. **“Property damage”** means:
- a. Physical injury to tangible property, including all resulting loss of use of that property; and
 - b. Loss of use of tangible property that is not physically injured.
13. **“Retroactive date”** means the date specified in the Declarations. Those “wrongful acts” that occur prior to the “retroactive date” are not covered by this policy.
14. **“Temporary worker”** means a person who is furnished to you to substitute for a permanent “employee” on leave or to meet seasonal or short-term workload conditions.
15. **“Volunteer”** means any person whose services are uncompensated and whose activities are directed and supervised by, and for the benefit of the “organization”.
16. **“Wrongful act”** includes any of the following:
- a. **“Employment wrongful act”** means any of the following actual or alleged practices directed against any of your “employees”, “leased workers”, “temporary workers”, former “employees”, or any applicant for employment with you and for which remedy is sought under any federal, state or local statutory or common civil employment law:
 - (1) Wrongful refusal to employ an applicant for employment;
 - (2) Wrongful failure to promote an “employee”, wrongful deprivation of career opportunity; or wrongful failure to grant tenure;
 - (3) Wrongful: demotion, retaliation, evaluation, supervision, reassignment, or discipline;
 - (4) Wrongful termination of employment, including retaliatory or constructive discharge;
 - (5) Employment related misrepresentation;
 - (6) Sexual harassment or workplace harassment;
 - (7) Any employment related coercion discrimination, or humiliation, as a consequence of race, color, creed, national origin, marital status, medical condition, gender, age, physical and or mental impairments, pregnancy, sexual orientation or preference or other status that is protected pursuant to any applicable federal, state, or local employment ordinance or statute; or
 - (8) Employment-related libel, slander, defamation, or invasion of privacy.
 - b. **“Public official’s wrongful act”** shall mean any of the following:
 - (1) Actual or alleged errors;
 - (2) Misstatement or misleading statement;
 - (3) Act, omission, neglect, or breach of duty by an insured

in the discharge of the duties of the “organization”.

“Public Officials Wrongful Act(s)” does not include an “employment wrongful act”.

LINEBACKER PRIVATE ENTITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

COVERAGES A AND B PROVIDE CLAIMS – MADE AND REPORTED COVERAGE PLEASE READ THE ENTIRE FORM CAREFULLY

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. 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 II – Who is an Insured**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **Section VI – Definitions**.

SECTION I – COVERAGES

1. Insuring Agreement Coverage A – Private Entity Liability and Coverage B – Employment Practices Liability

a. Private Entity Liability

We will pay for “defense expense(s)” and/or those sums that the insured becomes legally obligated to pay as “damages” because of a “private entity’s wrongful act” rendered in discharging duties on behalf of the named insured.

b. Employment Practices Liability

We will pay for “defense expense(s)” and/or those sums that the insured becomes legally obligated to pay as “damages” because of an “employment wrongful act” rendered in discharging duties on behalf of the named insured.

2. Coverage Activation

a. “Damages” are paid excess of the deductible stated in the Declarations provided that:

- (1) The “wrongful act” on which the claim is based occurs on or after the “retroactive date” shown in the Declarations and not after the end of the policy period; and
- (2) The claim is first made and reported against any past, present or future insured:
 - (a) During the policy period, or
 - (b) If extended reporting period applies, during that period.

b. A claim will be deemed to have been made at the earliest of the following times:

- (1) When a claim is received by any insured;
- (2) When a claim is received by us; or
- (3) When you become aware of a “wrongful act” which may give rise to a claim being made against you.

c. You must give prompt written notice to us of such circumstances no later than:

- (a) The end of the policy period; or
- (b) If the Basic Extended Reporting Period applies, the end of the Basic Extended Reporting Period.

d. This insurance does not apply to any claim arising out of any “wrongful act” that occurs prior to the effective date of this policy or prior to the first policy issued by us that is an uninterrupted renewal that was either:

- (1) The subject of any demand, claim or other proceeding which was initiated against the insured; or
- (2) Based upon facts and circumstances which would cause a reasonable person to believe a claim would be made and which was known to any insured.

e. All claims resulting from a single “wrongful act” or a series of related “wrongful acts” shall be deemed one “wrongful act”. All such “wrongful acts” shall be deemed to have occurred at the time the first “wrongful act” took place or is alleged to have taken place.

3. Defense and “Defense Expenses”

a. With regard to any claim we defend:

- (1) “Defense expenses” are subject to the deductible, and
- (2) We shall have the right and duty to select counsel.
- (3) Our duty to pay “defense expenses” begins only after we are notified of a claim. Any previous expenses incurred are not covered and will not apply with respect to your deductible obligations.
- (4) Our obligation to pay further “defense expenses” ends after the first judgment has been entered by a court of law except for appeals of such judgment made by the claimant.

- (5) We do not have a duty to defend the insured against any claim, for “damages” or relief or redress in any form, to which this insurance does not apply.
- b. We will provide defense and pay “damages” of any claim seeking monetary damages that are covered by this policy. With regard to these claims:
- (1) We shall pay “defense expenses” incurred in the defense of a covered claim, in addition to the applicable limit of liability.
 - (2) We are not obligated to defend any claim or to pay any “defense expense” after our limit of liability has been exhausted by payment of “damages”.
 - (3) We will pay plaintiff/claimant attorney’s fees/expenses, if awarded in satisfaction of a claim pursuant to statute, subject to the policy’s limits of liability. This provision plus any “damages” will not exceed the Each Loss limit of liability shown in the Declarations. You will be responsible for the deductible.

- c. We will provide defense of claims to which this insurance applies that we have a duty to defend which are:
- (1) Not seeking monetary damages or not seeking monetary damages other than plaintiff/claimant attorney fees/expenses;
 - (2) Seeking only injunctive or other non-monetary relief or redress; or
 - (3) Seeking monetary “damages” that are not covered by this policy.

“Defense expenses” paid in defense of these claims are within the policy’s limits of liability. Our obligation to pay “defense expenses” ends when the limit of liability shown in the Declarations has been exhausted by the payment of “defense expenses”.

We will pay plaintiff/claimant attorney’s fees/expenses, if awarded in satisfaction of a claim, subject to the policy’s limits of liability. This provision plus any “defense expense” will not exceed the Each Loss limit of liability shown in the Declarations. You will be responsible for the deductible.

4. Supplementary Payments

- a. We will pay in addition to our limit of liability with respect to any claim we defend:
- (1) All expenses we incur.
 - (2) The cost of bonds required of an insured to release attachments because of the claim, but only to the extent the bond amounts are within the applicable limit of insurance. We are not required to apply for or furnish any bonds.

- (3) All costs taxed against an insured in the claim except for plaintiff/claimant attorney’s fees/expenses.
- (4) Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
- (5) Interest on the covered amount of any judgment which accrues after a judgment is entered. Our duty to pay interest ends when we pay, offer to pay, or deposit in court that part of the judgment that is within the applicable limit of insurance.
- (6) Reasonable expenses an insured incurs at our request, other than loss of earnings. Such expenses do not include salaries of officials or “employees” of the insured.

5. Exclusions – Coverage A and Coverage B

Each of the following exclusions is an absolute exclusion with no duty to defend or pay “damages” unless otherwise indicated. If both an absolute exclusion and an exclusion with a duty to defend apply, coverage for “defense expenses” is excluded and we have no duty to defend.

This insurance does not apply to:

a. Abuse or Molestation

Any claim arising out of:

- (1) The actual or threatened abuse or molestation by anyone of any person; or
- (2) The negligent:
 - (a) Hiring;
 - (b) Employment;
 - (c) Investigation;
 - (d) Supervision;
 - (e) Reporting to the proper authorities, or failure to report; or
 - (f) Retention

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by (1) above.

This exclusion does not apply to the extent coverage is provided under **Section I 1.b.** – Employment Practices Liability.

b. “Bodily Injury”, “Property Damage”, or “Personal and Advertising Injury”

- (1) “Bodily injury”;
- (2) “Property damage”;
- (3) “Personal and advertising injury”, applicable to Coverage A only.

c. Bonds or Taxes

Debt financing, including but not limited to bonds, notes, debentures, guarantees of debt; or any facts or representations in the process of procuring bonds;

We will defend a claim under **5.c.**, but will have no obligation to pay “damages”.

d. Contractual Liability

- (1) Amounts actually or allegedly due under the terms of a contract;
- (2) Failure, refusal, or inability of the insured to enter into, renew or perform any contract or agreement. Exclusion **5.d. (2)** applies to Coverage **A** only; or
- (3) The procurement of goods and/or services, including, but not limited to construction, architect, or engineering, contracts or agreements.

We will defend a claim under Exclusion **5.d.**, but will have no obligation to pay “damages”.

e. Knowingly Wrongful Acts, Illegal Acts, Self-Dealing or Illegal Profit

- (1) Any criminal, malicious, fraudulent, knowingly wrongful, or dishonest act or omission.
- (2) Any “wrongful act” based upon or attributable to an insured gaining any personal profit or advantage to which an insured is not legally entitled.
- (3) The return of any remuneration paid to an insured if such payment is held to be in violation of the law.

This exclusion shall not apply until it has been established that the insured did commit such “wrongful act”.

f. Electromagnetic Fields

- (1) Any cost or expense arising out of, resulting from, caused or contributed to by, electromagnetic fields, provided that such injury or damage results from or is contributed to by the hazardous properties of electromagnetic fields;
- (2) The costs of abatement or mitigation of:
 - (a) Electromagnetic fields; or
 - (b) Exposure to electromagnetic fields;
- (3) Any supervision, instructions, recommendations, warning or advice given or which should have been given in connection with paragraphs (1) and (2) above; or
- (4) Any obligation to share damages with or repay someone else who must pay damages in connection with paragraphs (1), (2) or (3) above.

g. Expected or Provided Facilities, Products or Services

Any expense for facilities, products or services normally provided or expected, by anyone, to be provided by the insured. We will defend a claim under Exclusion **5.g.**, but will have no obligation to pay “damages”.

h. Failure to Obtain and Maintain Insurance

The failure to obtain or maintain any insurance, bond, or self-insurance fund, or the failure to advise or counsel with respect to procuring, obtaining or maintaining of any insurance coverage, bond or self-insurance fund.

i. Federal, State or Local Laws

Any actual or alleged violation of the Fair Labor Standards Act (FLSA), Worker Adjustment and Retraining Notification Act (WARN), Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), or the Occupational Safety and Health Act (OSHA).

This exclusion also applies to any rules or regulations promulgated under any of the foregoing and amendments thereto or any similar provisions of any federal, state or local law, and to that part of any “damages” awarded for the cost or replacement of any insurance benefits due or alleged to be due to any current or former “employee”.

j. Fiduciary Liability

Any obligation or duty imposed by:

- (1) The Employee Retirement Income Security Act (ERISA) of 1974, including subsequent amendments or similar federal, state or local law or regulation; or
- (2) “Administration” of any “employee benefit program” or self-insurance fund; or
- (3) Investment activities, including any actual or alleged violation of any state or federal securities law; or
- (4) Activities in any other fiduciary capacity.

k. Law Enforcement Activities

Any law enforcement activities to protect the public or property including the operation of adult or juvenile correctional or detention facilities or programs. This exclusion applies to Coverage **A** only

l. Land Use

The direct or indirect operation of the principles of eminent domain, including but not limited to: adverse possession; taking of property; and condemnation or inverse condemnation proceedings.

m. Lead

- (1) Any cost or expense to abate, mitigate, remove or dispose of lead, lead compounds, or materials containing lead;
- (2) The actual, alleged or threatened expense arising out of, resulting from, caused by or contributed to by the toxic or pathological properties of lead, lead compounds or lead contained in any materials;

- (3) Any supervision, instructions, recommendations, warning or advice given or which should have been given in connection with paragraphs (1) or (2) above; or
- (4) Any obligation to share damages with or repay someone else who must pay damages in connection with paragraphs (1), (2) or (3) above.

n. National Flood Insurance

Any insured's:

- (1) Failure to comply with;
 - (2) Attempt to comply with; or
 - (3) Compliance with
- the provisions of the National Flood Insurance Act of 1968 as amended or any similar federal, state, or local laws.

However, this exclusion does not apply if the insured is a school.

o. Pollution

- (1) Arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants; or
- (2) Arising out of any governmental direction or request that any insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants; or
- (3) The failure or refusal of an insured to comply with any federal, state, or local law or regulation regarding pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, asbestos or any substance containing asbestos, fibers, fumes, or any other airborne contaminants, acids, alkalis, sound, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

p. "Professional Services"

Based upon or arising out of the performance of, or failure to render "professional services", even if unpaid, rendered by:

- (1) You;
- (2) One of your "employees"; or
- (3) Anyone else for whom you are responsible.

q. War

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

r. Infringement of Intellectual Property Rights

Any actual or alleged infringement of trademark, copyright, patent, trade secret or other intellectual property rights; however, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

s. Wages, Salaries, Fringe Benefits and/or Employee Benefits

Any wages, salaries, fringe benefits or any other similar employee benefits, educational expenses, overtime or similar "damages", under any federal, state, or local statutes, rules, ordinances or regulations. We will defend a claim under Exclusion 5.s., but will have no obligation to pay "damages".

6. Additional Exclusions Regarding Coverage B Only

This insurance does not apply to:

a. Contractual Liability

Any assumption of liability in a contract or agreement. This exclusion does not apply to liability for a "wrongful act" that the insured would have in the absence of the contract or agreement.

b. Capital Improvements

Any cost of complying with physical modifications to your premises or any changes to your usual operations as mandated by the Americans with Disabilities Act of 1990 including any amendment thereto, or any similar federal, state or local law.

We will defend a claim under Exclusion 6.b., but will have no obligation to pay "damages".

c. Labor Disputes

Any lockout, strike, picket lines, related worker replacement(s) or other similar actions resulting from labor disputes or labor negotiations or any protections contained within the National Labor Relations Act of 1938 (NLRA) or similar state or local laws.

d. Workers Compensation, Disability or Unemployment Compensation Laws

Any obligation or duty imposed by workers compensation, disability benefits or unemployment compensation law, or any similar law; however, this exclusion shall not apply to any claim based upon, arising from, or in consequence of any actual or alleged retaliatory treatment of the claimant by the insured on account of the claimant's exercise of rights pursuant to any such law.

SECTION II – WHO IS AN INSURED

1. Each of the following is an insured:
 - a. The “organization” named in the Declarations.
 - b. The “organization’s” past, present, or future lawfully elected, appointed or employed officials.
 - c. Lawfully elected or appointed members of the commissions, boards, or other units operated under your jurisdiction and within an allocation of your total operating budget, provided however, that none of the above are insureds with respect to operations involving airports, transit authorities, hospitals, nursing homes, housing authorities, port authorities, gas utilities or electric utilities unless specifically stated in the declarations that boards are covered.
 - d. “Employees”, past, present or future of the “organization” while acting within the course and scope of their employment while conducting the business of the “organization”.
 - e. “Volunteers” past, present or future including student teachers while acting within the scope of their duties for the organization.
 - f. The estates, heirs, legal representatives or assigns of deceased persons who were insureds at the time of the “wrongful act” upon which a claim is based.
2. Insured shall also include those insureds serving on the board of an entity other than the “organization” provided that the following conditions are met:
 - a. The outside entity is tax exempt;
 - b. The appointment of the insured to the outside entity is based solely upon that person being an “employee” or lawfully elected or appointed governing board member of the “organization”; and
 - c. The “organization” directs the insured to serve on the board of the outside entity.
3. Insured does not include any person working on retainer and/or as an independent contractor.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Liability shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or brought; or
 - c. Person or organizations making or bringing claims.
2. The Each Loss limit is the most we will pay for the sum of “Damages” arising out of:
 - a. Coverage **A**, Private Entity Liability and
 - b. Coverage **B**, Employment Practices Liability.

The aggregate limit is the most we will pay for all losses arising from all “wrongful acts” to which this insurance applies and for which a claim is first made during the policy period.

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

SECTION IV – CONDITIONS

1. Your Duties In The Event Of A Wrongful Act

- a. We or our agent must have prompt written notice from you or someone on your behalf of any “wrongful act” that may involve this policy. The notice should identify this policy and give us the facts of the “wrongful act” including names and addresses of claimants and witnesses.
- b. If you receive a claim, you agree to immediately furnish us with a copy as well as copies of any other papers pertinent to the “wrongful act”.
- c. You must authorize us to obtain needed records and other information.
- d. You further agree to cooperate with us in the defense of any “wrongful act” likely to involve this policy. You shall not, except at your own expense, voluntarily make any payment, assume any obligation, or incur any expense unless we provide written consent to do so.
- e. You must assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of injury or damage to which this insurance may also apply.

2. Transfer Of Right Of Recovery Against Others To Us

If an insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help enforce them.

3. Action Against Us

No legal action may be brought against us unless:

- a. You have complied with all the terms of the policy; and
- b. The amount for which you are legally liable has been determined by court judgment; or
- c. An agreement has been signed by you, us and the claimant.

4. Deductible

The deductible is the amount shown in the Declarations and is the amount for which you are responsible. A single deductible applies to each claim and can be met either by “damages” or “defense expenses”, or a combination of both. The deductible does not reduce the applicable liability limits. We may, or will if required by law, pay part of or all of any deductible amount to effect settlement of any claim. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

5. Bankruptcy

If you become bankrupt or insolvent, we will still be responsible for our obligations under this policy.

6. Representations

By accepting this policy, you agree:

- a. The statements in the application are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Other Insurance

This insurance is excess over other insurance whether primary, excess, contingent or on any other basis, except for insurance purchased specifically to apply in excess of this insurance. When this insurance is excess, we have no duty to defend the insured against any claim if any other insurer has a duty to defend the insured against that claim. When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

- a. The total amount that all other insurance would pay in the absence of this insurance; and
- b. The total of all deductible and self-insured amounts under the other insurance.

If we share the loss, we will do so by equal share contribution if allowed by the other insurance. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If equal share contribution is not permitted, we will contribute by the ratio our limit bears to the total applicable limits of all insurance. Under this method, each insurer’s share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Other insurance includes, but is not limited to, coverage or benefits provided by self-insurance arrangements, pools, self-insurance trusts, captive insurance companies, retention groups, reciprocal exchanges, or any other plan or agreement of risk transfer or assumption.

8. Severability

Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

- a. As if each insured were the only insured; and
- b. Separately to each insured against whom a claim is made.

9. State Law

If this policy conflicts with your state or local laws, it is changed to conform to the laws.

10. When We Do Not Renew

If We decide not to renew this Coverage Form, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – EXTENDED REPORTING PERIODS

1. We will provide an Extended Reporting Period as described below, if:

- a. This Coverage Form is canceled or not renewed for any reason except non-payment of the premium; or
- b. We renew or replace this Coverage Form with other insurance that:
 - (1) Provides claims-made coverage for “wrongful act” liability; and
 - (2) Has a “retroactive date” later than the one shown in this Coverage Form’s Declarations; or
 - (3) We replace the Coverage Form with other insurance that applies to “wrongful act” liability on other than a claims-made basis.

2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims for “damages” due to a “wrongful act” that occurs before the end of the policy period but not before the “retroactive date”, if any, shown in the Declarations.

Once in effect, Extended Reporting Periods may not be canceled.

3. There are two Extended Reporting Period options available described below:

- a. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for 60 days with respect to claims arising from “wrongful acts” not previously reported to us.

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

The Basic Extended Reporting Period does not reinstate or increase the Limit of Liability.

b. A Supplemental Extended Reporting Period Endorsement is available, for an additional premium charge. The Supplemental Extended Reporting Period will be as set forth in either (1) or (2) below:

(1) Twelve months starting when the Basic Extended Reporting Period, set forth in Paragraph 3. above ends; or

(2) Sixty months starting when the Basic Extended Reporting Period, set forth in Paragraph 3. above ends.

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

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

- i) The exposures insured;
- ii) Previous types and amounts of insurance;
- iii) Limits of Insurance available under this Coverage Form for future payment of damages; and
- iv) Other related factors.

(b) The additional premium will be:

- i) Ninety percent (90%) of the annual premium for this Coverage Form when the twelve month option is chosen; or
- ii) Two hundred percent (200%) of the annual premium for this Coverage Form when the sixty month option is chosen.

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

(c) If the Supplemental Extended Reporting Period is in effect, we will provide the Supplemental Aggregate Limit of Insurance, as indicated in the Supplemental Extended Reporting Period Endorsement, but only for claims first received and recorded during the Supplemental Extended Reporting Period. For those claims first received during the Supplemental Extended Reporting Period, coverage is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

SECTION VI – DEFINITIONS

1. **“Administration”** means:

- a. Giving counsel to “employees” with respect to “employee benefit programs”;
- b. Interpreting “employee benefit programs”;
- c. Handling of records in connection with “employee benefit programs”; and
- d. Effecting enrollment of “employees” under “employee benefit programs”.

2. **“Advertisement”** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are broadcast or published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

3. **“Bodily injury”** means “bodily injury”, sickness or disease sustained by a person, including death resulting from any of these at any time.

“Bodily injury” does not include mental anguish that results from an “employment wrongful act”.

4. **“Damages”** means those amounts that the insured becomes legally obligated to pay for claims arising out of a “wrongful act” to which this insurance applies.

“Damages” does not include:

- a. Fines or penalties imposed by law;
- b. Salaries of your “employees” and office expenses incurred by you; or
- c. Judgments, or awards arising out of matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed.

5. **“Defense expenses”** are sums payable to others for investigation, litigation, negotiation, or settlement of any claim which we deem expedient. “Defense expenses” do not include our own internal company claim adjustment expenses, or any plaintiff/claimant attorney’s fee/expenses.

6. **“Employee”** means an individual whose labor or service is engaged by and directed by the insured or a member of the “organization.” This includes part-time, seasonal and temporary employees as well as any individual employed in a supervisory or managerial position. But “employee” does not include an independent contractor or any “employees” of any independent contractor, “leased worker”, or “temporary worker”.

7. **“Employee benefit programs”** means:
- Group life insurance, group accident or health insurance, investment plans or savings plans, profit sharing plans, pension plans and stock subscription plans, provided that no one other than an “employee” of the insured may subscribe to such insurance or plans; and
 - Unemployment insurance, social security benefits, worker’s compensation and disability benefits.
8. **“Leased worker”** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. “Leased worker” does not include a “temporary worker”.
9. **“Organization”** means the entity named in the Declarations as the Named Insured.
10. **“Personal and advertising injury”** means injury, other than “bodily injury”, arising out of one or more of the following offenses:
- False arrest, detention or imprisonment;
 - Malicious prosecution;
 - Wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services;
 - Oral or written publication, in any manner, of material that violates a person’s right of privacy;
 - The use of another’s advertising idea in your “advertisement”; or
 - Infringing upon another’s copyright, trade dress or slogan in your “advertisement”.
11. **“Professional services”** means anyone employed or serving in any of the following professions while performing their duties as such:
- The practice of medicine, including, but not limited to, physician, surgeon, osteopath, chiropractor, anesthesiologist, dentist, psychiatrist, psychologist, nurse, or pharmacist; and
 - The practice of law, including but not limited to, the judiciary.
- “Professional services” shall not include a response to an official call to duty for emergency services by an “organization’s” fire, ambulance or rescue facility.
12. **“Property damage”** means:
- Physical injury to tangible property, including all resulting loss of use of that property; and
 - Loss of use of tangible property that is not physically injured.
13. **“Retroactive date”** means the date specified in the Declarations. Those “wrongful acts” that occur prior to the “retroactive date” are not covered by this policy.
14. **“Temporary worker”** means a person who is furnished to you to substitute for a permanent “employee” on leave or to meet seasonal or short-term workload conditions.
15. **“Volunteer”** means any person whose services are uncompensated and whose activities are directed and supervised by, and for the benefit of the “organization”.
16. **“Wrongful act”** includes any of the following:
- “Employment wrongful act”** means any of the following actual or alleged practices directed against any of your “employees”, “leased workers”, “temporary workers”, former “employees”, or any applicant for employment with you and for which remedy is sought under any federal, state or local statutory or common civil employment law:
 - Wrongful refusal to employ an applicant for employment;
 - Wrongful failure to promote an “employee”, wrongful deprivation of career opportunity; or wrongful failure to grant tenure;
 - Wrongful: demotion, retaliation, evaluation, supervision, reassignment, or discipline;
 - Wrongful termination of employment, including retaliatory or constructive discharge;
 - Employment related misrepresentation;
 - Sexual harassment or workplace harassment;
 - Any employment related coercion discrimination, or humiliation, as a consequence of race, color, creed, national origin, marital status, medical condition, gender, age, physical and or mental impairments, pregnancy, sexual orientation or preference or other status that is protected pursuant to any applicable federal, state, or local employment ordinance or statute; or
 - Employment-related libel, slander, defamation, or invasion of privacy.
 - “Private Entity’s wrongful act(s)”** shall mean any of the following:
 - Actual or alleged errors;
 - Misstatement or misleading statement;
 - Act, omission, neglect, or breach of duty by an insured
 in the discharge of the duties of the “organization”.
 “Private Entity’s Wrongful Act(s)” does not include an “employment wrongful act”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
LINEBACKER PRIVATE ENTITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

1. The insurance does not apply:

A. To "loss":

- (1) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. To "loss" resulting from the "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (3) The "loss" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "loss" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material", "Special nuclear material" or "by-product material";

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium; (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Loss" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BOARD ONLY ENDORSEMENT

This endorsement modifies insurance provided under the following:

LINEBACKER PUBLIC OFFICIAL'S AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
LINEBACKER PRIVATE ENTITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

A. SECTION II – WHO IS AN INSURED is replaced by the following:

1. Each of the following is an insured:

- a. The "organization" named in the Declarations.
- b. The "organization's" past, present, or future lawfully elected, appointed or employed officials.
- c. Lawfully elected or appointed members of the commissions, boards, or other units operated under your jurisdiction and within an allocation of your total operating budget, provided however, that none of the above are insureds with respect to operations involving airports, transit authorities, hospitals, nursing homes, housing authorities, port authorities, gas utilities or electric utilities unless specifically stated in the declarations that boards are covered.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED PUBLIC OFFICIALS ERRORS & OMISSIONS ENDORSEMENT
FOR PROFESSIONALS**

This endorsement modifies insurance provided under the following:

LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

SCHEDULE*

<p>1.</p> <p>2.</p> <p>3.</p>
<p>*If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.</p>

Paragraph **5.p.** of **Section I – Coverages, Coverage A – Public Officials Liability and Coverage B – Employment Practices Liability** does not apply with respect to the above described “employee(s)” of the insured while performing “professional services” for the “organization”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DATA PROCESSORS ERRORS AND OMISSIONS EXCLUSION

This endorsement modifies insurance provided under the following:

LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
LINEBACKER PRIVATE ENTITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

The following exclusion is added to Paragraph **5. Exclusions – Coverage A and Coverage B** of **Section I – Coverages**:

This insurance does not apply to any liability arising out of any “wrongful act”, error or omission with respect to data processing services rendered by, or that should have been rendered by:

1. The insured; or
2. Any person or organization:
 - a. For whose acts, errors or omissions the insured is legally responsible; or
 - b. From whom the insured assumed liability by reason of a contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DRUG TESTING EXCLUSION

This endorsement modifies insurance provided under the following:

LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
LINEBACKER PRIVATE ENTITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

The following exclusion is added to Paragraph **5. Exclusions – Coverage A** and **Coverage B** of **Section I – Coverages**.

This insurance does not apply to liability arising out of any “wrongful act” involving any drug testing program.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ENTITY

This endorsement modifies insurance provided under the following:

LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
LINEBACKER PRIVATE ENTITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

SCHEDULE

<p>1.</p> <p>2.</p> <p>3.</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include the person(s) or entity(ies) shown in the Schedule but only with respect to a “wrongful act” arising out of your operations or operations they perform on your behalf.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED PERSON OR ENTITY
PRIMARY AND NONCONTRIBUTORY BASIS**

This endorsement modifies insurance provided under the following:

LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
LINEBACKER PRIVATE ENTITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

SCHEDULE

1.
2.
3.
If no entry appears above, information required to complete this Schedule, will be shown in the Declarations.

1. **Section II – WHO IS AN INSURED**, is amended to include as an insured the person(s) or organization(s) shown in the Schedule above, but only with respect to a “wrongful act” arising out of your operations or operations they perform on your behalf.
2. The coverage provided to the person(s) or organization(s) shown in the Schedule above is primary insurance and we will not seek contribution from any other insurance available to that additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT IN POLICY LIMIT ENDORSEMENT
(RETROACTIVE DATE FOR AMENDED LIMITS)**

This endorsement modifies insurance provided under the following:

LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
LINEBACKER PRIVATE ENTITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

The "Retroactive Date" shown in this Linebacker policy Declarations applies only to the policy limits of \$_____ each occurrence, \$_____ aggregate.

1. Effective _____, the limit of liability provided by this policy are/were amended to \$_____ each occurrence \$_____ aggregate. This amended policy limit will apply only to losses that occur after Retroactive Date _____.

2. Effective _____, the limits of liability provided by this policy are/were amended to \$_____ each occurrence \$_____ aggregate. This amended policy limit will apply only to losses that occur after Retroactive Date _____.

3. Effective _____, the limits of liability provided by this policy are/were amended to \$_____ each occurrence \$_____ aggregate. This amended policy limit will apply only to losses that occur after Retroactive Date _____.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TORT LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

LINEBACKER PUBLIC OFFICIAL AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

This policy does not apply to any claim against an Insured for which the Insured:

- (1)** is immune from liability by the provisions of any statute or where the action based upon such claim has been barred or abated by operation of statute or rule of civil procedure: or
- (2)** is not immune from such liability described in **(1)** above but is immune from further liability above any specific statutory limits cap on the maximum liability of the insured. However, this Item **(2)** does not apply to the extent (if any) this policy provides coverage up to the maximum statutory liability limits cap.

The Company will defend a claim under this endorsement but will have no obligation to pay "damages."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS OF SALARY OR FRINGE BENEFITS ENDORSEMENT

This endorsement modifies insurance provided under the following:

LINEBACKER PRIVATE ENTITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
 LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

SCHEDULE

Loss of Salary or Fringe Benefit Limit of Liability	
Each Loss	\$
Aggregate For Each Policy Term	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A.** Paragraph 1. under **Section III – Limits of Insurance** is replaced by the following:
 - 1. The limit of liability as shown in the Schedule above is the most we will pay for loss of salary or fringe benefits due to a “wrongful act”.
 - 2. The limit of liability shown in the Schedule above does not increase the Aggregate in the Declarations.
- B.** Exclusion **d.** under **Section I – Coverages, Paragraph 5. Exclusions Coverage A and B.,** does not apply to the coverage provided under this endorsement if the insured would have liability for “damages” in the absence of such contract or agreement.
- C.** Exclusion **s.** under **Section I – Coverages, Paragraph 5. Exclusions Coverage A and B.,** does not apply to the coverage provided under this endorsement.
- D.** We will not pay for loss of salary or fringe benefits until the amount of loss exceeds the policy deductible.
- E.** Paragraph 4. “Damages” in the **DEFINITIONS SECTION** of the coverage form is replaced by the following:
 - 4. “**Damages**” means those amounts that the insured becomes legally obligated to pay for claims arising out of a “wrongful act” to which this insurance applies.
 “Damages” does not include:
 - a. Fines or penalties imposed by law;
 - b. Office expenses incurred by you; or
 - c. Judgments or awards arising out of matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HEALTH CARE EXTENSION

This endorsement modifies insurance provided under the following:

LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
 LINEBACKER PRIVATE ENTITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

SCHEDULE

	Name	“Medical Director” resulting from “Administrative Duties”	“Medical Examiner” resulting from “Investigative or Reporting Duties”	Nurse
1.				
2.				
3.				
4.				

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

A. Exclusion p. Professional Services in SECTION I – COVERAGES, 5. Exclusions – Coverage A and Coverage B does not apply to the individuals listed in the schedule above while employed by the insured and performing:

1. “Administrative duties;
2. “Investigative or reporting duties”; or
3. Nursing duties in conjunction with either 1. or 2. above;

as defined in Paragraph **B.** below.

B. The following definitions are added to the **DEFINITIONS SECTION** of the coverage form:

1. “**Administrative Duties**” means duties performed by a “Medical Director” relating to an emergency service program as defined by applicable statute, rules or regulation, which duties include, but are not limited to:

- a. Developing, approving and updating protocols to be used by service program personnel;
- b. Developing and maintaining liaisons between the service, other physicians, physician designees, and hospitals;
- c. Monitoring and evaluating the activities of the service program and individual personnel performance;
- d. Assessing the continuing education needs of the service and individual service program personnel and assisting them in obtaining the appropriate continuing education programs;

- e. Being available for individual evaluation and consultation to service program personnel;
- f. Performing or appointing a designee to complete medical audits;
- g. Ensuring maintenance of skills by service program personnel;
- h. Informing the medical community of the emergency medical care being provided according to approved protocols in the service program area; and
- i. Helping to resolve service operational problems.

“Administrative Duties” does not include any “wrongful act” arising out of performing or failing to perform:

- a. On-line medical direction via radio, telephone, computer or other electronic transmission to medical and emergency personnel; or
 - b. Professional health care services to any individual or group of persons.
2. “**Investigative or reporting duties**” means duties as defined by applicable statute, rules or regulation that are performed on your behalf by a “Medical Examiner” under your direction and control, which duties include, but are not limited to:
- a. Investigation of cause and manner of death, and
 - b. Preparation and submission of written reports of findings.

“Investigative or reporting duties” do not include any “wrongful act” arising out of providing or failing to provide professional health care services to any individual or group of persons.

3. **“Medical Director”** means that position as defined by applicable statute, rules, or regulations.
4. **“Medical Examiner”** means that position as defined by applicable statute, rules or regulations.

C. Exclusion p. “Professional Services” of **SECTION I – COVERAGES, 5. Exclusions – Coverage A and Coverage B** shall not apply to “employees” or “volunteers” of the “organization’s” fire, ambulance or rescue facility when they act solely as a Good Samaritan, independent of their relationship with you and not affiliated with, nor otherwise acting on behalf of any other person, group, organization or employer, in rendering emergency aid when they encounter the scene of an accident or a medical emergency requiring sudden action. This action may take place outside your jurisdiction.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
LINEBACKER PRIVATE ENTITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

A. The following exclusion is added to **Section I – Coverage, Paragraph 5. Exclusions – Coverage A and Coverage B.**

5. Exclusion – Coverage A and Coverage B

This insurance does not apply to:

Fungi or Bacteria

1. Any liability, “defense expenses”, or other cost that would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any “fungi” or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

2. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, “fungi” or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any “fungi” or bacteria that are, are on, or are contained in, a good or product intended for consumption.

B. The following definition is added to the **DEFINITIONS SECTION** of the coverage form.

“Fungi” means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
LINEBACKER PRIVATE ENTITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" includes the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
LINEBACKER PRIVATE ENTITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

Any "certified act of terrorism" arising directly or indirectly, out of a "wrongful act".

B. The following definition is added:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such act. The criteria contained in the federal Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION OF PUNITIVE DAMAGES
RELATED TO A CERTIFIED ACT OF TERRORISM**

This endorsement modifies insurance provided under the following:

LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
LINEBACKER PRIVATE ENTITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM PUNITIVE DAMAGES

"Damages" arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

B. The following definition is added:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" includes the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**EXCLUSION OF TERRORISM**

This endorsement modifies insurance provided under the following:

LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
LINEBACKER PRIVATE ENTITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

- A.** The following definitions is added and applies under this endorsement wherever the term terrorism, is enclosed in quotation marks:
- 1.** "Terrorism" means activities against persons, organizations or property of any nature:
 - a.** That involve the following or preparation for the following:
 - (1)** Use or threat of force or violence; or
 - (2)** Commission or threat of a dangerous act; or
 - (3)** Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - b.** When one or both of the following applies:
 - (1)** The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2)** It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
 - 3.** The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
 - 4.** Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
 - 5.** The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
 - 6.** Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a.** Physical injury that involves a substantial risk of death; or
 - b.** Protracted and obvious physical disfigurement; or
 - c.** Protracted loss of or impairment of the function of a bodily member or organ.
- B.** The following exclusion is added:
- EXCLUSION OF TERRORISM**
- We will not pay for any "wrongful act" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Any "wrongful act" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such "wrongful act". **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**
- 1.** The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces nuclear reaction, nuclear radiation or radioactive contamination; or
 - 2.** Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
- Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **B.5.** or **B.6.** are exceeded.
- With respect to this Exclusion, Paragraphs **B.5.** and **B.6.** describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part.
- In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply to any "wrongful act" that is otherwise excluded under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT

This endorsement modifies insurance provided under the following:

LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

SCHEDULE*

Supplemental Aggregate Limit of Insurance	\$ _____	
Extended Reporting Period	_____	months
Charge	_____	% of expiring premium

*If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.

A. A Supplemental Extended Reporting Period Endorsement is provided, as described in **Section V – Extended Reporting Periods**.

B. A Supplemental Aggregate Limit of Insurance applies, as set forth in Paragraphs **C.** below, to claims first received and recorded during the Supplemental Extended Reporting Period.

C. Paragraph **2.** of **Section III – Limits of Insurance** is replaced by the following:

2. The Aggregate Limit is the most we will pay for sums that the insured becomes legally obligated to pay as “damages” because of a

- a.** “public official wrongful act”; or
- b.** “employment wrongful act”

rendered in discharging duties on behalf of the insured.

The aggregate limit is the most we will pay for all losses arising from all “wrongful acts” to which this insurance applies and for which a claim is first made during the policy period.

However, the Aggregate Limit does not apply to damages for claims first received and recorded during the Supplemental Extended Reporting Period.

For claims first received and recorded during the Supplemental Extended Reporting Period, the Supplemental Aggregate Limit of Insurance, shown in the Schedule above, is the most we will pay for sums that the insured becomes legally obligated to pay as “damages” because of a:

- a.** “public official wrongful act”; or
- b.** “employment wrongful act”

rendered in discharging duties on behalf of the insured.

D. The duration of the Supplemental Extended Reporting Period is indicated in the Schedule above. This supplemental period starts when the Basic Extended Reporting Period, set forth in **Section V – Extended Reporting Periods** ends.

E. **Section III – Limits Of Insurance**, as amended by Paragraph **C.** above, is otherwise unchanged and applies in its entirety.

F. This endorsement will not take effect unless the additional premium for the Supplemental Extended Reporting Period, as indicated in the Schedule above and as set forth in **Section V**, is paid when due. If that premium is paid when due, this endorsement may not be cancelled.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LINEBACKER AMENDMENT – LAND USE ENDORSEMENT

This endorsement modifies insurance provided in the following:

LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE PART

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

1. Exclusion 5.I. Land Use in SECTION I – COVERAGES is replaced by the following:

I. Land Use

The direct or indirect operation of the principles of eminent domain, including but not limited to: adverse possession; taking of property; and condemnation or inverse condemnation proceedings.

However, this exclusion does not apply when the insured is exercising its zoning or permitting duties in a land use regulatory capacity.

2. The definition of “Property Damage” in the DEFINITIONS SECTION of the coverage form is replaced by the following:

“Property Damage” means:

- a.** Physical injury to tangible property, including all resulting loss of use of that property; and
- b.** Loss of use of tangible property that is not physically injured.

“Property Damage” includes actual or alleged damages or diminution of property values including, but not limited to, those that arise from the insured exercising or failing to exercise its power of eminent domain including:

- a.** Condemnation proceedings; and
- b.** Inverse condemnation.

However, a “wrongful act” on which a claim is brought pursuant to the insured exercising its zoning or permitting duties in a land use regulatory capacity is not “property damage”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED LAW ENFORCEMENT EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
LINEBACKER PRIVATE ENTITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

1. Exclusion **5.k. Law Enforcement Activities** under **Section I – Coverages** is replaced by the following:

k. Law Enforcement Activities

Any “wrongful act” arising out of your law enforcement activities to protect the public, or property including the operation of correctional or detention facilities. This exclusion applies to Coverage **A** only.

This exclusion does not apply to law enforcement activities performed on your behalf if the law enforcement activities are:

- a. performed on school premises and directed by the insured or a member of the “organization”, or
- b. in response to a contractual agreement that is in place with a law enforcement agency.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DATA COMPROMISE AND CYBER LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

- A.** The following Exclusion is added to Paragraph 5. **Exclusions of Section I – Coverage A – Public Officials Liability and Coverage B – Employment Practices Liability:**

Data Compromise and Cyber Liability

- (1) Any “network and information security event” arising out of a “wrongful act”.
- (2) Any internet service interruption or failure arising out of a “wrongful act”.
- (3) Any “computer attack” arising out of a “wrongful act”.

Government Demands or Proceedings

Any demand made or proceeding brought by:

- a. the Federal Trade Commission;
- b. the Federal Communications Commission; or
- c. any other federal, state, local government agency or entity;

arising out of any “wrongful act” of any Insured.

- B.** The following definitions are added to the **Section VI - Definitions:**

“Computer attack” means one of the following involving a computer or other electronic hardware that is owned or leased by you and operated under your control:

- a. Unauthorized Access – meaning the gaining of access to your computer system by an unauthorized person or persons; or
- b. Denial of service attack – meaning an intentional attack against you designed to overwhelm the capacity of your computer system in order to deny or impede authorized users from gaining access to your computer system through the internet.

“Computer malware” means malicious code, including but not limited to viruses worms, Trojans, spyware and keyloggers, that is introduced through your website or “communications network”.

“Communications network” means any computer or communications network you own, operate, rent, lease, license or borrow from others.

“Network and information security event” means:

- a. failure to prevent the transmission of “computer malware”;
- b. failure to provide any authorized user of your website or “communications network” access to such a website or “communications network”;
- c. failure to prevent unauthorized access to, or use of, data containing “personally identifying information” and “personally sensitive information” of others.

“Personally Identifying Information” means information that could be used to commit fraud or other illegal activity involving the credit or identity of an individual. This includes, but is not limited to, Social Security numbers or account numbers correlated with names and addresses.

“Personally identifying information” does not mean or include information that is otherwise available to the public, such as names and addresses with no correlated Social Security numbers or account numbers.

“Personally Sensitive Information” means private information specific to an individual, the release of which requires notification of an individual under any applicable law.

“Personally sensitive information” does not mean or include “personally identifying information”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

- A.** The following Exclusion is added to Paragraph 5. **Exclusions of Section I – Coverage A – Public Officials Liability and Coverage B – Employment Practices Liability.**

5. Exclusions – Coverage A and Coverage B

This insurance does not apply to:

Unmanned Aircraft

1. The ownership, maintenance, use or entrustment to others of any aircraft that is an “unmanned aircraft”. Use includes operation and “loading and unloading”.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured.

- B.** The following definition is added to the **DEFINITIONS** section of the coverage form.

"Unmanned aircraft" means an aircraft that is not:

1. Designed;
2. Manufactured; or
3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED PRIVATE ENTITY ERRORS & OMISSIONS ENDORSEMENT
FOR PROFESSIONALS**

This endorsement modifies insurance provided under the following:

LINEBACKER PRIVATE ENTITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

SCHEDULE

<p>1.</p> <p>2.</p> <p>3.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Paragraph 5.p. of **Section I – Coverages, Coverage A – Private Entity Liability** and **Coverage B – Employment Practices Liability** does not apply with respect to the above described "employee(s)" of the insured while performing "professional services" for the "organization".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT

This endorsement modifies insurance provided under the following:

LINEBACKER PRIVATE ENTITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

SCHEDULE

Supplemental Aggregate Limit of Insurance	\$ _____	
Extended Reporting Period	_____	months
Charge	_____	% of expiring premium

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

- A.** A Supplemental Extended Reporting Period Endorsement is provided, as described in **Section V – Extended Reporting Periods**.
- B.** A Supplemental Aggregate Limit of Insurance applies, as set forth in Paragraphs **C.** below, to claims first received and recorded during the Supplemental Extended Reporting Period.
- C.** Paragraph **2.** of **Section III – Limits of Insurance** is replaced by the following:
 - 2.** The Aggregate Limit is the most we will pay for sums that the insured becomes legally obligated to pay as “damages” because of a
 - a.** “private entity wrongful act”; or
 - b.** “employment wrongful act”
 rendered in discharging duties on behalf of the insured.

The aggregate limit is the most we will pay for all losses arising from all “wrongful acts” to which this insurance applies and for which a claim is first made during the policy period.

However, the Aggregate Limit does not apply to damages for claims first received and recorded during the Supplemental Extended Reporting Period.

For claims first received and recorded during the Supplemental Extended Reporting Period, the Supplemental Aggregate Limit of Insurance, shown in the Schedule above, is the most we will pay for sums that the insured becomes legally obligated to pay as “damages” because of a:

- a.** “private entity wrongful act”; or
 - b.** “employment wrongful act”
- rendered in discharging duties on behalf of the insured.
- D.** The duration of the Supplemental Extended Reporting Period is indicated in the Schedule above. This supplemental period starts when the Basic Extended Reporting Period, set forth in **Section V – Extended Reporting Periods** ends.
 - E.** **Section III – Limits Of Insurance**, as amended by Paragraph **C.** above, is otherwise unchanged and applies in its entirety.
 - F.** This endorsement will not take effect unless the additional premium for the Supplemental Extended Reporting Period, as indicated in the Schedule above and as set forth in **Section V**, is paid when due. If that premium is paid when due, this endorsement may not be cancelled.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DATA COMPROMISE AND CYBER LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

LINEBACKER PRIVATE ENTITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

- A.** The following Exclusion is added to Paragraph 5. **Exclusions of Section I – Coverage A – Private Entity Liability and Coverage B – Employment Practices Liability:**

Data Compromise and Cyber Liability

- (1) Any “network and information security event” arising out of a “wrongful act”.
- (2) Any internet service interruption or failure arising out of a “wrongful act”.
- (3) Any “computer attack” arising out of a “wrongful act”.

Government Demands or Proceedings

Any demand made or proceeding brought by:

- a. the Federal Trade Commission;
- b. the Federal Communications Commission; or
- c. any other federal, state, local government agency or entity;

arising out of any “wrongful act” of any Insured.

- B.** The following definitions are added to the **Section VI – Definitions:**

“**Computer attack**” means one of the following involving a computer or other electronic hardware that is owned or leased by you and operated under your control:

- a. Unauthorized Access – meaning the gaining of access to your computer system by an unauthorized person or persons; or
- b. Denial of service attack – meaning an intentional attack against you designed to overwhelm the capacity of your computer system in order to deny or impede authorized users from gaining access to your computer system through the internet.

“**Computer malware**” means malicious code, including but not limited to viruses worms, Trojans, spyware and keyloggers, that is introduced through your website or “communications network”.

“**Communications network**” means any computer or communications network you own, operate, rent, lease, license or borrow from others.

“**Network and information security event**” means:

- a. failure to prevent the transmission of “computer malware”;
- b. failure to provide any authorized user of your website or “communications network” access to such a website or “communications network”;
- c. failure to prevent unauthorized access to, or use of, data containing “personally identifying information” and “personally sensitive information” of others.

“**Personally Identifying Information**” means information that could be used to commit fraud or other illegal activity involving the credit or identity of an individual. This includes, but is not limited to, Social Security numbers or account numbers correlated with names and addresses.

“Personally identifying information” does not mean or include information that is otherwise available to the public, such as names and addresses with no correlated Social Security numbers or account numbers.

“**Personally Sensitive Information**” means private information specific to an individual, the release of which requires notification of an individual under any applicable law.

“Personally sensitive information” does not mean or include “personally identifying information”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

LINEBACKER PRIVATE ENTITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

- A.** The following Exclusion is added to Paragraph 5. **Exclusions of Section I – Coverage A – Private Entity Liability** and **Coverage B – Employment Practices Liability**.

5. Exclusions – Coverage A and Coverage B

This insurance does not apply to:

Unmanned Aircraft

1. The ownership, maintenance, use or entrustment to others of any aircraft that is an “unmanned aircraft”. Use includes operation and “loading and unloading”.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured.

- B.** The following definition is added to the **DEFINITIONS** section of the coverage form.

"Unmanned aircraft" means an aircraft that is not:

1. Designed;
2. Manufactured; or
3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LINEBACKER AMENDMENT – LAND USE ENDORSEMENT

This endorsement modifies insurance provided in the following:

LINEBACKER PRIVATE ENTITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE PART

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

1. Exclusion 5.I. Land Use in SECTION I – COVERAGES is replaced by the following:

I. Land Use

The direct or indirect operation of the principles of eminent domain, including but not limited to: adverse possession; taking of property; and condemnation or inverse condemnation proceedings.

2. The definition of “Property Damage” in the DEFINITIONS SECTION of the coverage form is replaced by the following:

“Property Damage” means:

- a.** Physical injury to tangible property, including all resulting loss of use of that property; and
- b.** Loss of use of tangible property that is not physically injured.

“Property Damage” includes actual or alleged damages or diminution of property values including, but not limited to, those that arise from the insured exercising or failing to exercise its power of eminent domain including:

- a.** Condemnation proceedings; and
- b.** Inverse condemnation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FAILURE TO OBTAIN OR MAINTAIN INSURANCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
LINEBACKER PRIVATE ENTITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

- A. Exclusion h. Failure to Obtain and Maintain Insurance** under **Section I – Coverages, Paragraph 5. Exclusions Coverage A and B** is replaced by the following:

The failure to obtain or maintain any insurance, bond, or self-insurance fund, or the failure to advise or counsel with respect to procuring, obtaining or maintaining of any insurance coverage, bond or self-insurance fund. We will defend a claim under Exclusion **5.h.**, but will have no obligation to pay “damages”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
LINEBACKER PRIVATE ENTITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

A. The following exclusion is added to Paragraph 5., Exclusions – **Coverage A** and **Coverage B**:

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Defense Expenses" and/or those sums that the insured becomes legally obligated to pay as "damages" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence, presence, inhalation, or ingestion of, "silica" or "silica-related dust".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

B. The following definitions are added to the Definitions Section:

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
LINEBACKER PRIVATE ENTITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

A. Paragraphs **2.**, **3.** and **5.** of the **Cancellation** Common Policy Condition are replaced by the following:

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if we cancel for:

(1) Nonpayment of premium; or

(2) Discovery of fraud by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

(1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.

(2) Discovery of fraud or material misrepresentation by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

(3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

(4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.

(5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.

(6) A determination by the Commissioner of Insurance that the:

(a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or

(b) Continuation of the policy coverage would:

(i) Place us in violation of California law or the laws of the state where we are domiciled; or

(ii) Threaten our solvency.

(7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.

b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.

B. Nonrenewal

1. Subject to the provisions of Paragraph B.2. below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. We are not required to send notice of nonrenewal in the following situations:
 - a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.

- b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph B.1.
- c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
- d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
- e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
- f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph B.1., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION PROVIDED BY US -
DESIGNATED ENTITY**

SCHEDULE

<p>1. Name of Entity:</p> <p>2. Mailing Address:</p> <p>3. Number of Days Notice:</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

If we cancel this policy by notice to the first Named Insured, for any statutorily permitted reason other than nonpayment of premium, notice of such cancellation will be provided to the entity in the Schedule, at least the number of days in advance of the cancellation effective date, also as shown in the Schedule.

If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.

Failure to provide such notice to the designated entity will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon us, our agents or our representatives.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION PROVIDED BY US TO PERSON(S) OR ORGANIZATION(S) WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT OR AGREEMENT

This policy is subject to the following additional Conditions:

If we cancel this policy by notice to the first Named Insured, for any statutorily permitted reason other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to any person(s) or organization(s) with whom you have agreed in a written contract or agreement to provide such person(s) or organization(s) with a notice of cancellation but only if:

1. You have provided the name and address of such person(s) or organization(s) to your authorized agent; and
2. Your authorized agent provides us with that list within three (3) business days from the date we request it from them.

If notice is mailed, proof of mailing to the last known mailing address of such person(s) or organization(s) will be sufficient proof of notice.

Failure to provide such notice to such person(s) or organization(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon us, our agents or our representatives.

SERFF Tracking #:

EMCC-132483589

State Tracking #:

20-3096

Company Tracking #:

CA-LB-2020-01

State:

California

Filing Company:

Employers Mutual Casualty Company

TOI/Sub-TOI:

17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations

Product Name:

Linebacker

Project Name/Number:

/LB-Telecom, Private-20

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking #:

EMCC-132483589

State Tracking #:

20-3096

Company Tracking #:

CA-LB-2020-01

State:

California

Filing Company:

Employers Mutual Casualty Company

TOI/Sub-TOI:

17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations

Product Name:

Linebacker

Project Name/Number:

/LB-Telecom, Private-20

Rate/Rule Schedule

Item No.	Schedule Item Status	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing Number	Attachments
1		Agency Manual Page	LB-1	New		SUBM_Manual Page.pdf
2		Pages removed at CDI request		Other		
3		Amended Manual Pages	LB-X-1 - LB-X-11, LB-TSMX-1	Replacement	Replaced from original submission of this filing	AMD_Manual Pages_rev.pdf

*

1. INTRODUCTION

- A. **Claims Made – The Linebacker Public Officials and Employment Practices Liability Coverage Form CL7001** applies to defense expense and damages arising out of wrongful acts in the insureds performance of public official and employment practices operations. Refer to the policy for a complete description of coverage, exclusions and conditions.
- B. **Claims Made – The Linebacker Private Entity and Employment Practices Liability Coverage Form CL7021** applies to defense expense and damages arising out of wrongful acts in the insureds performance of private entity and employment practices operations. Refer to the policy for a complete description of coverage, exclusions and conditions.

2. MAJOR FEATURES OF THE LINEBACKER

- A. Linebacker coverage is available for telecommunications.
- B. Coverage is written on a "claims-made" basis.
- C. Defense costs are in addition to the limit of liability, except those involving non-monetary claims.
- D. Coverage for employment practices liability including coverage for wrongful failure to employ, wrongful termination, employment misrepresentation and discrimination.
- E. The deductible applies to defense costs as well as any payment for damages.
- F. Prior acts and extended reporting period coverage may be available.
- G. Basic limits are \$100,000 each loss/\$1,000,000 annual aggregate and limits up to \$1,000,000/2,000,000 are available.
- H. Covered insureds under the policy include the organization named in the Declaration, all past, present or future employees, volunteers, board members and elected or appointed officials (excluding independent contractors), unless the policy is endorsed otherwise.

3. APPLICATIONS

Telecommunications: CL8319

4. NO BINDING AUTHORITY WITHOUT PRIOR APPROVAL OF UNDERWRITERS

No agent is authorized to bind coverage without prior authorization by underwriters of EMC Insurance Companies.

1. COVERAGE

- A. Claims Made - The Linebacker Public Officials and Employment Practices Liability Coverage Form CL7001** applies to defense expense and damages arising out of wrongful acts in the insureds performance of public official and employment practices operations. Refer to the policy for a complete description of coverage, exclusions and conditions. This is a claims-made policy.
- B. Claims Made - The Linebacker Private Entity and Employment Practices Liability Coverage Form CL7021** applies to defense expense and damages arising out of wrongful acts in the insureds performance of private entity and employment practices operations. Refer to the policy for a complete description of coverage, exclusions and conditions.

2. ELIGIBILITY

Private Telecommunication and Technology Providers Program. Entities exceeding the number of employee eligibility guidelines require Corporate Office referral. Supporting General Liability policy is required.

3. ADDITIONAL PREMIUM CHANGES

A. Calculation of Premium

1. Prorate all changes requiring additional premium.
2. Apply the rates and rules in effect on the effective date of the policy unless changes are made after the anniversary date of the policy, then apply the rates and rules in effect on that anniversary date. The additional premium developed is in addition to any applicable policy writing minimum premium.

4. RETURN PREMIUM CHANGES

A. Premium Computation

1. Compute return premium at the rates used to calculate the policy premium.
2. Compute return premium pro rata and round to the next higher whole dollar when any coverage or exposure is deleted or an amount of insurance reduced. Retain the policy writing minimum premium unless the original premium charge was made on a flat charge basis.

5. POLICY CANCELLATIONS

A. Pro Rata Cancellation

Compute return premium pro rata and round to the next higher whole dollar when a policy is cancelled:

1. At the Company's request.
2. If the insured no longer has a financial or insurable interest in the business operation that is the subject of insurance.
3. Is rewritten in the same company or company group.

LINEBACKER PUBLIC OFFICIALS
AND PRIVATE ENTITY
EMPLOYMENT PRACTICES LIABILITY

CALIFORNIA

5. POLICY CANCELLATIONS (Cont'd)

B. Other Calculations

If Rule 5.A. does not apply, compute return premium as follows:

1. Compute return premium at .90 of the pro rata unearned premium and round to the next higher whole dollar.
2. Policies with terms of less than one year: Compute return premium at .90 of the pro rata unearned premium and round to the next higher whole dollar.

6.-9. RESERVED FOR FUTURE USE

10. MINIMUM PREMIUM

The annual minimum premium shall be:

Entity	Minimum Premium
Telecommunication	\$125

11. RESERVED FOR FUTURE USE

12. RESERVED FOR FUTURE USE

13. INDIVIDUAL RISK MODIFIER

The following risk modifications shall be applied to recognize special characteristics not fully reflected in the determination of the basic premium. The total credits or debits under this table may not exceed 25%.

Condition	Debit	Credit
General Characteristics (rural/metro, financials, population change)	10%	10%
Operations (subsidiaries and additional operations)	10%	10%
Employment Practices (existence of or lack of policies, handbook, etc.)	10%	10%
Maximum credit or debit	25%	25%

LINEBACKER PUBLIC OFFICIALS
AND PRIVATE ENTITY
EMPLOYMENT PRACTICES LIABILITY

CALIFORNIA

14. RESERVED FOR FUTURE USE

15. RESERVED FOR FUTURE USE

16. PRIOR-ACTS COVERAGE

Identify the prior-acts coverage provided and apply the appropriate claims-made multiplier. If there is no prior acts coverage and the retroactive date is the same as the policy inception date, use the claims-made multiplier for year 1. Multiplier should be updated on an annual basis until it reaches 1.00 in year 5. Once multiplier is 1.00, every subsequent renewal will continue to use that same factor. If the retroactive date is prior to the inception date of the policy, use the appropriate claims-made multiplier based on the number of years of prior acts coverage. For example:

1. The policy is effective 9/1/2010 and the retro date is 9/1/2008 – use Year 3 multiplier.
2. The policy is effective 9/1/2010 and full prior acts are offered – use Year 5 multiplier.

Year in Claims Made – Years of Prior Acts Coverage	Multiplier
Year 1 – No prior acts	.84
Year 2 – One-year prior acts	.90
Year 3 – Two-year prior acts	.97
Year 4 – Three-year prior acts	.98
Year 5 or more – More than four-year prior acts or full prior acts	1.00

LINEBACKER PUBLIC OFFICIALS
AND PRIVATE ENTITY
EMPLOYMENT PRACTICES LIABILITY

CALIFORNIA

17. DEDUCTIBLE OPTIONS

The deductibles in the table below correspond with the Base Deductibles found in the Mature Claims Made Basic Limits Premium tables for Private Entities (Rule 51). The deductible may be increased or decreased using the factors directly above or below the given base deductible.

Deductible Options	Deductible Factors					
	\$1,000	\$1,500	\$2,000	\$2,500	\$3,000	\$5,000
\$-0-	1.10	1.10	1.15	1.20	1.25	n/a
\$1,000	1.00	1.05	1.10	1.15	1.20	n/a
\$1,500	.97	1.00	1.05	1.10	1.15	n/a
\$2,000	.94	.97	1.00	1.05	1.10	n/a
\$2,500	.92	.94	.97	1.00	1.05	1.20
\$3,000	.90	.92	.94	.97	1.00	1.15
\$5,000	.80	.85	.88	.90	.90	1.00
\$7,500	.70	.75	.80	.80	.80	.90
\$10,000	.60	.65	.70	.70	.70	.80
\$25,000	n/a	n/a	n/a	.50	.50	.70

18. INCREASED LIMITS

Limit (000)	Factor
\$ 100/1,000	1.00
250/1,000	1.25
500/1,000	1.50
1,000/1,000	1.75
1,000/2,000	1.85

19. RESERVED FOR FUTURE USE

20. BOARD ONLY COVERAGE

This endorsement deletes coverage for all insureds except for the organization named in the Declarations and the governing board of the organization including its elected or appointed members.

Rating: A 12% reduction in premium applies.

Attach Endorsement CL7112 — Board Only Endorsement

21. LIMITED PUBLIC AND PRIVATE E & O ENDORSEMENT FOR PROFESSIONALS

For an additional premium, the policy may be extended to provide public officials and private entity errors and omissions insurance for some professional services rendered by certain employees of an organization. This endorsement is not intended to provide or replace primary professional liability insurance available to medical or legal professionals.

Rating: \$498 All legal and Medical Professionals

Attach Endorsement CL7114 – Limited Public Officials Errors & Omissions Endorsement Professionals

Attach Endorsement CL7213 – Limited Private Entity Errors & Omissions Endorsement Professionals

22. RESERVED FOR FUTURE USE

23. ADDITIONAL INSURED

Provides additional insured status for the designated person or entity with respect to wrongful acts arising out of your operation(s) or operations they perform on your behalf.

Premium Determination – a \$124 per additional insured or \$405 blanket additional insured premium applies unless indicated otherwise below:

Gas / Electric Utility **\$933** Subject to HO Approval

Airport Authority **\$933** Subject to Underwriting Guidelines and/or HO Approval

Housing/Transit Authority **\$622** Subject to HO Approval

Attach Endorsement CL7124 – Additional Insured Designated Person / Entity Endorsement

Attach Endorsement CL7124.1 – Additional Insured Primary Noncontributory

24. RESERVED FOR FUTURE USE

25. TORT LIABILITY CREDIT

If relevant tort liability immunity exists for governmental subdivisions, a credit of up to 10% is available.

The credit will depend on the degree of governmental immunity obtained by attachment of the endorsement and the perceived probability of constitutional challenge.

This endorsement can be withdrawn from the policy at the request of the insured for an additional premium equal to the credit given for attachment of the endorsement.

Attach Endorsement CL7128 – Tort Liability Endorsement

26. LOSS OF SALARY OR FRINGE BENEFITS

Loss of salary or fringe benefits coverage may be added to the Linebacker Policy on public school districts and governmental entities – cities, townships and counties.

Limits	Rating
\$50,000 each loss/\$100,000 aggregate	20% of the Basic Limits Premium
\$75,000 each loss/\$150,000 aggregate	25% of the Basic Limits Premium

Deductible: The policy deductible applies.

Attach Endorsement CL7130.1 – Loss of Salary or Fringe Benefits Endorsement

27. HEALTH CARE EXTENSION

The endorsement provides limited professional liability coverage for the designated positions and persons indicated in the endorsement schedule. This endorsement is not intended to provide or replace primary professional liability insurance available to medical professionals.

Rating: \$335 additional premium applies

Attach Endorsement CL7149 – Health Care Extension

28. FUNGI OR BACTERIA EXCLUSION

The optional Fungi or Bacteria Exclusion endorsement may be attached to the policy.

Rating: Apply a 1% credit to the Mature Claims Made Basic Limits Premium.

Attach Endorsement CL7153 – Fungi or Bacteria Exclusion

29. LAND USE

This optional endorsement revises the land use exclusion and property damage definitions to provide coverage for damages related to zoning and permitting duties in a land use regulatory capacity.

Rating: Determined by multiplying the product (Subtotal) of the Basic Limits Premium times the Increased Limits Factor by a factor of .20.

Attach Endorsement CL7179 – Linebacker Amendment – Land Use Endorsement – Applies to Public Official's

Attach Endorsement CL7217 – Linebacker Amendment – Land Use Endorsement – Applies to Private Entity

30. LIMITED LAW ENFORCEMENT EXTENSION

This optional extension endorsement may be used for telecommunications and technology providers with incidental law enforcement exposure for law enforcement activities performed by others on their behalf or on owned premises.

Rating: No additional premium

Attach Endorsement CL7181 – Limited Law Enforcement Extension Endorsement

31. RESERVED FOR FUTURE USE

32. COVERAGE FOR FAILURE TO MAINTAIN OR OBTAIN INSURANCE

This optional endorsement allows for deletion of Failure to Maintain or Obtain Insurance exclusion in the Linebacker coverage form. Endorsement provides coverage for defense costs up to Linebacker policy limits but it does not pay for any damages. Coverage is available on telecommunications and technology providers.

Rating: Additional premium charge will be 10% of the Subtotal premium. Subtotal premium is basic limits premium subject to increased limits factor and premium modifications.

Attach Endorsement CL7218 – Coverage for Failure to Maintain or Obtain Insurance

33. SUPPLEMENTAL EXTENDED REPORTING PERIOD OPTION

A. Description of Coverage

This option is available if the Linebacker Public Officials and Employment Practices Liability Coverage or Linebacker Private Entity and Employment Practices Liability Coverage is cancelled by the Named Insured or not renewed by the company. The Named Insured has the right to purchase the Supplemental Extended Reporting Period Endorsement which provides extended reporting period of either one (1) year or 60 months to report claims which occurred on or before the cancellation or non-renewal date. The Supplemental Extended Reporting period begins at the end of the 60 day Basic Extended Reporting Period which follows the effective date of cancellation or non-renewal.

B. Endorsement

If the Supplemental Extended Reporting Period is selected, use Supplemental Extended Reporting Period Endorsement – **CL7173** for the Linebacker Public Officials and Employment Practices Liability Coverage and use Supplemental Extended Reporting Period Endorsement – **CL7214** for the Linebacker Private Entity and Employment Practices Liability Coverage. The endorsement schedule must be completed indicating the applicable Supplemental Aggregate Limit of Insurance, extended reporting period option selected and percentage of premium. The Supplemental Aggregate Limit of Insurance is equal to the aggregate limit of insurance shown in the declarations.

C. Premium Determination

90% of the full annual premium determined for Linebacker Public Officials and Employment Practices Liability Coverage for (1) year Extended Reporting Period.

200% of the full annual premium determined for the Linebacker Public Officials and Employment Practices Liability Coverage for a 60 month Extended Reporting Period.

34.-39. RESERVED FOR FUTURE USE

40. NOTICE OF CANCELLATION – DESIGNATED ENTITY

This endorsement provides notice of cancellation to 3rd parties (except for cancellations due to nonpayment of premium) when required by contract.

Rating: No premium charge.

Attach Endorsement IL7338 – Notice of Cancellation Provided by Us – Designated Entity.

41. ENDORSEMENTS

Mandatory:

CL7110 – Nuclear Energy Liability Exclusion attach to all policies

CL7202 – Data Compromise and Cyber Liability Exclusion attach to all Public Official's policies

CL7215 – Data Compromise and Cyber Liability Exclusion attach to all Private Entity policies

CL7210 – Unmanned Aircraft Exclusion attach to all Public Official's policies except schools

CL7216 – Unmanned Aircraft Exclusion attach to all Private Entity policies except schools

CL7222 – Silica or Silica-Related Dust Exclusion attach to all policies

CL7225 – California Changes – Cancellation and Nonrenewal attach to all policies

Optional (required):

CL7116 – Exclusion – Data Processors Errors and Omissions attach to policies if data processing services are being excluded

CL7117 – Drug Test Exclusion attach to policies if a drug testing exposure is being excluded

CL7126 – Amendment in Policy Limit Endorsement attach to policies if policy limits are increased after inception

42. NOTICE OF CANCELLATION PROVIDED BY US TO PERSONS OR ORGANIZATIONS WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

This is a blanket notice of cancellation that can be used in lieu of **IL7338** or any other cancellation notice endorsements when our insured is required by contract to notify persons or organizations of a cancellation (other than non-payment).

Rating: There is no premium charge.

Attach Endorsement IL7447 – Notice of Cancellation Provided by Us to Person(s) or Organization(s) With Whom You Have Agreed in a Written Contract or Agreement

43.-49. RESERVED FOR FUTURE USE

LINEBACKER PUBLIC OFFICIALS
AND PRIVATE ENTITY
EMPLOYMENT PRACTICES LIABILITY

CALIFORNIA

LINEBACKER PUBLIC OFFICIALS AND PRIVATE ENTITY EMPLOYMENT PRACTICES LIABILITY

50. MATURE CLAIMS MADE BASIC LIMITS PREMIUM – PUBLIC OFFICIALS

Reserved for future use.

51. MATURE CLAIMS MADE BASIC LIMITS PREMIUM – PRIVATE ENTITY

A. PRIVATE TELECOMMUNICATION AND TECHNOLOGY PROVIDERS PROGRAM

Number of All Employees*	Base Deductible	Rate \$100/1,000
1 – 5	\$1,000	\$ 1,245
6 – 10	1,000	1,556
11 – 20	1,500	1,867
21 – 30	2,000	3,112
31 – 40	2,500	3,735
41 – 50	3,000	4,357

*For rating purposes, number of all employees includes full-time and part-time employees as well as board members, officers, managers, etc. Multiply number of part-time employees by 0.5 to get full-time employee equivalent.

TERRORISM SUPPLEMENT

The Linebacker policy is subject to the provisions of the Terrorism Risk Insurance Act of 2002 (TRIA) established within the U.S. Department of Treasury under which the federal government shares with the insurance industry the risk of loss from terrorist attacks. The program has been amended by the Terrorism Risk Extension Act of 2005, the Terrorism Risk Insurance Program Reauthorization Act of 2007 (TRIPRA), and most recently by the Terrorism Risk Insurance Program Reauthorization Act of 2015.

- * Terrorism coverage is available at the option of the insured. If selected, we will attach the following optional (required) forms to all policies.

CL7156 Cap on Losses from Certified Acts of Terrorism

CL7161 Exclusion of Punitive Damages Related to Certified Acts of Terrorism

To reject terrorism coverage, we will attach the following optional (required) form to all policies rejecting terrorism coverage.

CL7159 Exclusion Certified Acts of Terrorism

- * **CL7168 Exclusion of Terrorism** will be attached as an optional (required) form to all policies to replace the Certified Acts of Terrorism exclusion if TRIA is not reauthorized.

TERRORISM PRICING

- * A charge of .008 should be made on the total Linebacker premium for all classes of business. This premium charge for terrorism should be added to the Linebacker premium to develop the final premium.

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

Supporting Document Schedules

Satisfied - Item:	New Prior Approval Rate Application
Comments:	
Attachment(s):	Exhibit 16.pdf Exhibit 18.pdf PriorAppRateTI_Ed07-22-2020A_rev.pdf PriorAppRateTI_Ed07-22-2020A_rev.xlsm PriorAppRateAPL_Ed01-06-2020_revised.pdf PriorAppRateAPL_Ed01-06-2020_revised.xlsm
Item Status:	
Status Date:	
Satisfied - Item:	Form Memorandum
Comments:	
Attachment(s):	FORM_Memorandum_rev.pdf
Item Status:	
Status Date:	
Satisfied - Item:	Undg Guides
Comments:	
Attachment(s):	Undg Guidelines.pdf
Item Status:	
Status Date:	
Satisfied - Item:	Minimum Premium Support
Comments:	
Attachment(s):	Min Prem Support.pdf Min Prem Support.xlsx
Item Status:	
Status Date:	
Satisfied - Item:	10-29-21 Objection Response
Comments:	
Attachment(s):	10-29-21 Objection Response.pdf
Item Status:	
Status Date:	

SERFF Tracking #:

EMCC-132483589

State Tracking #:

20-3096

Company Tracking #:

CA-LB-2020-01

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

Satisfied - Item:	1-25-22 Objection Response
Comments:	
Attachment(s):	Objection 1-25-2022 Response.pdf
Item Status:	
Status Date:	

Satisfied - Item:	Rating Example
Comments:	
Attachment(s):	Rating Example.pdf Rating Example.xlsx
Item Status:	
Status Date:	

Satisfied - Item:	General Expenses
Comments:	
Attachment(s):	General Expenses.pdf General Expenses.xlsx
Item Status:	
Status Date:	

Satisfied - Item:	1-25-22 Objection Response - Objections 5.b. & 5.e.
Comments:	
Attachment(s):	Objection Response - 5.b. & 5.e..pdf
Item Status:	
Status Date:	

Satisfied - Item:	2-14-22 Objection Response
Comments:	
Attachment(s):	2-14-22 Objection Response.pdf
Item Status:	
Status Date:	

Satisfied - Item:	2-28-22 Objection Response
Comments:	
Attachment(s):	2-28-22 Objection Response.pdf
Item Status:	
Status Date:	

SERFF Tracking #:

EMCC-132483589

State Tracking #:

20-3096

Company Tracking #:

CA-LB-2020-01

State:

California

Filing Company:

Employers Mutual Casualty Company

TOI/Sub-TOI:

17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations

Product Name:

Linebacker

Project Name/Number:

/LB-Telecom, Private-20

Satisfied - Item:	3-2-22 Objection Response
Comments:	
Attachment(s):	3-2-2022 Objection Response.pdf Obj 2 Response - Rating Example.xlsx
Item Status:	
Status Date:	

**California
Linebacker Program Introduction**

Exhibit 16

We have our Linebacker program filed in 35 states. We are filing Linebacker rates in California equal to our Linebacker rates in Iowa. The coverage in both states is the same. I have included our experience for both Iowa and Countrywide.

**IOWA
LINEBACKER
EMC INSURANCE COMPANIES**
Experience

Year	Written Premium	Earned Premium	Cal Year Reported Loss	Cal Year R/E Loss Ratio	Acc Year Reported Losses	Acc Year R/E Loss Ratio
2015	3,360,390	3,200,851	2,302,850	71.9%	3,191,178	99.7%
2016	3,620,952	3,496,738	1,926,657	55.1%	3,793,934	108.5%
2017	3,994,194	3,849,114	4,092,755	106.3%	3,101,668	80.6%
2018	4,220,541	4,131,461	4,351,762	105.3%	4,699,669	113.8%
2019	4,494,907	4,363,073	3,919,428	89.8%	3,506,442	80.4%
2020 *	1,512,105	2,288,569	2,205,903	96.4%	1,705,942	74.5%
Total	21,203,089	21,329,806	18,799,355	88.1%	19,998,832	93.8%

* 6 Months

**COUNTRYWIDE
LINEBACKER
EMC INSURANCE COMPANIES**
Experience

Year	Written Premium	Earned Premium	Cal Year Reported Loss	Cal Year R/E Loss Ratio	Acc Year Reported Losses	Acc Year R/E Loss Ratio
2015	13,936,098	13,572,214	9,257,573	68.2%	9,637,186	71.0%
2016	14,846,436	14,479,199	7,109,205	49.1%	10,157,101	70.1%
2017	15,169,885	15,071,300	10,824,050	71.8%	10,200,148	67.7%
2018	15,855,369	15,542,720	13,812,604	88.9%	12,306,371	79.2%
2019	16,686,009	16,309,903	10,526,015	64.5%	10,632,303	65.2%
2020 *	7,745,449	8,508,498	6,723,030	79.0%	5,080,361	59.7%
Total	84,239,246	83,483,834	58,252,477	69.8%	58,013,469	69.5%

* 6 Months

EXHIBIT 18

We are introducing our Linebacker Public Officials Employment Practices Liability program and our Linebacker Private Entity Employment Practices Liability program for our telecommunications program.

These programs are designed to cover the acts, errors and omissions, including civil rights violations committed by public officials or a private entity. The policies consist of two coverage parts: Public Officials Liability or Private Entity Liability and Employment Practices Liability.

Linebacker does not cover bodily injury or property damage liability. However, it will defend against allegations of failure to maintain a road which lead to an accident or injury. The policy may not cover the salary of a terminated employee, but it will provide defense of allegations of wrongful termination.

The Linebacker base rates were developed through actuarial analysis and are based on our established countrywide program experience. The rates are adequate, sufficient and not unfairly discriminatory. Since this is a new program, there is no rate impact for this filing.

PRIOR APPROVAL RATE TEMPLATE FOR PROPERTY & LIABILITY LINES GENERAL INFORMATION

Completed by: Date:

CDI File # (Department Use Only) :

Company Name:

Marketing System Distribution:

%Captive	%Direct	%Independent
<input type="text"/>	<input type="text"/>	<input type="text" value="100.0%"/>

Line Type:

General Line :

Proposed Effective Date (new rates):

New Program: LCM Calculation(s) Included: (LCM Calculation(s) is(are) hidden unless this box is checked.)

Data Aggregation:

Most Recent Year of Experience Data Ending:
(Enter in YYYYQ format.)

Enter name of each coverage/form/program for which a rate change is being requested in the cells below. Otherwise, leave blank.

Detailed Line Description(s)	Coverage/Form/Program	Proposed % Impact	Prior Effective Date (current rates)
Other Liability (Claims-Made) <input type="text"/>	Linebacker	0.0%	None

Variance Request:
Does the Ratemaking Data include a Request(s) for Variance?
If yes, is Variance #3 requested for any coverage?

PRIOR APPROVAL RATE TEMPLATE FOR PROPERTY & LIABILITY LINES SUMMARY

Coverage/Form/Program	Projected Annual Premium (\$)	Minimum Permitted Earned Premium (\$)	Maximum Permitted Earned Premium (\$)	Change at Minimum %	Change at Maximum %	Proposed %
Linebacker	50,000	45,730	71,001	-8.5%	42.0%	0.0%
Combined	50,000	45,730	71,001	-8.5%	42.0%	0.0%

Combined Total Earned Exposures for Latest Year:

Coverage/Form/Program	Average Earned Premium \$ per Exposure				Projected Earned Exposures
	Projected	Minimum Permitted	Maximum Permitted	Proposed	
Linebacker	2,500.00	2,286.48	3,550.07	2,500.00	20
Combined	2,500.00	2,286.48	3,550.07	2,500.00	20

Coverage/Form/Program	Projected Annual Premium (\$)	Projected Annual Ultimate Loss & DCCE (\$)	Projected Annual Ultimate Loss & DCCE Ratio
Linebacker	50,000	40,285	80.6%
Combined	50,000	40,285	80.6%

PROJECTED YIELD AND FEDERAL INCOME TAX RATE ON INVESTMENT INCOME

Line	Description	Short-Term Assets		Intermediate-Term Assets		Long-Term Assets		No Maturity Date
		1 Year or Less	Over 1 Year thru 5 Years	Over 5 Years thru 10 Years	Over 10 Years thru 20 Years	Over 20 Years		
1.7	U.S. Governments	49,263,215	105,416,377	57,477,411	26,167,933	1,206,515		
2.7	All Other Governments	0	5,025,281	0	0	0		
3.7	States, Territories and Possessions	3,838,911	37,768,006	56,202,651	0	0		
4.7	Political Subdivisions	31,885,000	85,319,178	53,005,116	5,074,997	0		
5.7	Special Revenue and Assessment Obligations	84,181,627	226,142,379	250,929,474	513,219,900	18,799,457		
6.7	Industrial and Miscellaneous	82,209,845	603,854,078	487,066,448	34,498,675	0		
7.7	Hybrid Securities	0	0	0	0	0		
8.7	Parent, Subsidiaries and Affiliates	0	0	0	0	0		
9.7	SVO Identified Funds							

Source:

Schedule D, Part 1A, Section 1 of the insurer **group's** most recent consolidated (combined) statutory Annual Statement.

		Short-Term Assets		Intermediate-Term Assets	Long-Term Assets
		1 Year or Less	Over 1 Year thru 10 Years	Over 10 Years	
(1)	Government Bonds (Sum of Lines 1.7 & 2.7)	49,263,215	167,919,069	27,374,448	
(2)	Other Taxable Bonds (Sum of Lines 6.7, 7.7, 8.7 and one-half of Line 5.7) ¹	124,300,659	1,329,456,453	300,508,354	
(3)	Tax-Exempt Bonds (Sum of Lines 3.7, 4.7 and one-half of Line 5.7)	77,814,725	470,830,878	271,084,676	

(Note: CCR §2644.20 refers to bond asset classes of "Credit Tenant Loans" and "Public Utilities" that are no longer recorded in the NAIC Annual Statement Schedule D, Part 1A, Section 1. Assets included in "Other Taxable Bonds" conform to the current NAIC Annual Statement Blank.)

¹ SVO Identified Funds are treated as Other Taxable Long-Term Bonds.

PROJECTED YIELD AND FEDERAL INCOME TAX RATE ON INVESTMENT INCOME
(continued)

		Invested Assets ¹	Currently Available Yield ²	Return on Invested Assets	Federal Income Tax Rate	Federal Income Taxes
		[1]	[2]	[3] = [1] * [2]	[4]	[5] = [3] * [4]
(1)	U.S. Government Bonds					
	(i) Short-Term	49,263,215	0.1%	68,969	21.00%	14,483
	(ii) Intermediate-Term	167,919,069	0.7%	1,130,655	21.00%	237,438
	(iii) Long-Term	27,374,448	1.2%	317,544	21.00%	66,684
(2)	Other Taxable Bonds					
	(i) Short-Term	124,300,659	0.2%	227,885	21.00%	47,856
	(ii) Intermediate-Term	1,329,456,453	1.5%	19,954,940	21.00%	4,190,537
	(iii) Long-Term	300,508,354	2.5%	7,381,396	21.00%	1,550,093
(3)	Tax-Exempt Bonds					
	(i) Short-Term	77,814,725	0.1%	112,702	5.25%	5,917
	(ii) Intermediate-Term	470,830,878	1.2%	5,578,329	5.25%	292,862
	(iii) Long-Term	271,084,676	2.0%	5,426,232	5.25%	284,877
(4)	Common Stock	841,409,807				
	(i) Dividends		2.1%	17,818,031	13.13%	2,338,617
	(ii) Capital Gains		6.4%	53,963,575	21.00%	11,332,351
(5)	Preferred Stock Dividends	83,562,320	4.6%	3,844,236	13.13%	504,556
(6)	Mortgage Loans	0	2.5%	0	21.00%	0
(7)	Real Estate	152,798,192	2.5%	3,867,492	21.00%	812,173
(8)	Cash	(26,618,900)	0.1%	(37,266)	21.00%	(7,826)
(9)	Other	92,127,784				
	(i) Dividends		2.1%	1,950,935	13.13%	256,060
	(ii) Capital Gains		6.4%	5,908,589	21.00%	1,240,804
(10)	Total Gross Invested Assets	3,961,831,677		127,514,241		23,167,482
(11)	Investment Expense ³			33,154,486	21.00%	6,962,442
(12)	Total Net Invested Assets	3,961,831,677		94,359,755		16,205,040
(13)	Federal Income Tax: Line (12); column [5]/column [3]				17.2%	
(14)	Projected Yield on Invested Assets: Line (12), column [3]/column [1]		2.4%			
		Most Recent Calendar Year				
(15)	Loss Reserves ⁴	1,754,973,036				
(16)	Loss Adjustment Expense Reserves ⁴	319,392,783				
(17)	Unearned Premium Reserves ⁴	823,144,905				
(18)	Surplus as Regards to Policyholders ⁴	1,575,175,064				
(19)	Total Reserves and Surplus	4,472,685,788				
(20)	Projected Yield adjusted to Reserve and Surplus Base: Line (14), column [2]*Line (12), column [1]/Line (19), column [1]		2.1%			

¹ Source for Column [1], Lines (4) through (9): Page 2 (Assets) of the insurer group's most recent consolidated (combined) statutory Annual Statement.
- Line (8) Cash: Page 2 (Assets) Line 5, cash only; cash equivalents and short-term investments are included in Schedule D.
- Line (9) Other: Page 2 (Assets) Sum of Lines 6, 8, 9 and 11.

² Currently available yields are defined in CCR §2644.20. Latest values are posted at:

<http://www.insurance.ca.gov/0250-insurers/0800-rate-filings/0200-prior-approval-factors/>

Month/Year (Yield): **July 2020**

³ Source: Page 11, Line 25 of the insurer group's most recent consolidated statutory Annual Statement. Entered as a positive expense.

⁴ Source for Column [1], Lines (15) through (18):

Page 3 (Liabilities, Surplus and Other Funds) of the insurer group's most recent consolidated statutory Annual Statement, Lines 1, 3, 9 and 37, respectively.

EXCLUDED EXPENSE RATIO Countrywide Insurer Group Data

Countrywide direct earned premium for lines of business subject to Proposition 103 (\$):

Countrywide direct earned premium for lines of business **not** subject to Proposition 103 (\$):

Total countrywide direct earned premium (\$):

2nd Prior Calendar Year	1st Prior Calendar Year	Most Recent Calendar Year
2017	2018	2019
1,335,790,000	1,412,715,000	1,469,348,000
350,196,000	358,565,000	344,175,000
1,685,986,000	1,771,280,000	1,813,523,000

(Note: Total must reconcile to the countrywide direct earned premium in the Insurance Expense Exhibit, Part 3 for the **insurer group**.)

Check box if the excluded expenses entered in this page are derived on a countrywide, group basis

CCR §2644.10 (b): Executive Compensation

	2nd Prior Calendar Year		1st Prior Calendar Year		Most Recent Calendar Year	
	2017		2018		2019	
	Cash & Salary	Bonus	Cash & Salary	Bonus	Cash & Salary	Bonus
1st Highest Paid	959,567	588,480	977,723	476,676	1,001,945	884,183
2nd Highest Paid	498,750	282,933	577,393	259,608	591,154	481,545
3rd Highest Paid	466,654	264,789	577,393	259,608	591,154	481,545
4th Highest Paid	466,654	264,789	311,295	128,376	340,000	252,450
5th Highest Paid	305,856	158,814	306,231	139,502	334,324	256,259

	2nd Prior Calendar Year		1st Prior Calendar Year		Most Recent Calendar Year	
	2017		2018		2019	
	Maximum Permissible	Excessive Amount	Maximum Permissible	Excessive Amount	Maximum Permissible	Excessive Amount
1st Highest Paid	577,119	970,928	590,388	864,011	599,885	1,286,243
2nd Highest Paid	344,428	437,255	351,224	485,777	356,076	716,623
3rd Highest Paid	286,581	444,862	292,777	544,224	297,206	775,493
4th Highest Paid	250,167	481,276	255,232	184,439	258,849	333,601
5th Highest Paid	222,443	242,227	226,743	218,990	229,812	360,771
Total Excessive		2,576,548		2,297,440		3,472,731

CCR §2644.10 (f): Institutional Advertising

	2nd Prior Calendar Year		1st Prior Calendar Year		Most Recent Calendar Year	
	2017		2018		2019	
	Institutional	Non-Institutional	Institutional	Non-Institutional	Institutional	Non-Institutional
Total Advertising ¹	2,452,895	939,001	2,813,667	891,333	3,907,069	1,284,373

¹ Note: For each calendar year, the sum of Institutional and Non-Institutional advertising expenses must reconcile to the total advertising expenses reported in the Insurance Expense Exhibit, Part 1, Line 4 for the **insurer group**.

EXCLUDED EXPENSE RATIO (continued) Countrywide Insurer Group Data

Check box if the excluded expenses entered in this page are derived on a countrywide, group basis

	2nd Prior Calendar Year	1st Prior Calendar Year	Most Recent Calendar Year
	2017	2018	2019
CCR §2644.10 (a): Political contribution and lobbying	201,617	252,949	301,988
CCR §2644.10 (b): Excessive Executive Compensation (Page 4.1)	2,576,548	2,297,440	3,472,731
CCR §2644.10 (c): Bad faith judgments and associated DCCE			
CCR §2644.10 (d): All costs for unsuccessful defense of discrimination claims			
CCR §2644.10 (e): Fines and penalties	16,496	11,137	172,961
CCR §2644.10 (f): Institutional advertising expenses (Page 4.1)	2,452,895	2,813,667	3,907,069
CCR §2644.10 (g): Excessive payments to affiliates			
Total Excluded Expenses	5,247,556	5,375,193	7,854,749
Excluded Expense Ratio	0.3%	0.3%	0.4%
Three-Year Average Excluded Expense Ratio			0.3%

FINAL ADJUSTED CDI PARAMETERS

Efficiency Standard									
Detailed Line Description	Line Code	Coverage/Form	Marketing System Distribution			Weighted Average	Variance Adjustment	Excluded Expense Ratio	Final Adjusted Efficiency Standard
			0.0%	0.0%	100.0%				
Other Liability (Claims-Made)	17.2	Linebacker	32.0%	39.6%	37.6%	37.6%	0.0%	0.3%	37.2%

Detailed Line Description	Line Code	Coverage/Form	Reserves Ratio		Leverage Factor <i>(Variance 3 not applied)</i>			Yields, Rate of Return & Premium Tax Values as of July 2020	
			Unearned Premium Reserves	Loss Reserves	Raw Factor	Variance Adjustment	Final Adjusted Leverage Factor	Yield	2.1%
Other Liability (Claims-Made)	17.2	Linebacker	0.6434	2.8617	0.5416	1.0000	0.5416	FIT	17.2%
								Premium Tax Rate	2.4%
								Risk Free Rate of Return	<i>0.5%</i>

RATEMAKING DATA

Completed by:

Variance #(s):

Date Completed:

9/3/2020

Detailed Line Description:

Other Liability (Claims-Made)

Coverage:

Linebacker

Line	Description	Source	5th Prior Year Ending	4th Prior Year Ending	3rd Prior Year Ending	2nd Prior Year Ending	1st Prior Year Ending	Most Recent Year Ending	Projected ¹	New Program ²
(0)	Year		2014	2015	2016	2017	2018	2019		
(1)	California Direct Written Premium		New Program							50,000
(2)	California Direct Earned Premium									50,000
(3)	Premium Adjustment Factor	Exh 4								
(4)	Premium Trend Factor ¹	Exh 5								
(5)	Miscellaneous Fees and Flat Charges not included in Line (2)	Exh 6								0
(6)	Earned Exposure Units									20
(7)	Historic Losses									35,000
(8)	Historic Defense and Cost Containment Expense (DCCE)									5,285
(9)	Loss Development Factor	Exh 7								
(10)	DCCE Development Factor	Exh 7								
(11)	Loss Trend Factor ¹	Exh 8								
(12)	DCCE Trend Factor ¹	Exh 8								
(13)	Catastrophe Adjustment Factor	Exh 9								
(14)	Experience Credibility	Exh 10								
(15)	Ancillary Income	Exh 11								105

Lines 16-18 link directly to pages 3 and 4 of the rate template.

(16)	Excluded Expense Ratio	Pg 4.2								0.3%
(17)	Projected Federal Income Tax Rate on Investment Income	Pg 3.2								17.2%
(18)	Projected Yield	Pg 3.2								2.1%

¹ The Projected column should reflect the annual trend expressed as a percentage for premium, loss and DCCE trends, and credibility.

² Refer to Section III.C. of the Prior Approval Rate Filing Instructions for New Program requirements.

VARIANCE - NONE

RATE CHANGE CALCULATION

Completed by: _____
Date Completed: 9/3/2020
Prior Effective Date: None
Proposed Effective Date: 1/15/2021
Detailed Line Description: Other Liability (Claims-Made)
Coverage: Linebacker

Data Provided by Filer	2014	2015	2016	2017	2018	2019	Projected
Prem_Written	New Program						50,000
Prem_Earned							50,000
Prem_Adj							
Prem_Trend							0.0%
Misc_Fees							0
Exposures_Earned							20
Losses							35,000
DCCE							5,285
Loss_Devt							
DCCE_Devt							
Loss_Trend							0.0%
DCCE_Trend							0.0%
CAT_Adj							
Anc_Income							105
Credibility							100.0%
ExpRatio_Excluded							0.3%
FIT_Inv							17.2%
Yield							2.1%

CDI Parameters	2014	2015	2016	2017	2018	2019	
FIT_UW							21.0%
EffStd_Final					Data as of: 2018		37.2%
LevFact_Final					Data as of: 2018		0.54
PremTaxRate							2.4%
SurplusRatio							1.85
ResRatio_UPR					Data as of: 2018		0.64
ResRatio_Loss					Data as of: 2018		2.86
ROR_RiskFree					Data as of: July 2020		0.5%
ROR_Min							-6.0%
ROR_Max							6.5%

Calculations	2014	2015	2016	2017	2018	2019	
Prem_Adjusted							50,000
Losses_Adjusted							35,000
DCCE_Adjusted							5,285
LossDCCERatio_Adjusted							80.6%
TCRLP_perExp							2,500.00
LossDCCE_perExp							2,014.25
CompLossDCCE_perExp							1,420.11
CredLoss_perExp							2,014.25
Anc_Inc_perExp							5.25
InvInc_Fixed							6.3%
InvInc_Variable							5.5%
Net_AnnualTrend							0.0%
Comp_Trend							0.0%
Max_Profit							15.3%
Min_Profit							-14.0%
UW_Profit							6.0%
Min_Denom							0.82
Max_Denom							0.53
Min_Premium							\$2,286.48
Max_Premium							\$3,550.07
CHANGE_AT_MIN							-8.5%
CHANGE_AT_MAX							42.0%

PRIOR APPROVAL RATE APPLICATION FOR PROPERTY & LIABILITY LINES GENERAL INFORMATION

Completed by: Date:

Your File #:
(15 Character Maximum)

Filing Characteristics

Does this filing include a variance request? (Page 11 hidden)

If yes,

Is this a variance request submitted after the prior approval application to which it applies?

Provide the applicable CDI File #:

Is this a group filing? If yes, complete Page 2. (Page 2 hidden)

Is this a specialty filing?

Line Type:

General Line :

Subline:

Program:

Provide the most recent applicable CDI file # in this line, subline and/or program:

DEPARTMENT USE ONLY	
CDI File #:	<input type="text"/>
SERFF #:	<input type="text"/>
Filed Date:	<input type="text"/>
Compliance Date:	<input type="text"/>
Public Notice Date:	<input type="text"/>
Deemer Date:	<input type="text"/>
Intake Analyst:	<input type="text"/>
Bureau/Senior:	<input type="text"/>
Group Filing?:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
X-Reference #:	<input type="text"/>
Filing Type:	<input type="checkbox"/> Rate <input type="checkbox"/> Rule <input type="checkbox"/> Form <input type="checkbox"/> Variance <input checked="" type="checkbox"/> New Program
% Change:	<input type="text"/>

Company Information

Company Name:

Group Name:

NAIC Company Code:

NAIC Group Code:

Organized under the laws of the State of:

Home Office:

Contact Name/Title:

Toll Free Phone #: Fax #:

Email Address:

Mailing Address:

I declare under penalty of perjury under the laws of the State of California, that the information filed is true, complete, and correct, and that price optimization methods or models have not been used in the development of the final rates for any segment of the filed rating plan.

Authorized Signature

Date of Filing

Telephone #

Refer to CDI website below for the most current rate template and prior approval factors:

<http://www.insurance.ca.gov/0250-insurers/0800-rate-filings/>

FILING TYPE

Complete the following questions in order to generate the filing checklist:

- | | |
|--|---|
| 1. Is this a New Program filing? | Y |
| 5. Does this filing include a request(s) for Variance? | N |

Question 3: Rule change(s) include new rule(s) and changes to existing rule(s).

Question 4: Form change(s) include new, withdrawn or replacement form(s).

FILING CHECKLIST

Use this checklist to assemble a complete application:

PDF	Excel	Prior Approval Rate Application
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	General Information, Page 1
<input type="checkbox"/>	<input type="checkbox"/>	Insurer Group Information, Page 2
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Filing Type and Checklist, Page 3
<input type="checkbox"/>	<input type="checkbox"/>	Proposed Impact, Page 4
<input type="checkbox"/>	<input type="checkbox"/>	Reconciliation of Direct Earned Premium to Statutory Data, Page 5
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Miscellaneous Fees and Other Charges, Page 8
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Rules and Underwriting Guidelines, Page 10
		Supporting Exhibits
<input type="checkbox"/>	<input type="checkbox"/>	Exhibit 12 - Reinsurance Premium and Recoverables
<input checked="" type="checkbox"/>		Exhibit 16 - New Program
<input type="checkbox"/>	<input type="checkbox"/>	Exhibit 19 - Supplemental Information
<input type="checkbox"/>		Filing Memorandum
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Prior Approval Rate Template
<input checked="" type="checkbox"/>		Complete Printed Rate and Rule Manual Pages
<input checked="" type="checkbox"/>		Underwriting Guidelines
<input checked="" type="checkbox"/>		Forms^{1,2}
<input type="checkbox"/>		Copies of Reinsurance Agreements¹

¹ See Prior Approval Rate Filing Instructions.

Application Page 5 is only required for new programs that are based partly on a current or inactive program.

All Private Passenger Automobile class plans must be filed separately from the Prior Approval Rate Applications.

IMPACT OF PROPOSED CHANGES

Proposed Overall Rate Change:	#DIV/0!
Proposed Earned Premium Per Exposure:	\$2,500.00
Proposed Effective Date:	01/15/21

	Coverage/Form/Program ¹	Indicated % Change	Proposed % Change ²	Adjusted Earned Premium ^{3,4}	Projected Earned Premium ⁴
(1)					\$0
(2)					\$0
(3)					\$0
(4)					\$0
(5)					\$0
(6)					\$0
(7)					\$0
(8)					\$0
(9)					\$0
(10)					\$0
Total		#DIV/0!	#DIV/0!	\$0	\$0

¹ Every Coverage/Form/ Program listed on Prior Approval Template Page 1 should be listed on this page, and reflect the same order in terms of Coverage/Form/Program. The figures on this page should reconcile to the Prior Approval Rate Template.

² Commercial Auto Liability and Physical Damage must be combined in one application, with separate Rate Calculation pages in the Prior Approval Rate Template for liability and physical damage coverages.

³ If this filing contains group data, fill in the proposed impact for each individual company on Prior Approval Rate Application Page 2. The total rate impact shown on this page will not necessarily be equal to any of the individual company premium impacts shown on Prior Approval Rate Application Page 2.

⁴ Adjusted earned premium is the historical earned premium for the most recent year adjusted to the current rate level and trended to the average earned date of the proposed rating period.

⁵ Total earned premium must include all income derived from miscellaneous fees and other charges.

RECONCILIATION OF DIRECT EARNED PREMIUM DATA
Annual Statement Statutory Page 14 Calendar Year Data

	Coverage/Form/Program ¹	Latest CDI Filing # ²	2nd Prior Calendar Year	1st Prior Calendar Year	Most Recent Calendar Year
			2016	2017	2018
(1)					
(2)					
(3)					
(4)					
(5)					
(6)					
(7)					
(8)					
(9)					
(10)					
Total			0	0	0
Statutory Page 14					
Difference			0	0	0

Explain any differences:

¹ This page requires insurers to itemize each coverage/form/program until *all* data is reconciled to the corresponding annual statement line of insurance. Every Coverage/Form/ Program listed on Prior Approval Template Page 1 should be listed on this page along with and any other coverages/forms/programs that roll up to the annual statement line of insurance, once aggregated.

² For residual market data, a filing number is not required.

ANNUAL STATEMENT LINE - Other Liability

Year	Written Premium	Earned Premium	Incurred Loss	IL%	DCCE	DCCE%	IL+DCCE	IL+DCCE %
(1) YYYY	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
(2) #VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
(3) #VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
(4) 3 Yr Avg	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!

#VALUE!

Note: Programs with less than \$25M in premium each can be combined into one entry.

Note: Ratios are weighted averages. Dollars are arithmetic averages.

Total - All Programs

Year	Written Premium	Earned Premium	Incurred Loss	IL%	DCCE	DCCE%	IL+DCCE	IL+DCCE %
(5) YYYY	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
(6) #VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
(7) #VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
(8) 3 Yr Avg	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!

Difference	-	-	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!
------------	---	---	---	---------	---	---------	---	---------

(specify program)

Year	Written Premium	Earned Premium	Incurred Loss	IL%	DCCE	DCCE%	IL+DCCE	IL+DCCE %
YYYY	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
#VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
#VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
3 Yr Avg	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!

(specify program)

Year	Written Premium	Earned Premium	Incurred Loss	IL%	DCCE	DCCE%	IL+DCCE	IL+DCCE %
YYYY	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
#VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
#VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
3 Yr Avg	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!

(specify program)

Year	Written Premium	Earned Premium	Incurred Loss	IL%	DCCE	DCCE%	IL+DCCE	IL+DCCE %
YYYY	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
#VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
#VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
3 Yr Avg	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!

(specify program)

Year	Written Premium	Earned Premium	Incurred Loss	IL%	DCCE	DCCE%	IL+DCCE	IL+DCCE %
YYYY	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
#VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
#VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
3 Yr Avg	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!

(specify program)

Year	Written Premium	Earned Premium	Incurred Loss	IL%	DCCE	DCCE%	IL+DCCE	IL+DCCE %
YYYY	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
#VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
#VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
3 Yr Avg	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!

ADDITIONAL CALENDAR YEAR DATA REQUIRED BY STATUTE

Refer to CIC §1857.7, CIC §1857.9 and CIC §1864 for more information.

Line	Type of Data	Most Recent Calendar Year
(0)	Calendar Year	YYYY
(1)	Number of claims outstanding at beginning of year	
(2)	Number of claims during the year	
(3)	Number of claims closed during the year	
(4)	Number of claims outstanding at year's end [(1) + (2) - (3)]	0
(5)	Unearned Premiums	
(6)	Dollar amount of claims paid	
(7)	Net loss reserves for outstanding claims excluding claims incurred but not reported (case reserves)	
(8)	Net loss reserves for claims incurred but not reported (IBNR)	
(9)	Losses incurred as a percentage of premiums earned, including IBNR	
(10)	Net investment gain or loss and other income or gain or loss allocated to the line	
(11)	Net income before federal and foreign income taxes [(10) + (15)]	\$0
(12)	Total number of policies in force on the last day of the reporting period	
(13)	Total number of policies canceled	
(14)	Total number of policies non-renewed	
(15)	Net underwriting gain or loss (= CY earned premiums less CY incurred loss less CY incurred expense)	
(16)	Separate allocations of expenses for:	
(17)	(a) commissions and brokerage expense	
(18)	(b) other acquisition costs	
(19)	(c) general office expenses	
(20)	(d) taxes, licenses and fees	
(21)	(e) loss adjustment expense (DCCE & AOE)	
(22)	(f) other expenses	

MISCELLANEOUS FEES AND OTHER CHARGES

Check all fees that apply and identify the amount charged for each transaction.

If no fees apply to this program, check here:

Miscellaneous Fees

	New Business	Renewal Business
Policy Fee	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
Installment Fee (Fixed \$)	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
Endorsement Fee	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
Inspection Fee	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
Cancellation Fee	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
Reinstatement Fee	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
Late Fee	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
SR-22	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
Other Fees (specify below)		
<i>Fee 1</i>	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
<i>Fee 2</i>	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
<i>Fee 3</i>	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
<i>Fee 4</i>	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>

Ancillary Income

	New Business	Renewal Business
Installment Finance Charge (APR %)	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
Non-Sufficient Funds (NSF) Fee	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
Membership Dues	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
Premium Finance Revenues	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
Other Fees (specify below)		
<i>Fee 1</i>	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
<i>Fee 2</i>	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
<i>Fee 3</i>	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
<i>Fee 4</i>	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>

Use Exhibit 6 if additional space is needed to explain fees not listed above.

FORMS

		Applicable Form			Source of Form		Coverage Change Reflects		Coverage Change Includes		Factor or Charge (\$, % or Description)
		#	Title	Type	Source	CDI File # ¹	Category	Restriction? ²	Broadening?	Rate Impact?	
(1)	Proposed	CL7001 (1-18)	Linebacker Public Official's and Employment	3	3		1	Y	Y	N	0%
	Current		Practices Liability Coverage Form								
(2)	Proposed	CL7021 (1-18)	Linebacker Private Entity and Employment	3	3		1	Y	Y	N	0%
	Current		Practices Liability Coverage Form								
(3)	Proposed	CL7110 (1-18)	Nuclear Energy Liability Exclusion Endorsement	2	3		1	Y	N	N	0%
	Current										
(4)	Proposed	CL7112 (1-18)	Board Only Endorsement	2	3		2	Y	N	N	0%
	Current										
(5)	Proposed	CL7114 (10-12)	Limited Public Officials Errors & Omissions	2	3		2	N	Y	N	0%
	Current		Endorsement for Professionals								
(6)	Proposed	CL7116 (1-18)	Data Processors Errors and Omissions Exclusion	2	3		1	Y	N	N	0%
	Current										
(7)	Proposed	CL7117 (1-18)	Drug Testing Exclusion	2	3		2	Y	N	N	0%
	Current										
(8)	Proposed	CL7124 (1-18)	Additional Insured-Designated Person or Entity	2	3		2	N	Y	N	0%
	Current										
(9)	Proposed	CL7124.1 (1-18)	Additional Insured-Designated Person or Entity	2	3		2	N	Y	N	0%
	Current		Primary and Noncontributory Basis								
(10)	Proposed	CL7126 (1-18)	Amendment in Policy Limit Endorsement	2	3		2	N	Y	N	0%
	Current										
(11)	Proposed	CL7128 (5-20)	Tort Liability Endorsement	2	3		1	Y	N	N	0%
	Current										
(12)	Proposed	CL7130.1 (10-19)	Loss of Salary or Fringe Benefits Endorsement	2	3		2	N	Y	N	0%
	Current										
(13)	Proposed	CL7149 (1-18)	Health Care Extension	2	3		2	N	Y	N	0%
	Current										
(14)	Proposed	CL7153 (1-18)	Fungi or Bacteria Exclusion	2	3		2	Y	N	N	0%
	Current										
(15)	Proposed	CL7156 (1-18)	Cap On Losses From Certified Acts of Terrorism	2	3		2	Y	N	N	0%
	Current										
(16)	Proposed	CL7159 (1-18)	Exclusion of Certified Acts of Terrorism	2	3		2	Y	N	N	0%
	Current										
(17)	Proposed	CL7161 (1-18)	Exclusion of Punitive Damages Related to a	2	3		2	Y	N	N	0%
	Current		Certified Acts of Terrorism								
(18)	Proposed	CL7168 (1-18)	Exclusion of Terrorism	2	3		2	Y	N	N	0%
	Current										
(19)	Proposed	CL7173 (10-12)	Supplemental Extended Reporting Period Endst.	2	3		2	N	Y	N	0%
	Current										
(20)	Proposed	CL7179 (2-15)	Linebacker Amendment - Land Use Endorsement	2	3		2	N	Y	N	0%
	Current										

FORMS

		Applicable Form			Source of Form		Coverage Change Reflects			Coverage Change Includes		Factor or Charge (\$, % or Description)
		#	Title	Type	Source	CDI File # ¹	Category	Restriction? ²	Broadening?	Rate Impact?	% Impact	
(21)	Proposed	CL7181 (1-18)	Limited Law Enforcement Extension Endorsement	2	3		2	N	Y	N	0%	
	Current											
(22)	Proposed	CL7202 (10-15)	Data Compromise and Cyber Liability Exclusion	2	3		1	Y	N	N	0%	
	Current											
(23)	Proposed	CL7210 (1-16)	Exclusion - Unmanned Aircraft	2	3		1	Y	N	N	0%	
	Current											
(24)	Proposed	CL7213 (1-18)	Limited Private Entity Errors & Omission Endst. for Professionals	2	3		2	N	Y	N	0%	
	Current											
(25)	Proposed	CL7214 (1-18)	Supplemental Extended Reporting Period Endst.	2	3		2	N	Y	N	0%	
	Current											
(26)	Proposed	CL7215 (1-18)	Data Compromise and Cyber Liability Exclusion	2	3		1	Y	N	N	0%	
	Current											
(27)	Proposed	CL7216 (1-18)	Exclusion - Unmanned Aircraft	2	3		1	Y	N	N	0%	
	Current											
(28)	Proposed	CL7217 (1-18)	Linebacker Amendment - Land Use Endorsement	2	3		2	N	Y	N	0%	
	Current											
(29)	Proposed	CL7218 (1-18)	Failure to Obtain or Maintain Insurance Endst.	2	3		2	N	Y	N	0%	
	Current											
(30)	Proposed	CL7222 (3-20)	Silica or Silica-Related Dust Exclusion	2	3		1	Y	N	N	0%	
	Current											
(31)	Proposed	CL7225 (7-20)	California Changes - Cancellation and Nonrenewal	2	3		1	N	N	N	0%	
	Current											
(32)	Proposed	IL7338 (5-15)	Notice of Cancellation Provided By Us - Designated Entity	2	3		2	N	Y	N	0%	
	Current											
(33)	Proposed	IL7447 (5-15)	Notice of Cancellation Provided By Us to Pers/Org With Whom You Have Agreed in Contract or Agreement	2	3		2	N	Y	N	0%	
	Current											
(34)	Proposed											
	Current											
(35)	Proposed											
	Current											

¹ If Source selected is ISO or Other Advisory Organization, provide the CDI File # of the applicable filing from which the form is being adopted. If Source selected is Company and Category is Replacement, provide the CDI File # under which the current form is approved.

² Forms that restrict, exclude or delete coverage require consideration of a rate offset/credit. Provide the amount of prior losses incurred associated with the impacted coverage, if any.

Legend of Response Codes

Type Code	Source Code	Category Code
(1) Application	(1) Insurance Services Organization (ISO)	(1) New, mandatory
(2) Endorsement	(2) Other Advisory Organization	(2) New, optional
(3) Policy	(3) Company	(3) Replacement, mandatory
(4) Other (Describe in filing memorandum)	(4) Other (Describe in filing memorandum)	(4) Replacement, optional
		(5) Withdrawn, mandatory
		(6) Withdrawn, optional

RULES AND UNDERWRITING GUIDELINES

Insurers submitting a rule change filing must provide the information identified below.
Complete Exhibit 18 as necessary to fulfill this requirement.

Check all that apply:

- (1) Introducing a new rule(s)
- (2) Revising an existing rule(s)
- (3) Adopting an approved Advisory Organization (AO) rule(s)
- (4) Withdrawing an approved rule(s)
- (5) Introducing or revising an underwriting guideline(s)¹

If (1), (2) or (5) above is checked, provide the following:

- (a) The purpose for the rule or underwriting guideline or an explanation for revising an existing rule or underwriting guideline (Exhibit 18)
- (b) A copy of the current and proposed manual page corresponding to the rule or underwriting guideline
- (c) The proposed charge for the rule, and justification of the charge including the rate or premium development method (Exhibit 18)
- (d) The rate impact of the rule or underwriting guideline on the current book of business, with corresponding calculation of that impact (Exhibit 18)
- (e) Advise if the rule is:
 - (i) Optional
 - (ii) Mandatory

If (3) above is checked, specify the approved CDI File #(s) of the AO rule:

If (4) above is checked, provide the following:

- (a) An explanation for the withdrawal of the rule (Exhibit 18)
- (b) A copy of the current and proposed manual page corresponding to the withdrawn rule
- (c) The rate impact of withdrawing the rule on the current book of business, with corresponding calculation of that impact (Exhibit 18)

For all rule and underwriting guideline changes, provide any additional comments necessary to adequately explain the rule change (Exhibit 18).

¹ Underwriting guidelines included in this filing are reviewed only insofar as they relate to rates contained in this filing or currently on file with the California Department of Insurance.

California
Linebacker Form Memorandum

We are introducing the Linebacker Public Officials and Employment Practices Liability program and Linebacker Private Entity and Employment Practices Liability program.

CL7001 (1-18) Linebacker Public Official's and Employment Practices Liability Coverage Form

New, Mandatory

This form is being introduced to provide Linebacker coverage for telecommunications companies. The Linebacker policy is designed to cover the acts, errors and omissions, including civil rights violations committed by public officials. The policy consists of two coverage parts. Public Officials Liability and Employment Practices Liability. Public Official wrongful acts are defined as actual and alleged errors; misstatements or misleading statements; acts, omissions, neglect or breach of duty by an insured in the discharge of organizational duties. Employment Practices Liability wrongful acts are defined as wrongful refusal to employ, promote; wrongful demotion, evaluation, or reassignment; wrongful termination or constructive discharge; workplace harassment, sexual harassment, coercion or discrimination; libel or slander.

CL7021 (1-18) Linebacker Private Entity and Employment Practices Liability Coverage Form

New, Mandatory

This form is being introduced to provide Linebacker coverage for private telecommunications companies. The Linebacker policy is designed to cover the acts, errors and omissions, including civil rights violations because of a private entity's wrongful act. The policy consists of two coverage parts. Private Entity Liability and Employment Practices Liability. Private Entity wrongful acts are defined as actual and alleged errors; misstatements or misleading statements; acts, omissions, neglect or breach of duty by an insured in the discharge of organizational duties. Employment Practices Liability wrongful acts are defined as wrongful refusal to employ, promote; wrongful demotion, evaluation, or reassignment; wrongful termination or constructive discharge; workplace harassment, sexual harassment, coercion or discrimination; libel or slander.

CL7110 (1-18) Nuclear Energy Liability Exclusion Endorsement

New, Mandatory

Exclusion for Nuclear Energy Liability

CL7112 (1-18) Board Only Endorsement

New, Optional

Reduces coverage to apply to board members and organization named in the Declarations only. No employees or volunteers are covered.

CL7114 (10-12) Limited Public Officials Errors & Omissions Endorsement for Professionals

New, Optional

For an additional premium the policy may be extended to include excess professional liability coverage for designated employees such as a school nurse or county attorney, of the organization. The extension of coverage applies to wrongful acts only; no coverage applies for bodily injury or personal injury.

CL7116 (1-18) Data Processors Errors and Omissions Exclusion

New, Optional

Excludes data processing services for others.

CL7117 (1-18) Drug Testing Exclusion

New, Optional

Exclusion for drug testing.

CL7124 (1-18) Additional Insured – Designated Person or Entity

New, Optional

Provides additional insured status for the designated person or entity.

CL7124.1 (1-18) Additional Insured – Designated Person or Entity Primary and Noncontributory Basis

New, Optional

Provides additional insured status for the designated person or entity.

CL7126 (1-18) Amendment in Policy Limit Endorsement

New, Optional

Shows more than one retroactive date when policy limits are increased after inception.

CL7128 (5-20) Tort Liability Endorsement

New, Mandatory

Endorsement confirms that coverage and limits of insurance are available to the extent allowed by immunity laws within the state.

CL7130.1 (10-19) Loss of Salary or Fringe Benefits Endorsement

New, Optional

Provides coverage for damages if the endorsement is added to the policy.

CL7149 (1-18) Health Care Extension

New, Optional

Provides limited professional liability coverage for the designated positions and persons indicated in the endorsement schedule.

CL7153 (1-18) Fungi or Bacteria Exclusion

New, Optional

Exclusion for Fungi or Bacteria, this is a mandatory endorsement when the fungi exclusion is also applied to the General Liability and Umbrella policies.

CL7156 (1-18) Cap on Losses from Certified Acts of Terrorism

New, Optional

Mandatory if the insured does not reject terrorism coverage.

CL7159 (1-18) Exclusion of Certified Acts of Terrorism

New, Optional

Mandatory if the insured rejects terrorism coverage.

CL7161 (1-18) Exclusion of Punitive Damages Related to a Certified Act of Terrorism

New, Optional

Mandatory if the insured does not reject terrorism coverage.

CL7168 (1-18) Exclusion of Terrorism

New, Optional

Mandatory if TRIA is not reauthorized and will replace the Certified Acts of Terrorism exclusion.

CL7173 (10-12) Supplemental Extended Reporting Period Endorsement

New, Optional

Supplemental Extended Reporting Period Endorsement is available, for an additional premium charge.

Mandatory if the Supplemental Extended Reporting Period is selected.

CL7179 (2-15) Linebacker Amendment – Land Use Endorsement

New, Optional

This optional endorsement revises the land use exclusion and property damage definitions to provide coverage for damages related to zoning and permitting duties in a land use regulatory capacity.

CL7181 (1-18) Limited Law Enforcement Extension Endorsement

New, Optional

This optional extension endorsement may be used for telecommunications and technology providers with incidental law enforcement exposure for law enforcement activities performed by others on their behalf or on owned premises.

CL7202 (10-15) Data Compromise and Cyber Liability Exclusion

New, Mandatory

Developed to clarify the intent to not cover data compromise and cyber liability exposures.

CL7210 (1-16) Exclusion – Unmanned Aircraft

New, Mandatory

Developed to clarify the intent to not cover unmanned aircraft exposures.

CL7213 (1-18) Limited Private Entity Errors & Omissions Endorsement for Professionals

New, Optional

For an additional premium the policy may be extended to include excess professional liability coverage for designated employees such as a school nurse or county attorney, of the organization. The extension of coverage applies to wrongful acts only; no coverage applies for bodily injury or personal injury.

CL7214 (1-18) Supplemental Extended Reporting Period Endorsement

New, Optional

Supplemental Extended Reporting Period Endorsement is available, for an additional premium charge. Mandatory if the Supplemental Extended Reporting Period is selected.

CL7215 (1-18) Data Compromise and Cyber Liability Exclusion

New, Mandatory

Developed to clarify the intent to not cover data compromise and cyber liability exposures.

CL7216 (1-18) Exclusion – Unmanned Aircraft

New, Mandatory

Developed to clarify the intent to not cover unmanned aircraft exposures.

CL7217 (1-18) Linebacker Amendment – Land Use Endorsement

New, Optional

This optional endorsement revises the land use exclusion and property damage definitions to provide coverage for damages related to zoning and permitting duties in a land use regulatory capacity.

CL7218 (1-18) Failure to Obtain or Maintain Insurance Endorsement

New, Optional

This endorsement is available to be attached to all Linebacker policies. It deletes the Failure to Obtain or Maintain Insurance exclusion and provides coverage for defense costs up to Linebacker policy limits. There is no coverage for damages.

CL7222 (3-20) Silica or Silica-Related Dust Exclusion

New, Mandatory

Exclusion for silica exposures.

CL7225 (7-20) California Changes – Cancellation and Nonrenewal

New, Mandatory

IL7338 (5-15) Notice of Cancellation Provided By Us – Designated Entity

New, Optional

This endorsement allows us to notify the designated entity of cancellation which may be earlier than the statutory requirement. All state statutory requirements will continue to be followed. There is no premium charge with this endorsement.

IL7447 (5-15) Notice of Cancellation Provided By Us to Person(s) Or Organization(s) With Whom You Have Agreed In A Written Contract Or Agreement

New, Optional

This endorsement gives the underwriters the option of providing notice of cancellation to third party entities on a blanket basis. With this endorsement we will send notices to other parties that require our insured to do so as part of a written contract or agreement. All state regulations and currently filed endorsements concerning cancellation will continue to be followed and attached. This has no impact on coverage, it only addresses notices of cancellation to third parties designated by the insured.

Underwriting Guidelines

Telecommunications firms have a wide variety of operations and they have evolved greatly over the past twenty years and will likely continue to change with the ever-changing technological needs of households. Our eligibility underwriting guidelines are as follows.

Eligibility:

Program eligible accounts will generate most of their revenue from Internet Service Provider or Internet Access Operations. It will also be common for Telephone and Wireless (often listed as Voice) operations to be present. It must be noted that the telephone service market continues to shrink as fewer people have landlines and purchase their phone service from national and international services. While internet and phone operations will contain the bulk of their exposures, the operations listed below are both common and acceptable.

- Security System Installation and Repair (This does not include monitoring)
- Retail stores (selling electronics, cable tv, smart home products)
- VOIP (Voice Over Internet Protocol) Telephone service provided over the internet.
- Computer Sales and Repair
- Web Design
- Web Hosting/Cloud Services
- Cable TV or Streaming Services
- Cable/Conduit Construction

Ineligibility: The following types of operations are ineligible for this program

- Tower Construction/Repair
- Security and Alarm System Monitoring (applies only if done by Insured employees)

**CALIFORNIA
Linebacker
EMC INSURANCE COMPANIES**

DERIVATION OF MINIMUM PREMIUM

		A Total	B Fixed %	C Fixed	D Variable
1	Commission	14.7%	0.0%	0.0%	14.7%
2	Other Acquisition	7.6%	0.0%	0.0%	7.6%
3	General Expenses	5.5%	61.7%	3.4%	2.1%
4	Premium Tax	2.0%	0.0%	0.0%	2.0%
5	Misc. Taxes, Licenses, Fees, Dividends	0.1%	0.0%	0.0%	0.1%
6	Profit	6.8%	0.0%	0.0%	6.8%
7	Total (Sum of 1-6)	36.7%		3.4%	33.3%
8	Expected Loss & LAE Ratio [1.000 - (7)]	63.3%			66.7%
9	Countrywide Average Premium Per Policy (estimated)				\$3,678
10	Fixed Expenses Per Policy			(9) * (3C) = \$3,678 * 3.4%	\$125
11	<i>Selected Minimum Premium</i>				\$125

**CALIFORNIA
Linebacker**

EMC Insurance Companies

Response to Objection 10-29-2021

1. What kind of costs go into the Item #3, General Expenses?
Item #3, General Expense includes such costs as salaries, equipment, rent and travel expenses.
We will revise our selected minimum premium to **\$250** to reflect fixed expenses.

2. How much of the minimum premium is prorated when the insured cancels mid-policy?
The following rule applies:

5. POLICY CANCELLATIONS

A. Pro Rata Cancellation

Compute return premium pro rata and round to the next higher whole dollar when a policy is cancelled:

1. At the Company's request.
2. If the insured no longer has a financial or insurable interest in the business operation that is the subject of insurance.
3. Is rewritten in the same company or company group.

B. Other Calculations

If Rule 5.A. does not apply, compute return premium as follows:

1. Compute return premium at .90 of the pro rata unearned premium and round to the next higher whole dollar.
2. Policies with terms of less than one year: Compute return premium at .90 of the pro rata unearned premium and round to the next higher whole dollar.

C. Retention of Minimum Premium

Retain a minimum premium of \$100 when return premium is calculated under Rule 5.B., except when a policy is cancelled as of the inception date.

CALIFORNIA

Linebacker

Employers Mutual Casualty Company

Response to Objection 1-25-2022

GENERAL QUESTIONS:

1.a.i. Confirm if the company has other similar programs already approved. If yes, please provide the CDI approved filing numbers. What are the main coverage, rating, and eligibility differences between the programs.

We do not have a similar program already approved. This is a new program.

2. Provide a rating algorithm example.

Rule 51 Premium
x Individual Risk Modification Factor
x Experience Modifier
x Prior Acts Multiplier
x Expense Reduction Factor
x Deductible Factor
= Basic Limits Premium
x Increased Limits Factor
= Subtotal
+ Endorsement Premiums
= Total Without Terrorism
+ (Total Without Terrorism x Terrorism Multiplier)
= Total Annual Premium

3.a. Why are you basing your rates off the program in Iowa vs another state? How does this relate to the exposures you expect to have in California?

Our Telecom rates are actually the same countrywide. The D & O exposure of a Telecom risk is very similar across the country therefore it is appropriate to use the same rates in every state.

3.b. Confirm that your California Program is not deviating from your Iowa program.

The California program is the same as the Iowa program.

4. Are the "Agency Manual" and "Non-Agency Manual Pages" considered your complete rate manual?

Yes, the Agency Manual and Non-Agency Manual Pages are our complete manual.

NON-AGENCY MANUAL PAGES:

1. Eligibility: If a supporting GL policy is required, how is this not an endorsement attachment to the GL Policy but a separate New Program filing?

The Linebacker policy is separate from the General Liability policy, but we put that in the rule because the Linebacker is designed to support other lines and was not designed to be used as a monoline Linebacker policy.

2. Waiver of Premium: Per CIC 481.5(b)(1) you cannot waive any premium owned to an insured. Remove this rule.

We have removed rule 4.B, per your request.

3.a. Pro Rate Cancellation: Give an example of the policy being rewritten in the same company or company group.

Note that per CIC 2360.3, “an insurer shall charge each insured the lowest premium for which the insured qualifies. At each policy renewal the insurer shall adjust the Premium charged to the insured, as necessary, to reflect the lowest Premium for which the insured qualifies at the time.” Confirm that similar programs are being cross sold the customers.

A pro rata cancellation is a full refund of any unearned premiums. For example, if an insured pays a premium of \$12,000 for the year in one EMC company, but the policy is cancelled after 6 months on a pro-rata basis, we would return \$6000 to the insured—50% of the policy remaining means 50% of the premium is refunded. The same policy could be rewritten in the same company due to an agent of record change. There would not be an instance where we would rewrite to another company group, as we only have one company for Linebacker. We confirm that similar programs are being cross sold to customers.

4.a.i Provide the Minimum Support Exhibit in excel format.

See the attached ‘Minimum Premium Support’ document.

4.a.ii. The minimum premium appears to contemplate commission, other acquisition, premium tax, miscellaneous taxes, profit, and an expected loss ratio. Please note that these expenses should not be considered when developing a minimum premium since they are not fixed expenses to issue a policy.

50% of our general expenses are considered fixed. These are the only expenses included in our calculation of fixed expenses per policy and therefore in our selected minimum premium. See the attached ‘Minimum Premium Support’ document.

4.a.iii. There is an “Amended Manual Page” submitted on 12/15/21. Does this replace the Non-Agency Manual Pages? If so, please submit a complete Non-Agency Manual Page that reflects all the appropriate rules. The current Non-Agency Manual Page should be greyed out and reflected as “previous version”.

No, the Amended Manual Page submitted on 12/15/21 does not replace the Non-Agency Manual Pages. It was the only page that was amended for the 12/10/21 objection letter, so that was the only page submitted with that response. A complete set of Non-Agency Manual Pages and marked non-agency manual pages, including the revised page from the 12/15/21 objection letter and the revisions requested with the 1/25/22 objection letter, have been attached to the rate/rule schedule.

4.b. Retention of Minimum Premium: since the minimum premium should only be sufficient to cover the insurer’s fixed expenses to issue a policy, and you already have a minimum premium, remove this rule.

Per your request, rule 5.C has been removed.

5.a. Deductible Options: Give an example of how to use the deductible chart factors.

Example:

We have a telecom with 15 employees:

Step 1: Go to Table 51. Based on 15 employees the base deductible is \$1,500 and the rate is \$1,867.

Step 2: If a deductible other than \$1,500 is desired, such as \$2,500, refer to Rule 17.

Step 3: Under Rule 17, find the column with the deductible factor of \$1,500 (which corresponds to the base deductible within Rule 51).

Step 4: Go down the column until you find the deductible option of \$2,500. The deductible factor is .94.

Deductible Options	Deductible Factors					
	\$1,000	\$1,500	\$2,000	\$2,500	\$3,000	\$5,000
\$0-	1.10	1.10	1.15	1.20	1.25	n/a
\$1,000	1.00	1.05	1.10	1.15	1.20	n/a
\$1,500	.97	1.00	1.05	1.10	1.15	n/a
\$2,000	.94	.97	1.00	1.05	1.10	n/a
\$2,500	.92	.94	.97	1.00	1.05	1.20
\$3,000	.90	.92	.94	.97	1.00	1.15
\$5,000	.80	.85	.88	.90	.90	1.00
\$7,500	.70	.75	.80	.80	.80	.90
\$10,000	.60	.65	.70	.70	.70	.80
\$25,000	n/a	n/a	n/a	.50	.50	.70

Step 5: Apply the deductible factor of .94 to the rate of \$1,867 (within Rule 51). With the application of the deductible factor the basic limits premium is \$1,755 ($\$1,867 \times .94$).

5.b. Rule 17 references rule 50, but rule 50 is blank and “reserved for future use”. Explain.

We have corrected rule 17 to reference rule 51 instead of rule 50. We apologize for this oversight on our part. Updated rule 17 is included with the Complete Non-Agency Manual Pages attached to the rate/rule schedule. A marked copy has also been attached to the rate/rule schedule.

6.. Rule 42, form “IL7447”: This form appears to be missing from the forms submitted in SERFF. All forms for your new program must be submitted in SERFF. In your response, outline which forms you are now submitting via SERFF.

We apologize, we should have included forms IL7447 and IL7338 with our submission. These forms have been attached to the form schedule and a revised PriorAppRateAPL has been attached to the supporting documentations tab. The Form Memorandum has also been revised to include these endorsements and a revised copy has been attached to the supporting documentations tab.

IL7338 - This endorsement allows us to notify the designated entity of cancellation which may be earlier than the statutory requirement. All state statutory requirements will continue to be followed. There is no premium charge with this endorsement.

IL7447 - This endorsement gives the underwriters the option of providing notice of cancellation to third party entities on a blanket basis. With this endorsement we will send notices to other parties that require our insured to do so as part of a written contract or agreement. All state regulations and currently filed endorsements concerning cancellation will continue to be followed and attached. This has no impact on coverage, it only addresses notices of cancellation to third parties designated by the insured.

7. Rule 51A: Clarify if the “number of employees” is based on part-time or full-time employees. Would a situation ever arise where I only have 1 part-time employee, which would equate to 0.5 number of employees. Does this mean that your chart would not apply since it starts with 1 employee?

It’s highly unlikely that a Telcom company would be so small that they only have 1 part time employee. At a minimum the owner would also be a manager, board member, officer, etc and count as a full-time employee.

**CALIFORNIA
Linebacker**

EMC Insurance Companies

Response to Objection 1-28-2022

Objection 1 under General Questions

Rating Algorithm Example

Assume a policy including the following:

- * Telecommunication provider with 25 employees (Rule 51.A. Base Rate = \$3,112)
- * Eligible for a 10% credit due to Employment Practices (Rule 13. Individual Risk Modifier table)
- * The policy is effective 7/1/2022 and the retroactive date is 7/1/2019, therefore the Rule 16. Prior Acts Coverage Multiplier to be applied is the Year 4 multiplier (Factor = 0.98)
- * No Expense Reduction Factor
- * Deductible is \$2500 (Rule 17 Deductible Factor = 0.97)
- * Increased Limit of \$250/1,000 (Rule 18 Increased Limit Factor = 1.25)
- * Eligible for a 10% Experience Rating credit (Rule 14) due to a 45% loss ratio with an annual policy premium of:

\$3,112.00	Rule 51.A. Base Rate
0.98	Prior Acts Multiplier
0.97	Deductible Factor
1.25	Increased Limits Factor
<hr/>	
\$3,698.00	Annual Policy Prem used for Experience Rating Table

- * No endorsements with additional premium
- * Includes Terrorism Supplement (Charge = 2% or 0.020)

Base Rate from Rule 51 (25 employees):	\$3,112.00
Rule 13. Individual Risk Modifier credit:	0.90
Rule 14. Experience Rating credit:	0.90
Rule 16. Prior Acts Multiplier:	0.98
Rule 17. Deductible Factor:	0.97
Base Limits Premium:	\$2,396.00
Increased Limits Factor:	1.25
Subtotal:	\$2,995.00
Endorsement Premiums:	\$0.00
Total Premium without Terrorism:	\$2,995.00
Terrorism Premium:	\$60.00
Total Annual Premium:	\$3,055.00

**CALIFORNIA
Linebacker**

EMC Insurance Companies

Response to Objection 1-28-2022

Objection 3.a. under Non-Agency Manual Pages

Minimum Premium: General Expenses

Data for columns (1) & (2) from the I.E.E.

	(1)	(2)	(3)
	Direct Earned Premium	General Expenses	% Gen Expense/ Direct EP
<u>Year</u>	<u>(in 000's)</u>	<u>(in 000's)</u>	<u>(2) / (1)</u>
2017	344,263	18,593	5.4%
2018	361,656	19,415	5.4%
2019	394,212	22,799	5.8%

Average:	5.5%
Selected:	5.5%

We estimate that 50% of our general expenses are fixed: $0.50 \times 5.5\% = 2.8\%$
--

<u>Categories under general expenses:</u> Salaries, equipment, rent, and travel expenses.
--

Objection 5.b.

The table has been revised to remove the ranges.

3. Experience Rating Table

Loss Ratio	Annual Policy Premium					
	\$0 - \$2,500 Modification		\$2,501 - \$5,000 Modification		Over \$5,000 Modification	
	Credit	Debit	Credit	Debit	Credit	Debit
0% – 20%	25%	– 0%	35%	– 0%	40%	– 0%
21% – 30%	20%	– 0%	25%	– 0%	30%	– 0%
31% – 40%	12%	– 0%	20%	– 0%	25%	– 0%
41% – 50%	5%	– 0%	10%	– 0%	20%	– 0%
51% – 60%	– 0%	– 5%	– 5%	– 5%	– 10%	– 10%
61% – 70%	– 0%	– 10%	– 0%	– 15%	– 0%	– 20%
71 & Over	– 0%	– 25%	– 0%	– 35%	– 0%	– 40%

3. Experience Rating Table

Loss Ratio	Annual Policy Premium					
	\$0 - \$2,500 Modification		\$2,501 - \$5,000 Modification		Over \$5,000 Modification	
	Credit	Debit	Credit	Debit	Credit	Debit
0% – 20%	25%	–	35%	–	40%	–
21% – 30%	20%	–	25%	–	30%	–
31% – 40%	12%	–	20%	–	25%	–
41% – 50%	5%	–	10%	–	20%	–
51% – 60%	–	5%	–	5%	–	10%
61% – 70%	–	10%	–	15%	–	20%
71 & Over	–	25%	–	35%	–	40%

Objection 5.e.

We have incorporated within our rule that the IRM (judgmental) rating will not exceed a maximum or minimum of 25%.

13. INDIVIDUAL RISK MODIFIER

The following risk modifications shall be applied to recognize special characteristics not fully reflected in the determination of the basic premium. The total credits or debits under this table may not exceed 25%.

Condition	Debit	Credit
General Characteristics (rural/metro, financials, population change)	10%	10%
Operations (subsidiaries and additional operations)	10%	10%
Employment Practices (existence of or lack of policies, handbook, etc.)	10%	10%
Maximum credit or debit	25%	25%

CALIFORNIA
Linebacker
EMC Insurance Companies

Response to Objection 2-14-2022

1. Minimum Premium

General expenses include the following (as specified in the IEE):

- Advertising
- Boards, Bureaus and associations
- Surveys and underwriting reports
- Audit of assureds' records
- Salaries
- Payroll taxes
- Employee relations and welfare
- Insurance
- Directors' fees
- Travel and travel items
- Rent and rent items
- Equipment
- Cost or depreciation of EDP equipment and software
- Printing and stationery
- Postage, telephone and telegraph, exchange and express

Expenses in the above categories are allocated as appropriate to loss adjustment expense; acquisition, field supervision and collection expense; general expense and investment expense.

2. Prior Acts Coverage

We acknowledge and commit to provide California specific data in the next rate filing to justify the rating multipliers.

3. Terrorism Supplement

- a. The Terrorism Supplement has been updated to include reference to form CL7168.
- b. The terrorism charge is being revised to .008. The .008 factor for Certified Acts of Terrorism was selected based on ISO's Certified Acts of Terrorism filing from ISO filing GL-2002-RPCRU found in circular LI-GL-2003-050 and approved in circular LI-GL-2003-241, CDI Tracking number 03-1235. We filed a simplified version of that rule and selected ISO's "Average Exposure Classes" factor for Program Year 2003 for remainder of state for all territories. EMC's filing was approved on 7/1/2004 in CDI #: 04-1285. The terrorism exposure for the Linebacker is deemed similar to the GL. Therefore, the same terrorism pricing is appropriate.
- c. Terrorism coverage is at the option of the insured to purchase. The Terrorism Supplement has been updated to state this. The Terrorism Supplement has also been updated to indicate that the terrorism forms are optional (required) at the company's determination.
 - i. The forms section of the Terrorism Supplement has been updated explain if the forms are optional or required, and when the company will attach a form.
- d. If the insured decides not to purchase Terrorism coverage, CL7159 is attached. This form is attached to all policies rejecting terrorism coverage. This is stated within the rule. In regards to CL7168, this form was

developed for use if the Act ever goes away (TRIA is not reauthorized) and we need an exclusion that addresses “terrorism” versus “certified acts of terrorism”. If TRIA is not reauthorized, CL7168 would replace CL7159.

4. Expense Reduction Factor

The experience rating plan is being withdrawn from this filing. Rule 14. Experience Rating has been removed from the manual pages.

5. We are not able to remove complete items from the rate/rule schedule in SERFF. The only way to grey it out is to replace it. The name “Amended Manual Pages” has been deleted, and the comment, “Pages removed at CDI request” has been added. The page numbers have been removed, the rate action has been changed to “other” and the document has also been removed. It appears with these changes that items 2 and 3 on the rate/rule schedule are now all combined into item 1.

- a. We confirm that the complete manual is the Agency Manual Page and “Amended Manual Pages (both now listed in item 1.
- b. The manual pages have been revised to include all forms listed in the form schedule. Forms CL7110, CL7116, CL7117, CL7126, CL7222 and CI7225 have been added to rule 41. A amended copy of the manual pages has been attached to the rate/rule schedule.
- c. Yes, the single page document submitted on 8/6/2020 titled “Undg Guidelines” is our complete list of underwriting guidelines.

6. Experience Rating

We would like to withdraw Rule. 14 Experience Rating from our filing.

~~14. EXPERIENCE RATING~~

~~1. Eligibility~~
~~Any risk may be eligible for experience rating.~~

~~2. Rating Procedure~~

~~A. The maximum experience period is three years and the minimum experience period is nine months of the expiring policy term or previous completed policy year.~~

~~B. In computing the loss ratio for experience rating, all claims should be included at the amount paid or in reserve. For the purpose of this rule, annual Linebacker premium is Mature Claims Made Basic Limits premium subject to Claims Made/Prior Acts multiplier, Deductible factor, Policy Type factor and Increased Limits factor. It does not include Individual Risk modifier, Experience modifier, and Expense Reduction factor.~~

~~3. Experience Rating Table~~

Loss Ratio	Annual Policy Premium					
	\$0 - \$2,500		\$2,501 - \$5,000		Over \$5,000	
	Modification		Modification		Modification	
	Credit	Debit	Credit	Debit	Credit	Debit
0% - 20%	25%	- 0%	35%	- 0%	40%	- 0%
21% - 30%	20%	- 0%	25%	- 0%	30%	- 0%
31% - 40%	12%	- 0%	20%	- 0%	25%	- 0%
41% - 50%	5%	- 0%	10%	- 0%	20%	- 0%
51% - 60%	0%	- 5%	5%	- 5%	10%	- 10%
61% - 70%	0%	- 10%	0%	- 15%	0%	- 20%
71 & Over	0%	- 25%	0%	- 35%	0%	- 40%

This rule has been withdrawn from the manual pages. Please see the revised amended manual pages attached to the rate/rule schedule.

**EMC INSURANCE COMPANIES
GENERAL EXPENSES**

General Expense Data from the I.E.E., page 3

<u>Expense Category</u>	2020 IEE General Expenses <u>(000's)</u>	Fixed General Expenses <u>(000's)</u>
Advertising	0	
Boards, bureaus and associations	8,717	
Surveys and underwriting reports	3,856	3,856
Audit of assureds' records	2,045	2,045
Salaries	47,509	47,509
Payroll taxes	3,442	
Employee relations and welfare	5,479	
Insurance	927	
Directors' fees	323	
Travel and travel items	1,014	
Rent and rent items	3,547	
Equipment	753	753
Cost or depreciation of EDP equipment and software	10,191	
Printing and stationery	355	355
Postage, telephone and telegraph, exchange and express	1,931	1,931
Legal and auditing	1,385	
	91,474	56,449

Portion of general expenses considered fixed:
(per specifications in objection 2/28/2022)

61.7%

As shown in previous minimum premium documentation, we assumed 50% of general expenses to be fixed.

Because the fixed expenses are actually 61.7% of total general expenses, we will revise our minimum premium to be:

$$5.5\% \times 0.617 \times \$3,678 = \mathbf{\$125}$$

See "Min Prem Support" attached.

**CALIFORNIA
EMC INSURANCE COMPANIES**

LINEBACKER

Objection 3-2-2022

1. Minimum Premium – Why has the minimum premium gone up from \$103 to \$125 if you have removed the highlighted items from the prior objection letter. It would seem that the 2.8% fixed costs should go down, but it has increased to 3.4%.

Our total general expense load is 5.5%. We originally estimated the fixed expense portion of our general expenses as 50% of total general expenses, resulting in our estimate of $5.5\% \times 0.50 = 2.8\%$ of fixed general expense. The estimate of fixed general expense increased to 3.4% because looking at data from our EMC 2020 Insurance Expense Exhibit and excluding those expenses that are not considered fixed (the highlighted items from the prior objection), resulted in 61.7% of our general expenses as fixed. This is higher than our original estimate of 50%.

As shown at the bottom of my prior objection response, I multiplied the 5.5% of total general expense times the portion considered fixed, which is 61.7% (a change from our original estimate of 50%), to get the fixed general expense of 3.4%. Then I multiplied this new fixed general expense times the Countrywide Average Premium Per Policy of \$3,678.

$$(5.5\% \times 0.617) \times \$3,678 = \$125$$

OR $3.4\% \times \$3,678 = \125

2. Provide a copy of your rating methodology/algorithm. Note, this may need to be revised depending on how the minimum premium is displayed within the methodology.

Please see attached Excel exhibit 'Obj 2 Response – Rating Example'. This example was sent previously in response to your objection dated 1/28/2022 adjusted due to our withdrawal of 'Rule 14. Experience Rating' and adding a line for Minimum Premium.

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

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)
02/22/2022		Rate	Amended Manual Pages	03/02/2022	AMD_Manual Pages_rev.pdf (Superceded)
02/03/2022		Rate	Amended Manual Pages	02/22/2022	COMP_Manual_rev.pdf (Superceded) Mark_XPG_remove rules 3.B & 15.pdf (Superceded)
02/03/2022		Supporting Document	Minimum Premium Support	03/02/2022	Min Prem Support.pdf (Superceded) Min Prem Support.xlsx (Superceded)
01/28/2022		Supporting Document	Minimum Premium Support	02/03/2022	CA LB Min Prem Support.pdf (Superceded) Minimum Premium Support.xlsx (Superceded)
01/28/2022		Rate	Amended Manual Pages	02/03/2022	COMP_Manual_rev.pdf (Superceded) Mark_Manual Pages.pdf (Superceded)
12/15/2021		Rate	Amended Manual Page	01/28/2022	AMD_Manual Page.pdf (Superceded) Mark_Manual Page.pdf (Superceded)
12/15/2021		Supporting Document	Minimum Premium Support	01/28/2022	CA LB Min Prem Support.pdf
11/04/2021		Rate	Non-Agency Manual Pages	02/18/2022	AMD_XPG.pdf (Superceded)
11/04/2021		Supporting Document	Minimum Premium Support	12/15/2021	CA LB Min Prem Support.pdf (Superceded)
10/18/2021		Supporting Document	Minimum Premium Support	11/04/2021	CA LB Min Prem Support.pdf (Superceded)

State: California

Filing Company:

Employers Mutual Casualty Company

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations

Product Name: Linebacker

Project Name/Number: /LB-Telecom, Private-20

Creation Date	Schedule Item Status	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
10/06/2021		Supporting Document	New Prior Approval Rate Application	01/28/2022	Exhibit 16.pdf Exhibit 18.pdf PriorAppRateAPL_Ed01-06-2020_revised.pdf (Superceded) PriorAppRateAPL_Ed01-06-2020_revised.xlsm (Superceded) PriorAppRateTI_Ed07-22-2020A_rev.pdf PriorAppRateTI_Ed07-22-2020A_rev.xlsm
09/29/2021		Supporting Document	New Prior Approval Rate Application	10/06/2021	Exhibit 16.pdf Exhibit 18.pdf PriorAppRateAPL_Ed01-06-2020_revised.pdf PriorAppRateAPL_Ed01-06-2020_revised.xlsm PriorAppRateTI_Ed07-22-2020A_corr.pdf (Superceded) PriorAppRateTI_Ed07-22-2020A_corr.xlsm (Superceded)
09/03/2020		Supporting Document	New Prior Approval Rate Application	09/29/2021	Exhibit 16.pdf Exhibit 18.pdf PriorAppRateAPL_Ed01-06-2020_revised.pdf PriorAppRateAPL_Ed01-06-2020_revised.xlsm PriorAppRateTI_Ed07-22-2020A_revised.pdf (Superceded) PriorAppRateTI_Ed07-22-2020A_revised.xlsm (Superceded)
09/03/2020		Supporting Document	New Prior Approval Rate Application	09/03/2020	PriorAppRateAPL_Ed01-06-2020.pdf (Superceded) PriorAppRateAPL_Ed01-06-2020.xlsm (Superceded) Exhibit 16.pdf Exhibit 18.pdf AMD_PriorAppRateTI_Ed07-22-2020A.pdf (Superceded) AMD_PriorAppRateTI_Ed07-22-2020A.xlsm (Superceded)

State: California **Filing Company:** Employers Mutual Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Linebacker
Project Name/Number: /LB-Telecom, Private-20

Creation Date	Schedule Item Status	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
08/28/2020		Supporting Document	New Prior Approval Rate Application	09/03/2020	PriorAppRateAPL_Ed01-06-2020.pdf PriorAppRateAPL_Ed01-06-2020.xlsm Exhibit 16.pdf Exhibit 18.pdf PriorAppRateTI_Ed07-22-2020A.pdf (Superceded) PriorAppRateTI_Ed07-22-2020A.xlsm (Superceded)
08/28/2020		Rate	Non-Agency Manual Pages	11/04/2021	SUBM_XPG.pdf (Superceded)
08/05/2020		Supporting Document	Form Memorandum	01/28/2022	FORM_Memorandum.pdf (Superceded)
08/04/2020		Rate	Non-Agency Manual Pages	08/28/2020	SUBM_XPG.pdf (Superceded)
08/04/2020		Supporting Document	New Prior Approval Rate Application	08/28/2020	PriorAppRateAPL_Ed01-06-2020.pdf PriorAppRateAPL_Ed01-06-2020.xlsm Exhibit 16.pdf Exhibit 18.pdf