December 2009

The Betterley Report

Employment Practices Liability Insurance Market Survey 2009: Soft Market Continues—Will It Ever End?

By: Richard S. Betterley, CMC
President
Betterley Risk Consultants, Inc.

We are pleased to introduce *The Betterley Report Blog on Specialty Insurance Products*, an additional source of valuable information on specialty insurance products. The Blog is designed to be our platform for concise coverage of new products and revisions of existing products that we cover in our annual Reports. As new carriers enter the market or existing insurers update their products, we will use the blog to provide basic information, and perhaps an observation or two.

You can see our new blog *The Betterley Report on Specialty Insurance Products* at www.betterley.com/blog

Editor's Note: In this issue of The Betterley Report, *we present our annual review and evaluation of the changing Employment Practices Liability market. In this review, we not only identify the carriers and the differences in their offerings, we also evaluate the state of the market—how healthy the line is, whether it is growing, and what the claims experience is. In particular, we focused on capacity, as well as rate and retention trend.*

Although other carriers offer EPLI in some form (particularly as a part of a D&O or Management Liability policy), this issue reviews the thirty carrier products that form the core of this market. In 2008, we only covered twenty-five, but have added more sector-specific products to this year's analysis.

We have included two new carriers in our survey, adding ACE USA, which used to appear under the 5Star/BISYS Specialty listing, and CoverX/First Mercury, which is a market that we are adding to our coverage for EPLI and several other lines. You will also see that C.V. Starr now offers coverage on its own paper now, having previously used Allied World (AWAC).

Although AWAC does not appear in this EPLI Market Survey, we understand they will be offering a new product in the first quarter of 2010, and will be sure to comment on it in our blog.

Note also that Rockwood, the Managing General Underwriter for AVEMCO, is no longer listed. AVEMCO is a subsidiary of HCC Holdings (Houston Casualty), and they have moved management of this product in-house.

And, AIG, is in the process of rebranding its insurance operations under the Chartis name, so you will find the Lexington product listed as Chartis Lexington, and the AIG Executive Liability products under Chartis Executive Liability.

Readers may also wish to read our Private Company Management Liability Market Survey (August 2009), which reviews so-called Management Liability products that can, and usually do, include EPLI.

While each insurance carrier was contacted in order to obtain this information, we have tested their responses against our own experience and knowledge. Where they conflict, we have reviewed the inconsistencies with the carriers. However, the evaluation and conclusions are our own.

NEXT ISSUE

February 2010

Technology Errors & Omissions Market Survey

Table of Contents

In most cases, we examined actual policy forms and endorsements provided by the carrier. Rather than reproduce their exact policy wording (which can be voluminous), in many cases, we have paraphrased their wording, in the interest of space and simplicity. Of course, the insurance policies govern the coverage provided, and the carriers are not responsible for our interpretation of their policies or survey responses.

In the use of this material, the reader should understand that the information applies to the standard products of the carriers, and that special arrangements of coverage, cost, and other variables may be available on a negotiated basis. Professional counsel should be sought before any action or decision is made in the use of this information.

For updated information on this and other Betterley Report Surveys *of specialty insurance products, please see our new blog* The Betterley Report *on Specialty Insurance Products at www.betterley.com.*

INTRODUCTION

We have been closely following the EPLI market since 1991. In the beginning, there were five carriers active in this market; now, there are perhaps 50 to 55 carriers active in the market. While there are other carriers offering EPLI, we believe they represent a trivial portion of the market. In particular, add-on coverage to package products appears to be limited to smaller employers, as carriers recognize the importance of underwriting and claims expertise vital to EPLI success.

For our survey, we focus on the most prominent carriers writing the most business, or those that offer some unique product or service. While this omits some carriers, we believe that it makes the information more readable.

To be certain we were covering the key carriers, we have reviewed the list with some of the most prominent observers of the EPLI market, who have confirmed we did not omit any significant carriers. Those carriers may disagree.

Some notes on the tables: in the *Exclusions* tables, the entry "no" means that the exclusion is not present in the policy. Of course, if coverage is not present (because it is not included in a definition or insuring agreement), then the absence of an exclusion does not necessarily mean coverage exists.

Reacting to the late 2001 market tightening, product innovation began to slacken in 2001 as the carriers concentrated on profitability. This concentration continued through 2003. We think this focus on profitability was healthy for both carriers (of course) and insureds (since only a healthy market can protect employers against the financial consequences of EPL suits). A change in the market occurred in 2004, as rate reductions were being applied selectively. Reductions were even more common 2005 through 2008. Despite predictions that 2009 would see rate stabilization or even moderate increases, we still saw a continued trend to lower rates.

Industry leaders and observers have been predicting a moderate increase in rates for some time now, but those increases are generally failing to materialize. The commercial property and casualty insurance industry has seen an absence of catastrophes, some decline in demand (recession driven exposure-base contraction), and continuing overcapitalization. Combined, this has been a significant impediment to a firming of the general market.

The saga of AIG continues to preoccupy the market, with staff changes, alleged price sharpening to retain business, and the overhanging influence of Washington. AIG, now Chartis, continues to be a serious force in the market, apparently retaining most of its book of business. Whether Chartis is underpricing its renewals to retain business, as has been alleged by some carriers, or they are simply acting like any other rational insurer (refusing to lose good customers because of price), is unknown to us. We do know—or at least surmise—that the threat of retention pricing in and of itself helps keep the market soft.

In our 2008 survey we wrote: "And yet—the onset of a seemingly severe recession and widespread decline in the workforce's net worth may lead to a higher level of claims, which are typical of a recession. Employees pessimistic about their chances for continued or alternate employment may be inclined to sue for perceived employment practices violations. If carriers are concerned about deterioration in loss experience, which so far has been fairly favorable, there may be a push toward higher rates and/or deductibles." So far, there is no sign that the recession's likely impact on claims is leading to a firming of rates. Of course, insurers won't see the real impact of those claims for a year or so, as they take time to work themselves through the system.

What we are seeing now is the reduced premiums written by many carriers, attributable to smaller exposure bases. This is one of the troubling aspects of EPLI—in a line whose premium is to a great extent based on the number of employees of the insureds, premiums can be declining at the same time that claims exposure is increasing. Carriers that are not on top of this can get ugly results fast.

Unfortunately, we still do not know at this time which direction the market will turn, if it turns at all. Carriers would like rates to rise, but we believe that they don't have enough control over pricing to force rates higher. There are too many other carriers willing to take their insureds away by holding rates flat or even offering small reductions. As shown in the following discussion of rate direction there are a few carriers that are planning on rate reductions in 2010, and five that are planning on moderate (up to ten percent) rate increases.

Tempering this observation is that three of these same carriers, when asked about their competitors' rate plans, responded that they expected to be competing with rate reductions of as much as ten percent. We would expect carriers to meet such rate reductions with comparable discounts when they threaten renewals.

So, from the insured's standpoint, it's still a good time to be renewing—if they are a good risk. Troubled risks are not going to find renewals as easy.

NEW AND INTERESTING

Long time fixture in the EPLI field, Dick Rupp, has retired from Houston Casualty; Dick was one of the pioneers of the EPLI product in California during the 1980s. A valuable contributor as a source of guidance in the early days of EPLI, he was also an excellent speaker at EPLI conferences, especially on the smaller employer market segment. We hope he enjoys a well-earned retirement, he will be missed.

Responding to the recession, Chartis Lexington has added new Reduction in Force tools to help its insureds avoid the traps of laying off fellow workers.

Cincinnati is offering lower policy limits options of $100,000 and $50,000—perhaps responding to the need for insureds to cut expense. We wonder if this will appeal mostly to existing insureds that don't want to drop their coverage, but that need to reduce premiums.

Houston Casualty now offers a special Immigration Defense Coverage at no additional cost to qualified insureds, subject to a sublimit. We have seen indications that this sublimit is $25,000.

Professional Underwriter's Agency, a small but persistent Managing General Underwriter for Lloyd's in EPLI, is offering an optional Privacy Violation coverage at no additional premium for certain insureds. This coverage responds to concerns over privacy breach, and represents an interesting expansion of EPLI policies to address a major concern of employers these days—the cost ramifications of a breach of private employee records.

And, U.S. Risk Underwriters, also an MGU for Lloyd's, is sharpening its pricing pencil for the very smallest (below 26) employee insureds.

STATE OF THE MARKET—RATES AND RETENTIONS

It is very hard to say with any degree of certainty what EPL insurance rates will do in 2010; rates ought to go up (based on risk from the recession and inflation in claims expenses), although that seems unlikely. There is too much competition in this line, and insureds (and their agents and brokers) are too concerned with price for rates to firm in any meaningful way

We surveyed our participating carriers about their rate expectations, both for themselves and for the market in general; here are some representative responses.

From carriers that offer coverage to almost the entire market spectrum:

- One expected that both its rates and the market in general will be flat
- Another forecast its rates down five percent, market in general ten percent
- In contrast, another sees its rates climbing ten percent, with the general market lagging at only five percent

From carriers servicing the small to midsized employer:

- One sees its rates headed down fifteen percent, while general market rates will be down ten percent
- Another sees rates flat
- Yet another sees the market as flat, though its own rates will rise five to ten percent
- Another reports its own rates up five to ten percent with the market essentially flat

Clearly, thought is being given to rate changes, but no obvious consensus as to whether that is actually going to happen, or is even possible in this environment.

STATE OF THE MARKET—VOLUME

The volume of business (gross written premium) seems stuck at about $1.6 billion. A combination of soft rates and declining exposure bases is making premium growth awfully difficult. There is good news, though, that new insureds are helping to make up for the decline in average premiums collected per insured. Most of this must be coming from the smaller insureds, which is a pleasant surprise in this challenging market.

STATE OF THE MARKET—CLAIMS

We continue to focus our EPLI Market Survey on products, not claims, but we keep our ear to the ground on claims as they affect coverage, pricing, and availability.

The frequency of claims continues to be costly for underwriters. Insureds have more covered claims than expected, combined with increasing defense costs. This has increasingly been met by some carriers with mandatory higher deductibles.

There are two problem areas of claims: Mass claims and Wage and Hour claims.

Mass (also called multiple plaintiff) claims, where brand name companies are targeted by multiple plaintiffs, who threaten coercive action unless the defendant settles quickly, are a big problem for carriers writing large companies. Carriers have seen some very large settlements for claims that employers would not fight, fearing reputational costs more than the costs to settle. These claims have made it difficult for brand name companies to buy EPLI coverage at the costs they would like.

Carriers that have a lot of experience with these types of claims use a variety of tools.

Some report mandatory deductibles of $1 million plus, and coinsurance of 10 percent to 25 percent, for such insureds. Other carriers include policy language that applies the deductible to each claim, rather than a single deductible for the group of claims. The leading carriers are very firm in requiring large retentions for Mass claims.

Carriers focusing on smaller to midsized employers have not seen Mass claims as a problem (since most of their insureds are not as vulnerable to the pressure of such claims), and generally have not applied any special restrictions. However they are encountering more than expected Wage and Hour claims. These are brought by employees alleging that they were not paid for all of the hours they worked, or that they were not paid the correct wage. This can add up to a very expensive claim, when multiplied by all of the affected employees.

TARGET MARKETS

Carriers continue to be interested in most types of insureds, with the significant exceptions of employee leasing and temporary staffing, educational, religious, and public entities (which have specialty markets available). Law firms and entertainment industries are also often cited as not desirable.

Also seen in the list of undesirable employers are extended-care (nursing home) facilities, real estate/property management companies, auto dealers, and technology companies. Technology companies can be shunned purely on the basis of the failure rate of many employers in that industry, but there are still many carriers that welcome these as insureds.

Few carriers avoid specific states, unless they have not yet been approved to write business in a particular state. California is often cited as a challenge (carriers requiring larger deductibles, for example), but it is such a large market, it can't easily be ignored.

Carriers also identify states in which their product may not be available due to regulatory restrictions, but since these can change, it is better to inquire of the carrier before rejecting it as a possible market.

LIMITS, DEDUCTIBLES AND COINSURANCE

The limits of coverage available have not changed since last year; carriers seem to have bitten the limits reduction bullet in 2002, and are satisfied that they have reduced their catastrophe exposure to a manageable level, using lower limits and through reinsurance.

Deductibles seem steady, except for the retentions required of the largest employers, who are probably better off self-assuming all but the catastrophe claims anyway. Smaller and midsized employers continue to be able to obtain reasonable retentions (or deductibles) at reasonable premiums.

Please also see our discussion about Mass claims in the *Claims* section (above).

SAMPLE PRICING

We asked carriers to price out several sample applicants, using the following assumptions:

- 5,000 employees, $10 million limit, $100,000 deductible
- 500 employees, $5 million limit, $25,000 deductible
- 250 employees, $1 million limit, $25,000 deductible
- 100 employees, $1 million limit, $10,000 deductible
- 50 employees, $1 million limit, $2,500 deductible

We asked them to assume a "typical" insured, "typical" state, and no particular underwriting issues (problems). Prior Acts coverage was to be included.

The results are shown in the *Typical Premiums* table attached.

Nine carriers provided this information; others expressed reservations about their ability to sample price, since too many factors enter into the pricing equation. Good point, but we find employers and their risk management advisors are hungry for information about price ranges, and offer it here.

Please be cautious in using this information. Although it is a guide to the price competitiveness of a carrier, it is easy to be competitive when quoting a theoretical applicant. Also, individual carriers may be more or less competitive in a particular state or industry. Use the table as a guide to typical pricing, not a reason to reject a carrier as too expensive.

TYPICAL LIMITS

As an indication of the maturity of this market, we are more often asked about the typical limits purchased by insureds, and less often about which types of employers buy coverage. Twenty-three carriers provided useful information about the typical, high, and lower limits purchased by the insureds.

Since limits often equate to the size of the insured, we specified employers ranging from 50 to 25,000 employees. The results are summarized in the attached table *Typical Limits.* The answers are merely an indication of the limits insureds select, and should not be used as an indication of sufficient limits.

To us, it is continuing evidence that many employers do not buy enough limits, content to have insurance, even if it is inadequate.

SPECIAL COVERAGES

Several special coverages are becoming more necessary, but the biggest news continues to be in the coverage for Wage and Hour claims. Lawsuits alleging improper payment of overtime wages have been very much in the news for the past several years. Employees classified as exempt and therefore not owed over-time have been able to bring (sometimes) successful claims that they are, in fact, owed overtime. Prominent class-action lawsuits have created huge legal bills for the targeted employers.

It is not always clear whether, or not, Wage and Hour claims are covered in a typical EPLI policy, and in many cases, our participating carriers are reluctant to provide definitive information. Generally, it seems that a Wage and Hour claim involving other covered allegations will at least get the insured a defense.

Because of this uncertainty, we ask carriers for definitive information about their coverage (or lack thereof); their responses are in our *Special Coverages and Cost* table.

Interestingly, a number of carriers have brought out definitive coverage, including several that did not offer it last year. This coverage can be for Defense Only, or Defense and Settlement, both sometimes subject to sublimits. There are only two carriers indicating that they offer Defense and Settlement coverage—AVEMCO and Evanston (which has an unknown sublimit).

Carriers that offer a Defense Only coverage, all with sublimits (unless noted), include the list below; those in bold added coverage this year:

- Ace USA (unknown sublimit)
- Chubb Specialty for private Forefront insureds with fewer than 500 employees; not available in California (unknown sublimit)
- **Cincinnati** ($100,000 sublimit)
- **CNA** for private employers only ($100,000 sublimit)
- **CoverX** (First Mercury) ($100,000 sublimit)
- C.V. Starr (unknown sublimit)
- 5Star (Lloyd's) ($150 to 500,000 sublimit)
- Great American (unknown sublimit)
- Houston Casualty (unknown sublimit)
- Monitor (Admiral or Carolina Casualty) (negotiable sublimit)
- NAS (Lloyd's) ($150,000 sublimit)
- Navigators ($100,000 sublimit)
- PLIS (Lloyd's) (unknown limit)
- Professional Underwriters Agency (Lloyd's)
- Progressive (unknown limit)
- Travelers' Private and Nonprofit product (unknown sublimit)
- U.S. Risk Underwriters (Lloyd's) (unknown limit)

Coverage for either Punitive Damages or Intentional Acts can be prohibited by states, either by regulation or on the theory that such coverage is contrary to public policy (or both!). Almost every carrier offers separate coverage to fill in such potential gaps in coverage, either via Most Favorable Venue wording, or with an offshore wraparound in a jurisdiction such as Bermuda that does not frown upon such coverage.

Several carriers are reluctant to disclose that they offer such coverage, fearing that regulators might attack their offshore solutions. We understand that there are 16 states that prohibit or restrict coverage for either Punitive Damages and/or Intentional Acts, including New York, Ohio, Florida, and California. Such additional coverage is vital in those states.

Coverage for suits brought by third parties, such as customers, continues to draw attention. Although early coverage forms applied to discrimination only, more now apply to both discrimination and harassment. All carriers are offering Third-party coverage in 2009, except lone holdout Cincinnati, which prefers to put it into their umbrella products.

Finally, we asked about workplace violence coverage. As in 2008, few carriers offer it (Chubb, Hartford, and PLIS by optional endorsement), thinking that it may be more of a Property/Extra-expense coverage, far removed from EPL.

WHO IS AN INSURED AND DEFINITION OF CLAIM

As with definitions of coverage, this area has also shown a real convergence of approach, with less coverage distinction between carriers. For example, all carriers cover employees, although some specifically include seasonal or temporary employees in their definition. This raises a question: if a carrier covers employees, without limitation, does it need to specifically include seasonal or temporary employees? We think specific language is preferable.

Leased and contract employees may need coverage; a number of carriers extend coverage to these individuals if they are indemnifiable like employees.

One area in which carriers differ is newly acquired organizations, subsidiaries is another. Generally, we find less distinction between carriers than before.

What constitutes a claim, for the purposes of triggering coverage, is important. Carriers are generally similar in approach, including written demands, administrative processes, and arbitration. Oral demands are covered by some.

Definition of Coverage

The definition of coverage remains vitally important to the quality of the policy, but it is getting increasingly difficult to distinguish between carriers. The key sources of claims are covered well, and it is only by subjecting the policy wording to microscopic analysis that we can distinguish differences.

Most policies now contain all-inclusive wording that eliminates the need to enumerate perils. Carriers now frequently broaden their coverage by including language such as "and other protected classes." This is a benefit for the insured, and makes the need to compare lists of perils less important.

Instead, the nuances of wording become more critical, and there are substantial differences between policies.

In general, we would encourage carriers to reduce the number of words and definitions they use, and use more all-inclusive (all-risk) wording. In the definitions of coverage, we are seeing more "all-risk" wording, and view this as better for both the carrier and the insured.

In analyzing coverage for this article, we struggle with how best to present our findings. On the one hand, we would like to list the covered items, and then identify whether, or not, all-inclusive wording is included (this is the approach used this year). Both carriers and readers seem to like a list of covered items.

On the other hand, if all-inclusive wording is becoming prevalent, then listing items just takes up space.

Claims Reporting and Extended Reporting Period

When a claim has to be reported is an important distinction between policy forms. Most carriers require the Named Insured to report "as soon as practicable," which seems reasonable. In practice, unless the insured has delayed reporting so long (and irresponsibly) as to compromise the defense of the claim, there is little practical difference between carriers.

An important distinction between carriers involves the interpretation of when an event is actually a claim under the policy. Is a comment by an employee that he or she is dissatisfied with their treatment a claim under the policy? Many carriers treat the notice of an event that is likely to become a claim as an actual claim under the policy, which can be important for insureds that are changing carriers or dropping coverage.

Extended Reporting Period (ERP) protection is an under-appreciated feature of EPLI policies, one that will take on a growing importance if carriers lose interest in the market. We note that many carriers have shortened up the length of ERP they are offering.

All carriers offer an ERP, but length and cost differ. The shortest minimum period in our survey was six months. A variety of carriers offered at least one year, with three or more years available from eleven. Several carriers report that the ERP is negotiable in term and cost, which is dangerous for the insured. Make sure that this negotiation takes place before the carrier loses interest in your EPLI business.

A long ERP could be enormously valuable should the EPLI carrier decide it did not want to continue offering this line of coverage.

Selection of Counsel

We have been vocal in our criticism of carriers that do not allow the insured a voice in the selection of counsel. We believe that the relationship between counsel and client is a precious one, as trusting as the bond between doctor and patient.

At the same time, we agree with the concern of carriers that unqualified legal representation cannot be allowed, and that control over fees is necessary in a line like EPLI. Indeed, one carrier has told us that the primary reason they are reluctant to enter the smaller employer market is their belief that such employers often use improper counsel, and take employment actions without legal advice.

Therefore, we are pleased to report that, while most carriers continue to control the selection of counsel, almost all are very flexible in allowing the insured to select or approve counsel. If the insured requests specific counsel approval at the right time (during proposal negotiations), the carrier is likely to approve the insured's choice.

A few carriers offer the insured a choice of an indemnity policy, which allows the insured full control over selection of counsel. While some dispute our attraction to indemnity policies (since an uncovered allegation may not be defended by an indemnity policy), we still think control over counsel is of enough value to make indemnity policies worth consideration.

Note that the carriers that are primarily interested in larger employers are more likely to give selection of counsel to the insured; carriers that specialize in smaller insureds are less likely to be able to invest the time necessary to approve special counsel requests, since they are charging correspondingly less premium. However, in our experience, carriers are generally willing to allow the use of the insured's choice of counsel, as long as they are clearly qualified. For the insured that asks, even the smaller carriers are willing to allow selection by the insured.

Consent to Settle

Carriers are still reluctant to allow insureds much control over settlement, understandably, since EPL suits often involve a good deal of emotion. Both employer and employee are often willing to continue their fight in court long after it makes economic sense to settle. Carriers are reluctant to fund such battles, of course.

The so-called Hammer Clause allows a carrier to limit its claim payment to no more than the amount it could have settled for plus defense costs. This protects the carrier against a "litigate at any cost" insured, while protecting the employer against a "settle it, who cares about the precedent" carrier.

The Hammer Clause causes both insured and insurer some unhappiness; so "soft" hammer clauses exist, which share the cost above the claim between the carrier and the insured. Originally offered by Royal, it is now a feature of many carrier's products. Please see our table *Claims Reporting* for specifics. Liberty has offered the most generous softening, as they will pay 90 percent of the additional settlement cost.

Most carriers will not force an insured to settle, but are free from any additional cost (settlement or defense) obligations. A few policies continue to allow the carrier to settle without the insured's consent, which is very dangerous to the employer. In practice, if the insured has a good reason to continue the defense, carriers will not enforce their hammer clause.

Prior Acts Coverage

Prior Acts coverage is a very valuable protection that used to be difficult to obtain. Underwriters were once reluctant to insure the prior activities of an employer, anticipating that only those organizations that needed coverage would buy Prior Acts protection.

This ignored the reality that the EPLI exposure is one that confronted all employers, and that even the best managed risks still needed coverage. Just because an insured wanted Prior Acts coverage, doesn't mean it was a higher-than-average risk.

As carriers competed for business, they were forced to offer Prior Acts protection, because of course EPLI is written on a claims-made basis. As they became more comfortable with the risk of a prior act, it became easier to offer the coverage even to new insureds. In fact, for many carriers, there is no additional cost for Prior Acts coverage.

So, we now see most carriers including Prior Acts in their standard coverage, with the option of limiting the exposure via Retroactive Dates. Even those that do not include it in their standard form can include it by endorsement.

Territory

Coverage for events that take place outside of the U.S., Canada, or related territories is becoming important for more insureds than ever. All policies reviewed offer worldwide coverage for suits brought in the U.S. or Canada and territories. Most carriers also offer the option of true worldwide coverage (suits brought anywhere). The exceptions are Evanston and U.S. Risk.

Risk Management Services

Our table *Risk Management Services* identifies the types of value-added services offered by EPLI carriers. These services are particularly appropriate for EPLI, offering the same type of benefit to the insured that, for example, loss control engineering does for Property insurance.

Innovation in value-added services is negligible, but could be a primary source of product innovation in the EPLI business, and one in which numerous vendors, including law firms, are competing for business. Like loss control engineering, it presents the opportunity for carriers and insureds to benefit jointly. We hope that value-added services do not take a back seat as product innovation slows and an emphasis on expense control continues.

Summary

The EPL insurance market continues to be strong, with numerous carriers, differing forms, and eventual prospects for growth in the small employer segment. Claims and pricing adequacy are a continuing problem (not an unusual situation in the Commercial Insurance field), but at least the customer is buying. Some insureds are undoubtedly reducing limits and/or raising deductibles as they struggle with reducing their costs. Unfortunately, some are also dropping coverage completely, which we would view as a big mistake for a struggling employer.

Last year we thought there were at least decent prospects for a firming of rates; there seems to be little reason to anticipate this happening in 2010.

The Betterley Report is a series of six comprehensive Reports published annually. Each Report exhaustively reviews a single hot insurance product, covering topics such as:

- The leading carriers and complete contact information
- Target and prohibited markets
- Capacity, deductibles and commission ranges
- Sample premiums (where available)
- Critical coverage and claims differences
- Risk Management services

Most *Betterley Reports* are produced annually, and range from 25 to 75 pages in length. Current analyses include:

- Cyber Risk Policies
- Technology Risk Insurance
- Employment Practices Liability Insurance (EPLI)
- Private Company Management Liability
- Side A D & O
- Intellectual Property (First- and Third-party, as well as offense coverage)—*biennial*
- Pollution Liability—*biennial*

The Betterley Reports are a huge timesaver for busy Risk Management professionals who need to be up-to-date on insurance products for their clients. Need to identify and evaluate the coverage, capacity and contacts for your clients? We've done all the work for you!

Subscribe now and, for only $199.00 U.S., you will receive a full year of upcoming *Betterley Reports* plus access to our exclusive archive of reports dating back to 1999!

Only want single issues? Only $50.00 U.S. each; you will be able to select, view, and print the back issue of your choice.

Need the best analysis of leading-edge insurance products? Subscribe to *The Betterley Report*, your best source of objective advice on innovative insurance products.

To order, go to: http://www.betterley.com/ordering_information.html

Betterley Risk Consultants, Inc.
Thirteen Loring Way • Sterling, Massachusetts 01564-2465
Phone (978) 422-3366 • Fax (978) 422-3365
Toll Free (877) 422-3366
E-mail rbetterley@betterley.com

The editor has attempted to ensure that the information in each issue is accurate. Opinions on insurance, financial, legal and regulatory matters are those of the editor and others; professional counsel should be consulted before any action or decision based on this matter is taken. Note: all product names referred to herein are the trademarks of their respective owners.

The Betterley Report is published six times yearly by Betterley Risk Consultants, Inc. This material is copyrighted, with all rights reserved. Additional copies are available.

For additional information or to order a subscription go to: www.betterley.com

ISSN 1089-0513

© 2009 Betterley Risk Consultants, Inc. All rights reserved.