

SERFF Tracking Number: PERR-125279256 State: Arkansas
Filing Company: Liberty Insurance Underwriters, Inc. State Tracking Number: AR-PC-07-026335
Company Tracking Number: LIU-DO-ML-AR-07-01-F
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1006 Directors & Officers Liability
Product Name: LIU-DO-ML-AR-07-01-F
Project Name/Number: LIU-DO-ML-AR-07-01-F/LIU-DO-ML-AR-07-01-F

Filing at a Glance

Company: Liberty Insurance Underwriters, Inc.

Product Name: LIU-DO-ML-AR-07-01-F SERFF Tr Num: PERR-125279256 State: Arkansas
TOI: 17.1 Other Liability - Claims Made Only SERFF Status: Closed State Tr Num: AR-PC-07-026335
Sub-TOI: 17.1006 Directors & Officers Liability Co Tr Num: LIU-DO-ML-AR-07-01-F State Status:

Filing Type: Form

F
Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
Authors: Olga E. Burciaga, Thomas Yoo Disposition Date: 11/06/2007
Date Submitted: 10/04/2007 Disposition Status: Approved

Effective Date Requested (New): 11/05/2007

Effective Date (New):

Effective Date Requested (Renewal): 11/05/2007

Effective Date (Renewal):

General Information

Project Name: LIU-DO-ML-AR-07-01-F

Status of Filing in Domicile: Authorized

Project Number: LIU-DO-ML-AR-07-01-F

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 11/06/2007

State Status Changed: 10/05/2007

Deemer Date:

Corresponding Filing Tracking Number: N/A

Filing Description:

On behalf of Liberty Insurance Underwriters, Inc. (the "Company"), we are submitting this form filing to make revisions to the approved Management Liability Insurance Program in your jurisdiction. Please see the enclosed memorandum for additional details.

The Company respectfully requests that the proposed forms be implemented for all policies effective on and after November 5, 2007.

Enclosed is authorization for Perr&Knight to submit this filing on behalf of the Company. All correspondence related to

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this filing should be directed to Perr&Knight. The Company has prepared the forms contained in this filing along with the explanatory memorandum. If there are any requests for additional information related to items prepared by the Company, we will forward the request immediately to the Company. We will submit the Company's response to your attention as soon as we receive it.

Please do not hesitate to contact us with any questions or comments.

Company and Contact

Filing Contact Information

(This filing was made by a third party - perrandknightactuaryconsultants)

Thomas Yoo, State Filings Project Coordinator

881 Alma Real Drive, Suite 205 (888) 201-5123 [Phone]
 Pacific Palisades, CA 90272 () -[FAX]

Filing Company Information

Liberty Insurance Underwriters, Inc.	CoCode: 19917	State of Domicile: New York
55 Water Street	Group Code: -99	Company Type:
18th Floor		
New York, NY 10041	Group Name:	State ID Number:
(212) 208-4200 ext. [Phone]	FEIN Number: 13-4916020	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	AR filing fees are \$50 for form filings.
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Liberty Insurance Underwriters, Inc.	\$0.00	10/04/2007	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
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101234 \$50.00 10/02/2007

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	11/06/2007	11/06/2007

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Edith Roberts	10/10/2007	10/10/2007	Thomas Yoo	10/26/2007	10/26/2007
Industry Response						

SERFF Tracking Number: *PERR-125279256* *State:* *Arkansas*
Filing Company: *Liberty Insurance Underwriters, Inc.* *State Tracking Number:* *AR-PC-07-026335*
Company Tracking Number: *LIU-DO-ML-AR-07-01-F*
TOI: *17.1 Other Liability - Claims Made Only* *Sub-TOI:* *17.1006 Directors & Officers Liability*
Product Name: *LIU-DO-ML-AR-07-01-F*
Project Name/Number: *LIU-DO-ML-AR-07-01-F/LIU-DO-ML-AR-07-01-F*

Disposition

Disposition Date: 11/06/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Supporting Documentation	Approved	Yes
Form	Excess DIC Side A Form	Approved	Yes
Form	Excess DIC Side A Declarations Page	Approved	Yes
Form	Addition Of Entities As Subsidiaries	Approved	Yes
Form	Amend Notice Of Circumstance	Approved	Yes
Form	Amend Personal Profit Exclusion	Approved	Yes
Form	Amend Personal Profit Exclusion "Final Adjudication"	Approved	Yes
Form	Amend Severability For Exclusions	Approved	Yes
Form	Defense Costs Carve-Out For Erisa Exclusion	Approved	Yes
Form	Delete ERISA Exclusion	Approved	Yes
Form	Discovery Period Endorsement	Approved	Yes
Form	Enhanced Side A DIC Coverage Endorsement	Approved	Yes
Form	Insured Vs. Insured Carve-Back For Employees	Approved	Yes
Form	Most Favored Venue Provision	Approved	Yes
Form	Non-Follow Form Of Sublimited Coverage (Recognition Of Underlying Depletion)	Approved	Yes
Form	Policy Period Extension Endorsement	Approved	Yes
Form	Prior Acts Exclusion	Approved	Yes
Form	Return Premium Endorsement	Approved	Yes
Form	Specific Litigation Endorsement	Approved	Yes
Form	Super-Enhanced Side A DIC Coverage Endorsement	Approved	Yes
Form (revised)	ARKANSAS AMENDATORY ENDORSEMENT	Approved	Yes
Form	ARKANSAS AMENDATORY ENDORSEMENT	Approved	Yes
Form	Addition Of Entities As Subsidiaries	Approved	Yes
Form	Amend Notice Of Circumstance	Approved	Yes

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Form	Amend Personal Profit Exclusion	Approved	Yes
Form	Competitor Application Endorsement (Primary)	Approved	Yes
Form	Defense Costs Carve-Out For ERISA Exclusion	Approved	Yes
Form	Discovery Period Endorsement	Approved	Yes
Form	Insured Vs. Insured Carve-Back For Employees	Approved	Yes
Form	Most Favored Venue Provision	Approved	Yes
Form	Non-Follow Form Of Sublimited Coverage (Recognition Of Underlying Depletion)	Approved	Yes
Form	Specific Litigation Exclusion	Approved	Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 10/10/2007
Submitted Date 10/10/2007
Respond By Date

Dear Thomas Yoo,

This will acknowledge receipt of the captioned filing.

With reference to the Arkansas Amendatory Form LIUI03C350010807, page 2, first paragraph, you must allow 60 days rather than 30 to request and pay for the Extended Reporting Period pursuant to AR Code Anno. 23-79-306 (1-6).

Thank you!

Please feel free to contact me if you have questions.

Sincerely,
Edith Roberts

Response Letter

Response Letter Status Submitted to State
Response Letter Date 10/26/2007
Submitted Date 10/26/2007

Dear Edith Roberts,

Comments:

Response 1

Comments: Dear Ms. Roberts,

In response to your objection letter dated 10/10/07, the Arkansas Amendatory endorsement has been revised to allow 60 days for the insured to request and pay for the Discovery Period.

The form number of the endorsement has changed. A revised forms list is being included with this response which reflects the change.

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 Project Name/Number: LIU-DO-ML-AR-07-01-F/LIU-DO-ML-AR-07-01-F

If you have any further questions, please do not hesitate to contact me.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
ARKANSAS AMENDATORY ENDORSEMENT	LIUI03DIC 350011007	10/07	Endorsement/Amendment/Conditions	New		0	AR Amendatory (XS DIC).pdf
Previous Version							
ARKANSAS AMENDATORY ENDORSEMENT	LIUI03C350011007	0010807	Endorsement/Amendment/Conditions	New		0	AR Amendatory (XS DIC).pdf

No Rate/Rule Schedule items changed.

Sincerely,
 Olga E. Burciaga, Thomas Yoo

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Excess DIC Side A Form	EXE.SIDE ADIC.200	08/07	Policy/CoveNew rage Form		0.00	EXE.SIDEA DIC.2007-FORM.pdf
Approved	Excess DIC Side A Declarations Page	EXE.SIDE ADIC.200	08/07	Declaration News/Schedule		0.00	EXE.SIDEA DIC.2007-DEC.pdf
Approved	Addition Of Entities As Subsidiaries	EXE.SIDE ADIC.200	08/07	Endorsement/Amendment/Conditions		0.00	EXE.SIDEA DIC.2007-01.pdf
Approved	Amend Notice Of Circumstance	EXE.SIDE ADIC.200	08/07	Endorsement/Amendment/Conditions		0.00	EXE.SIDEA DIC.2007-02.pdf
Approved	Amend Personal Profit Exclusion	EXE.SIDE ADIC.200	08/07	Endorsement/Amendment/Conditions		0.00	EXE.SIDEA DIC.2007-03.pdf
Approved	Amend Personal Profit Exclusion "Final Adjudication"	EXE.SIDE ADIC.200	08/07	Endorsement/Amendment/Conditions		0.00	EXE.SIDEA DIC.2007-04.pdf
Approved	Amend Severability For Exclusions	EXE.SIDE ADIC.200	08/07	Endorsement/Amendment/Conditions		0.00	EXE.SIDEA DIC.2007-05.pdf
Approved	Defense Costs Carve-Out For Erisa Exclusion	EXE.SIDE ADIC.200	08/07	Endorsement/Amendment/Conditions		0.00	EXE.SIDEA DIC.2007-06.pdf
Approved	Delete ERISA Exclusion	EXE.SIDE ADIC.200	08/07	Endorsement/Amendment/Conditions		0.00	EXE.SIDEA DIC.2007-07.pdf

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 Project Name/Number: LIU-DO-ML-AR-07-01-F/LIU-DO-ML-AR-07-01-F

Approval	Description	Code	Effective Date	Endorsement/Condition	Amount	Attachment
Approved	Discovery Period Endorsement	EXE.SIDE ADIC.200	08/07 7-08	Endorsement/Conditions New/Amendment/Conditions	0.00	EXE.SIDEA DIC.2007-08.pdf
Approved	Enhanced Side A DIC Coverage Endorsement	EXE.SIDE ADIC.200	08/07 7-09	Endorsement/Conditions New/Amendment/Conditions	0.00	EXE.SIDEA DIC.2007-09.pdf
Approved	Insured Vs. Insured Carve-Back For Employees	EXE.SIDE ADIC.200	08/07 7-010	Endorsement/Conditions New/Amendment/Conditions	0.00	EXE.SIDEA DIC.2007-010.pdf
Approved	Most Favored Venue Provision	EXE.SIDE ADIC.200	08/07 7-011	Endorsement/Conditions New/Amendment/Conditions	0.00	EXE.SIDEA DIC.2007-011.pdf
Approved	Non-Follow Form Of Sublimited Coverage (Recognition Of Underlying Depletion)	EXE.SIDE ADIC.200	08/07 7-012	Endorsement/Conditions New/Amendment/Conditions	0.00	EXE.SIDEA DIC.2007-012.pdf
Approved	Policy Period Extension Endorsement	EXE.SIDE ADIC.200	08/07 7-013	Endorsement/Conditions New/Amendment/Conditions	0.00	EXE.SIDEA DIC.2007-013.pdf
Approved	Prior Acts Exclusion	EXE.SIDE ADIC.200	08/07 7-014	Endorsement/Conditions New/Amendment/Conditions	0.00	EXE.SIDEA DIC.2007-014.pdf
Approved	Return Premium Endorsement	EXE.SIDE ADIC.200	08/07 7-015	Endorsement/Conditions New/Amendment/Conditions	0.00	EXE.SIDEA DIC.2007-015.pdf
Approved	Specific Litigation Endorsement	EXE.SIDE ADIC.200	08/07 7-016	Endorsement/Conditions New/Amendment/Conditions	0.00	EXE.SIDEA DIC.2007-016.pdf

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 Project Name/Number: LIU-DO-ML-AR-07-01-F/LIU-DO-ML-AR-07-01-F

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Approved	Super-Enhanced Side A DIC Coverage Endorsement	EXE.SIDE ADIC.200 7-017	08/07	Endorsement/Amendment/Conditions	0.00	EXE.SIDEA DIC.2007-017.pdf
Approved	ARKANSAS AMENDATORY ENDORSEMENT 7	LIUI03DIC 35001100	10/07	Endorsement/Amendment/Conditions	0.00	AR Amendatory (XS DIC).pdf
Approved	Addition Of Entities As Subsidiaries	D&O Endorsement Form US/D&O.3	01/00	Endorsement/Amendment/Conditions	Replaced Form #:0.00	Previous Filing #: LIU-DO-ML-AR-06-01
Approved	Amend Notice Of Circumstance	D&O Endorsement Form US/D&O.3 7	08/00	Endorsement/Amendment/Conditions	Replaced Form #:0.00	Previous Filing #: LIU-DO-ML-AR-06-01
Approved	Amend Personal Profit Exclusion	D&O Endorsement Form US/D&O.3 9	08/00	Endorsement/Amendment/Conditions	Replaced Form #:0.00	Previous Filing #: LIU-DO-ML-AR-06-01
Approved	Competitor Application Endorsement (Primary)	D&O Endorsement Form US/D&O.6 3	08/01	Endorsement/Amendment/Conditions	Replaced Form #:0.00	Previous Filing #: LIU-DO-ML-AR-06-01
Approved	Defense Costs Carve-Out For ERISA Exclusion	D&O Endorsement Form US/D&O.1 10	04/06	Endorsement/Amendment/Conditions	Replaced Form #:0.00	Previous Filing #: LIU-DO-ML-AR-06-01
Approved	Discovery Period Endorsement	D&O Endorsement Form US/D&O.1	05/06	Endorsement/Amendment/Conditions	Replaced Form #:0.00	Previous Filing #: LIU-DO-ML-AR-

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Approved	Insured Vs. Insured Carve-Back For Employees	D&O Endorsement Form US/D&O.111	04/06	Endorsement/Amendment/Conditions	Withdrawn Replaced Form #:0.00 Previous Filing #: LIU-DO-ML-AR-06-01
Approved	Most Favored Venue Provision	D&O Endorsement Form US/D&O.24	04/00	Endorsement/Amendment/Conditions	Withdrawn Replaced Form #:0.00 Previous Filing #: LIU-DO-ML-AR-06-01
Approved	Non-Follow Form Of Sublimated Coverage (Recognition Of Underlying Depletion)	D&O Endorsement Form US/D&O.61	05/01	Endorsement/Amendment/Conditions	Withdrawn Replaced Form #:0.00 Previous Filing #: LIU-DO-ML-AR-06-01
Approved	Specific Litigation Exclusion	D&O Endorsement Form US/D&O.2	01/00	Endorsement/Amendment/Conditions	Withdrawn Replaced Form #:0.00 Previous Filing #: LIU-DO-ML-AR-06-01

LIBERTY INSURANCE UNDERWRITERS INC.
(A member of Liberty Mutual Group, hereinafter “the Insurer”)

EXCESS DIC SIDE-A ONLY
EXECUTIVE ADVANTAGE POLICY

(Words and phrases printed in **bold**, other than
in the headings, are defined in Section 24 below.)

In reliance upon the truthfulness and accuracy of the statements made in the **Application**, in consideration of, and subject to, the payment of premium when due, and subject to the terms, conditions, and exclusions of this Policy, the Insurer and the **Insured Persons** agree as follows:

1. Insuring Agreement:

1.1 Insured Persons’ Liability: The Insurer shall pay on behalf of the **Insured Persons** all **Loss** which they shall become legally obligated to pay as a result of a **Claim** first made during the **Policy Period** or **Discovery Period**, if applicable, against the **Insured Persons** for a **Wrongful Act** which takes place before or during the **Policy Period**, provided:

- (a) the Insurer shall be liable for such **Loss** only if and to the extent that:
 - (i) the insurer(s) of the **Underlying Policy(ies)**:
 - x. wrongfully refuses to indemnify the **Insured Persons** as required under the terms of the **Underlying Policy(ies)**;
 - y. is financially unable to indemnify the **Loss**; or
 - z. rescinds the **Underlying Policy(ies)**;
 - (ii) according to the terms and conditions of the **Underlying Policy(ies)**, the insurer(s) of the **Underlying Policy(ies)** is not liable for such **Loss**; or
 - (iii) the limit(s) of liability of the **Underlying Policy(ies)** has been exhausted by reason of losses covered and paid thereunder; or
 - (iv) a liquidation or reorganization proceeding is commenced by or against the **Organization** pursuant to the U.S. Bankruptcy Code, as amended (“Code”) and as a result of such proceeding the proceeds of any **Underlying Policy** cannot legally be paid by the insurer thereof solely because such proceeds are subject to the automatic stay under the Code; provided that as a condition precedent to the Insurer being liable pursuant to this subparagraph (iv), the **Insured Persons** or the **Organization** shall request, or arrange for the insurer of the **Underlying Policy** to request, relief from the automatic stay with respect to such proceeds; and
- (b) if and to the extent any **Loss** is excluded under this Policy pursuant to Section 5, Exclusions, but is not excluded under one or more of the **Underlying Policies**, this Policy is amended to delete such exclusion with respect to such **Loss**.

2. Outside Position Liability:

- 2.1** This Policy, subject to its terms, conditions, and exclusions, covers any **Insured Person** serving in an **Outside Position**. Such coverage shall be specifically excess of any: (i) indemnification provided by the **Outside Entity** in which the **Insured Person** serves in such **Outside Position**; and (ii) insurance available from or provided by such **Outside Entity**, regardless of whether or not such other insurance policy is written specifically excess of this Policy or refers to this Policy's policy number.
- 2.2** Payment by the Insurer or any member company of the Liberty Mutual Group under another insurance policy as a result of a **Claim** against an **Insured Person** in an **Outside Position** shall reduce, by the amount of such payment, the Insurer's Limit of Liability under this Policy.
- 2.3** Coverage under this Section 2 shall not apply to any **Claim** that is brought or maintained with the solicitation, assistance or participation of the **Outside Entity** in which an **Insured Person** serves in an **Outside Position** or any director, officer, trustee, regent, governor or employee of such **Outside Entity**.
- 2.4** Nothing in this Section 2 shall be construed to extend coverage under this Policy to the **Outside Entity** in which such **Insured Person** serves in such **Outside Position**, or to the other directors, officers, or employees of such **Outside Entity**.

3. Defense Costs and Settlements:

- 3.1** It shall be the duty of the **Insured Persons**, not the Insurer, to defend any **Claim**. The Insurer shall have the right and shall be given the opportunity to effectively associate in the defense and settlement of any **Claim** reasonably likely to involve this Policy. The Insurer may investigate, as it deems appropriate, any **Claim**, circumstance, or **Wrongful Act** involving the **Insured Persons**. The **Insured Persons** shall use diligence and prudence in the investigation, defense, negotiation of settlement and settlement of any **Claim**.
- 3.2** The **Insured Persons** shall not incur any **Defense Costs**, admit any liability, assume any obligation, agree to any settlement, or make any settlement offer with respect to any **Claim** without the Insurer's prior written consent, which shall not be unreasonably withheld. The Insurer shall not be liable for any **Defense Costs** incurred or any admissions, obligations, agreements, or settlements made by the **Insured Persons** without the Insurer's prior written consent.
- 3.3** The Insurer shall, subject to Section 13, advance covered **Defense Costs** incurred by the **Insured Persons**. If it is determined by negotiation, litigation, or arbitration that any such **Defense Costs** are not covered under this Policy, the **Insured Persons** agree to repay the Insurer their respective amount of such **Defense Costs** not covered.

4. Cooperation: As a condition precedent to the **Insured Persons'** rights under this Policy, they shall give to the Insurer all information and cooperation as the Insurer reasonably may require and shall do nothing that may prejudice the Insurer's position or its rights of recovery.

5. Exclusions: The Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim**:

- 5.1** for bodily injury, sickness, disease or death, or for damage to, destruction of, or loss of use of any tangible property; provided this exclusion shall not apply to the extent the **Claim** is for mental anguish or emotional distress;
- 5.2** for any error, misstatement, misleading statement, act, omission, neglect or breach of duty by any **Subsidiary** or such **Subsidiary's Insured Persons** if such error, misstatement, misleading statement, act, omission, neglect or breach of duty actually or allegedly occurred, in whole or in part, when such entity was not a **Subsidiary**;

- 5.3 based upon, arising from, or in any way related to any error, misstatement, misleading statement, act, omission, neglect or breach of duty which has been reported or has been the subject of any notice under any insurance policy of which this Policy is a renewal or replacement or under any other policy which it may succeed in time;
- 5.4 for an actual or alleged violation of the Employee Retirement Income Security Act of 1974, amendments thereto or similar federal, state, local or common law;
- 5.5 based upon, arising from, or in any way related to:
- (a) any demand, suit, or other proceeding against any **Insured Person** which existed or was pending on or prior to the Prior Litigation Date set forth in Item IV of the Declarations; or
 - (b) the same or substantially the same facts, circumstances or allegations involved in such demand, suit, or other proceeding;
- 5.6 brought or maintained by or on behalf of the **Organization** or any **Insured Person**, in any capacity; provided this exclusion shall not apply to:
- (a) a **Claim** that is a derivative action brought or maintained on behalf of the **Organization** by one or more shareholders of the **Organization** who are not **Insured Persons** and who bring or maintain the action without the solicitation, assistance or participation of any **Insured Person**;
 - (b) a **Claim** by an **Insured Person** for the actual or alleged harassment of, wrongful termination of, or discrimination against such **Insured Person**;
 - (c) a **Claim** in the form of a cross-claim, third-party claim, or otherwise for contribution or indemnity, if such **Claim** directly results from another **Claim** that otherwise is covered under this Policy;
 - (d) in the event of the **Organization's** bankruptcy pursuant to the United States Bankruptcy Code, a **Claim** by an examiner, trustee or other legal representative of the **Organization** who is duly appointed by a Bankruptcy Court; or
 - (e) **Defense Costs**;
- 5.7 *(intentionally omitted)*;
- 5.8 based upon, arising from, or in any way related to an **Insured Person** serving as a director, officer, trustee, regent, governor, volunteer, employee, or similar position of any entity other than the **Organization**; provided that this exclusion shall not apply with respect to any coverage afforded under Section 2, Outside Position Liability;
- 5.9 based upon, arising from, or in any way related to any **Insured Person(s)** gaining in fact any personal profit, remuneration or advantage to which they were not legally entitled; or
- 5.10 based upon, arising from, or in any way related to any deliberately dishonest, malicious or fraudulent act or omission or any willful violation of law by any **Insured Person(s)** if a judgment or other final adjudication adverse to the **Insured Person** establishes such an act, omission or willful violation.; or
- 5.11 to the extent an **Organization** is permitted or required to indemnify or advance such **Loss**; provided this exclusion shall not apply if such **Organization** cannot indemnify or advance such **Loss** due to its **Insolvency**.

For purposes of determining the applicability of Sections 5.9 and 5.10, the **Wrongful Act** of any **Insured Person** shall not be imputed to any other **Insured Person**.

6. Application Representations and Severability:

EXE.SIDEADIC.2007-FORM
(ED.08/07)

- 6.1 The **Insured Persons** represent that the statements and representations contained in the **Application** are true and shall be deemed material to the acceptance of the risk or the hazard assumed by the Insurer under this Policy. This Policy is issued in reliance upon the truth of such statements and representations.
- 6.2 The **Application** shall be construed as a separate **Application** for coverage by each **Insured Person**. No statement in the **Application** or knowledge possessed by any one **insured Person** shall be imputed to any other **Insured Person** for the purpose of determining the availability of coverage under this Policy.
- 6.3 This Policy shall not be rescinded by the Insurer in whole or in part for any reason.
7. **Reporting Requirements:**
- 7.1 The **Insured Persons**, as a condition precedent to their rights under this Policy, shall report every **Claim** to the Insurer as soon as practicable but in no event later than 60 days after the end of the **Policy Period** or **Discovery Period**, if applicable.
- 7.2 Notice of any **Claim**, circumstance, or **Wrongful Act** shall be forwarded to **Liberty International Underwriters USA, 55 Water Street, 18th Floor, New York, NY 10041, Attention: Specialty Casualty Claims**. All other notices under this Policy shall be given to the same addressee but to the attention of the Specialty Casualty Division.
- 7.3 All notices under this Policy shall be sent in writing by mail, prepaid express courier, or facsimile and shall be effective upon receipt thereof by the addressee.
8. **Notice of Circumstance or Wrongful Act:** If during the **Policy Period** the **Insured Persons** or the **Organization** become aware of any circumstance or **Wrongful Act** that reasonably may be expected to give rise to a **Claim**, and if such circumstance or **Wrongful Act** is reported to the Insurer during the **Policy Period** in writing with details as to the nature and date of such circumstance or **Wrongful Act**, the identity of any potential claimant, the identity of any **Insured Person** involved in such circumstance or **Wrongful Act**, and the manner in which the **Insured Person(s)** or **Organization** first became aware of such circumstance or **Wrongful Act**, then any **Claim** subsequently arising from such circumstance or **Wrongful Act** shall be deemed under this Policy to be a **Claim** made during the **Policy Period** in which the circumstance or **Wrongful Act** was first duly reported to the Insurer.
9. **Limit of Liability:**
- 9.1 The Insurer's maximum aggregate liability for all **Loss** as a result of all **Claims** under this Policy shall be the amount set forth in Item III of the Declarations. Amounts incurred as **Defense Costs** shall reduce the Limit of Liability.
- 9.2 All **Claims** arising from the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed one **Claim** and shall be deemed first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period**.
10. **Attachment:** Liability under this Policy shall attach to the Insurer only if and to the extent that one or more of the conditions in subparagraphs (i) through (iv) of Section 1.1(a) apply.
11. **Indemnification:** The shareholder and board of directors resolutions of the **Organizations** shall be deemed to provide indemnification and advancement of **Defense Costs** to the fullest extent permitted or required by law.
12. **Termination:**
- 12.1 The Insurer may not cancel this Policy except for non-payment of premium when due. Such cancellation shall be effective as of the inception date of the **Policy Period**.

12.2 The **Parent Organization** may cancel this Policy by sending notice of cancellation to the Insurer. Such cancellation shall be effective on the date the Insurer receives such notice or such later date as may be designated in such notice. The **Parent Organization** may not cancel this Policy in anticipation of or after the effective date of a **Change in Control**. In the event the **Parent Organization** cancels this Policy, the Insurer shall retain the customary short rate premium. Payment of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

13. **Allocation:**

13.1 If a **Claim** gives rise to **Loss** covered under this Policy and loss not covered under this Policy, either because a **Claim** includes both covered and uncovered matters or is made against both covered and uncovered parties (including the **Organization**), the **Insured Persons** and the Insurer shall allocate such amount between covered **Loss** and uncovered loss.

13.2 If there can be no agreement between the Insurer and the **Insured Person** as to the amount of defense costs allocated to covered **Loss**, the Insurer shall advance **Defense Costs** which it reasonably believes to be covered under this Policy until a different allocation is negotiated or determined.

13.3 Any negotiated or determined allocation of **Defense Costs** in connection with a **Claim** shall be applied retroactively, notwithstanding any allocation applied with respect to any prior advancement. Any allocation or advancement of **Defense Costs** in connection with a **Claim** shall not apply to or create any presumption with respect to the allocation of other **Loss**.

14. **Other Insurance:** If any **Loss** arising from any **Claim** is insured by other valid and collectible insurance, then this Policy shall apply only in excess of the amount of any deductibles, retentions and limits of liability under such other policy or policies, whether such other policy or policies are stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written specifically excess of this Policy by reference in such other policy to this Policy's Policy Number.

15. **Discovery Period:**

15.1 If the Insurer or the **Parent Organization** fails or refuses to renew this Policy or if the **Parent Organization** cancels this Policy, any **Insured Person** or **Organization** shall have the right to an extension of the coverage granted by this Policy for the duration of time set forth in Item V of the Declarations following the effective date of such cancellation or non-renewal. Such extension of coverage shall apply solely with respect to **Wrongful Acts** taking place before the effective date of such cancellation or non-renewal. As a condition to such coverage extension, a written request for this extension, together with payment of the Discovery Period Premium set forth in Item V of the Declarations, must be submitted to the Insurer within 30 days after the effective date of cancellation or non-renewal of the Policy. Such Discovery Period Premium shall be deemed fully earned and shall not be refundable as of such date. This extension shall not apply if this Policy is terminated by the Insurer for failure to pay any premium when due.

15.2 The extension of coverage for the **Discovery Period** shall not in any way increase the Limit of Liability set forth in Item III of the Declarations, which shall be the Insurer's maximum aggregate liability for all **Claims** first made during the **Policy Period** and the **Discovery Period**, combined.

16. **Acquisition of Parent Organization (Automatic Run-off):**

16.1 In the event of a **Change in Control** during the **Policy Period**, coverage under this Policy shall continue until the end of the **Policy Period**, but only with respect to **Claims** for **Wrongful Acts** taking place prior to the effective date of such **Change in Control**. The entire premium for this Policy shall be deemed fully earned as of the effective date of such **Change in Control**.

16.2 The **Parent Organization** shall give written notice of such **Change in Control** to the Insurer as soon as practicable, together with such information as the Insurer may reasonably require.

17. **Subrogation:** If the Insurer pays any **Loss** under this Policy, the Insurer shall be subrogated to the extent of such payment to all rights of recovery thereof, including without limitation an **Insured Person's** right to indemnification or advancement from the **Organization** or coverage under any **Underlying Policy**. The **Insured Persons** shall execute all papers required and shall do everything that may be necessary to secure and preserve such rights, including the execution of such documents necessary to enable the Insurer effectively to bring suit in the name of the **Insured Persons**. The obligations of the **Insured Persons** pursuant to this Section 17 survive the termination of the **Policy Period**.
18. **Parent Organization as Authorized Representative:** The **Insured Persons** agree that the **Parent Organization** shall act on their behalf with respect to the giving and receiving of notices hereunder, the payment or return of premiums, and the negotiation and acceptance of endorsements.
19. **Amendment, Assignment and Headings:**
- 19.1 Any amendment to this Policy or assignment of an interest in this Policy, in whole or in part, shall be effective only if made by endorsement to this Policy signed by an authorized representative of the Insurer.
- 19.2 The headings to the provisions in this Policy, including those found in any endorsements attached hereto, are provided for convenience only and do not affect the construction hereof.
20. **Territory:** This Policy applies to **Claims** made anywhere in the world for **Wrongful Acts** occurring anywhere in the world.
21. **Spousal Benefit** If a **Claim** against an **Insured Person** for a **Wrongful Act** otherwise covered under this Policy includes a claim against his/her legal spouse where the claimant asserts such claim by reason of spousal status or seeks to obtain recovery against property in which such spouse has an interest, the amount which such spouse becomes legally obligated to pay in respect of such **Claim** (including defense costs) shall be deemed the **Loss** of such **Insured Person**, subject to this Policy's terms, conditions, and exclusions. In any event, this extension shall not cover any conduct or wrongful act committed by such legal spouse. For purposes of Section 5.11, the **Organization** shall be deemed to be permitted or required to indemnify or advance such spousal loss if the **Organization** would be permitted or required to indemnify or advance such loss had it been incurred by the **Insured Person**.
22. **Estates and Legal Representatives:** In the event of the death, incapacity, or bankruptcy of an **Insured Person**, any **Claim** made against the estate, legal representatives, heirs, or the assigns of such **Insured Person** for a **Wrongful Act** by such **Insured Person** shall be deemed to be a **Claim** against such **Insured Person**.
23. **Action Against Insurer:**
- 23.1 No action shall be taken against the Insurer unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, or the amount of the **Insured Persons'** obligation to pay shall have been finally determined either by judgment against the **Insured Persons** after actual trial, or by written agreement of the **Insured Persons**, the claimant and the Insurer.
- 23.2 No person or organization shall have the right under this Policy to join the Insurer as a party to any action against the **Insured Persons**, nor shall the Insurer be impleaded by the **Insured Persons** or their legal representatives.
24. **Definitions:**
- 24.1 "**Application**" means all signed applications, including attachments and materials submitted therewith or as a part thereof, or incorporated therein, for this Policy and for any policy in an uninterrupted series of policies issued by the Insurer of which this Policy is a direct or indirect renewal or replacement. All such applications, attachments, and materials are deemed attached to and incorporated into this Policy.
- 24.2 "**Change in Control**" means:

- (a) the acquisition by another entity or person, or group of entities and/or persons acting in concert, of securities or voting rights resulting in ownership or voting control by such other entities and/or persons of more than 50% of the outstanding securities or voting rights representing the present right to vote for election of directors or equivalent positions of the **Parent Organization**; or
- (b) the merger of the **Parent Organization** into another entity such that the **Parent Organization** is not the surviving entity, or the consolidation of the **Parent Organization** with another entity.

24.3 "**Claim**" means:

- (a) a written demand for monetary or non-monetary relief;
- (b) a civil or criminal judicial proceeding or arbitration;
- (c) a formal administrative or regulatory proceeding; or
- (d) a formal criminal, administrative, or regulatory investigation;

against an **Insured Person** for a **Wrongful Act**, including any appeal therefrom. A **Claim** will be deemed first made on the earliest date any **Insured Person** receives a written demand, complaint, indictment, notice of charges, or order of formal investigation in such **Claim**.

24.4 "**Defense Costs**" means reasonable and necessary fees (including attorneys' fees and experts' fees) and expenses incurred in the defense of a **Claim** and cost of attachment or similar bonds, but shall not include the wages, salaries, benefits or expenses of any directors, officers or employees of the **Organization**.

24.5 "**Discovery Period**" means the period of time set forth in Item V of the Declarations.

24.6 "**Insolvency**" means the status of the **Organization** as a result of the appointment of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to control, supervise, manage, or liquidate the **Organization**, or the **Organization** becoming an insolvent debtor-in-possession.

24.7 "**Insured Person(s)**" means:

- (a) one or more natural persons who were, now are, or shall hereafter be duly elected or appointed directors or officers of the **Organization**, or, with respect to a **Subsidiary** operating outside the United States, their functional equivalent, regardless of title; and
- (b) with respect to a **Securities Action** only, any other natural persons who were, now are, or shall hereafter be employees of the **Organization**.

24.8 "**Interrelated Wrongful Acts**" means **Wrongful Acts** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of causally connected facts, circumstances, situations, events, transactions, or causes.

24.9 "**Loss**" means sums which the **Insured Persons** are legally obligated to pay solely as a result of any **Claim** insured by this Policy, including **Defense Costs**, damages, judgments, settlement amounts, legal fees and costs awarded pursuant to judgments, punitive or exemplary damages, and the multiple portion of any multiplied damage award. **Loss** shall not include fines, penalties, taxes, dividends or distributions of profits or other assets of the **Organization**, any amount allocated to uncovered loss pursuant to Section 13, amounts for which there is no legal recourse against the **Insured Persons**, or matters uninsurable pursuant to any applicable law.

With respect to any **Claim** alleging that the price or consideration paid or proposed to be paid for the acquisition of any securities issued by or assets owned by any natural person or entity is inadequate, excessive,

or improper, **Loss** shall not include the portion of any judgment or settlement relating to the amount by which such price or consideration was changed or modified as a result of such **Claim**.

24.10 **"Organization"** means any entity named in Item I of the Declarations and any **Subsidiary**, including any such entity operating as a debtor-in-possession.

24.11 **"Outside Entity"** means:

(a) any non-profit corporation, community chest, fund or foundation that is not included in the definition of **Organization**, and is exempt from federal income tax as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended; and

(b) any other entity specifically stated as such in an endorsement to this Policy.

24.12 **"Outside Position"** means the position of director, officer, trustee, or other equivalent position held by an **Insured Person** in any **Outside Entity**, if service in such position is with the knowledge and express consent or at the express request of the **Organization**.

24.13 **"Parent Organization"** means the **Organization** first named in Item I of the Declarations.

24.14 **"Policy Period"** means the period from the inception date set forth in Item II of the Declarations to the expiration date set forth in Item II of the Declarations, or its earlier termination pursuant to Section 12.

24.15 **"Securities Action"** means any **Claim** against the **Insured Persons** if such **Claim**:

(a) arises from the purchase or sale of, or offer to purchase or sell, any securities issued by the **Organization**, whether such purchase, sale, or offer involves a transaction with the **Organization** or occurs in the open market;

(b) is brought by a securities holder of the **Organization** other than an **Insured Person** based upon such securities holder's interest in such securities, whether directly or by class action; or

(c) is brought as a securities holder derivative action on behalf of the **Organization**.

24.16 **"Subsidiary"** means any entity in which more than 50% of the outstanding securities or voting rights representing the present right to vote for election of directors or equivalent positions are owned, in any combination, by one or more **Organizations** if such ownership occurs:

(a) prior to the inception date of the **Policy Period**;

(b) after the inception date of the **Policy Period** and the assets of such entity do not exceed 20% of the total consolidated assets of the **Organizations** as reflected in the **Parent Organization's** then most recent audited consolidated financial statement; or

(c) after the inception date of the **Policy Period** and the assets of such entity exceed 20% of the total consolidated assets of the **Organization** as reflected in the **Parent Organization's** then most recent audited consolidated financial statement but only if the **Parent Organization**:

(i) gives written notice of such transaction to the Insurer within 90 days after the effective date of such transaction;

(ii) provides the Insurer with such information as the Insurer may require; and

(iii) pays any additional premium required by the Insurer.

24.17 "Underlying Policy(ies)" means the insurance policies listed in Item VI of the Declarations.

24.18 "Wrongful Act" means:

- (a) any actual or alleged error, misstatement, misleading statement, act, omission, neglect, or breach of duty, actually or alleged committed or attempted by the **Insured Persons** in their capacities as such or in an **Outside Position**; or
- (b) any matter claimed against the **Insured Persons** solely by reason of their status as **Insured Persons**.

In witness whereof, the company has caused this policy to be signed by its President and its Secretary at Boston, Massachusetts, and countersigned by a duly authorized representative of the company.



President



Secretary

LIBERTY INSURANCE UNDERWRITERS INC.
(A member of Liberty Mutual Group, hereinafter "the Insurer")
55 Water Street, 18th Floor; New York, NY 10041
Toll-free number: 1-800-677-9163

**EXCESS DIC SIDE-A ONLY
EXECUTIVE ADVANTAGE POLICY**

DECLARATIONS

NOTICE:
THIS IS A CLAIMS MADE POLICY. THIS POLICY COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR DISCOVERY PERIOD, IF APPLICABLE, AND REPORTED TO THE INSURER AS SOON AS PRACTICABLE BUT IN NO EVENT LATER THAN 60 DAYS AFTER THE END OF THE POLICY PERIOD OR DISCOVERY PERIOD, IF APPLICABLE.

PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

AMOUNTS INCURRED AS DEFENSE COSTS SHALL REDUCE THE LIMIT OF LIABILITY AND SHALL BE APPLIED AGAINST THE APPLICABLE RETENTION.

THE INSURER DOES NOT HAVE ANY DUTY TO DEFEND ANY CLAIM.

POLICY NUMBER:
RENEWAL OF:

PRODUCER:

ITEM I. NAME AND ADDRESS OF PARENT ORGANIZATION:

ITEM II. POLICY PERIOD: Inception Date: _ Expiration Date:
(12:01 A.M. at the address set forth in Item I)

ITEM III. LIMIT OF LIABILITY: \$ _ in the aggregate for the **Policy Period**

ITEM IV. PRIOR LITIGATION DATE:

ITEM V. DISCOVERY PERIOD:
Premium \$
Duration

ITEM VI. UNDERLYING INSURANCE

<u>Insurer</u>	<u>Policy No.</u>	Limit of <u>Liability</u> <u>Attachment</u>
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ITEM VII. PREMIUM: \$

ITEM VIII. ENDORSEMENTS FORMING PART OF THIS POLICY AT ISSUANCE

This Declarations page, together with the **Application**, the attached Excess DIC Side-A Only Executive Advantage Policy Form, and all endorsements thereto, shall constitute the contract between the Insurer and the **Insured Persons**. This Policy is valid only if signed below by a duly authorized representative of the Insurer.

Authorized Representative

Date



LIBERTY INSURANCE UNDERWRITERS INC
(A member of Liberty Mutual Group, hereinafter "the Insurer")

ENDORSEMENT NO.

This endorsement, effective _____ forms part of

Policy No. _____ issued to _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITION OF ENTITIES AS SUBSIDIARIES

It is agreed that Sections 24.16(b) and 24.16(c) ("**Subsidiary**") shall be amended such that "20%" shall be changed to "___%".

+

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

Authorized Representative of
Liberty Insurance Underwriters Inc.

Date



LIBERTY INSURANCE UNDERWRITERS INC
(A member of Liberty Mutual Group, hereinafter "the Insurer")

ENDORSEMENT NO.

This endorsement, effective _____ forms part of
Policy No. _____ issued to _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND NOTICE OF CIRCUMSTANCE

In consideration of the premium charged, it is hereby understood and agreed that **8. Notice of Circumstance or Wrongful Act**, is deleted in its entirety and replaced with the following:

- 8. Notice of Circumstance or Wrongful Act:** If during the **Policy Period** or **Discovery Period** the **Insureds** become aware of any circumstance or **Wrongful Act** that reasonably may be expected to give rise to a **Claim**, and if such circumstance or **Wrongful Act** is reported to the Insurer during the **Policy Period** or **Discovery Period** in writing with details as to the nature and date of such circumstance or **Wrongful Act**, the identity of any potential claimant, the identify of any **Insured Person** involved in such circumstance or **Wrongful Act**, and the manner in which the **Insureds** first became aware of such circumstance or **Wrongful Act** shall be deemed under this Policy to be a **Claim** made during the **Policy Period** in which the circumstance or **Wrongful Act** was first duly reported to the Insurer.

Any circumstances or **Wrongful Acts** reported during the **Discovery Period** shall be subject to the limitations set forth in Section 15.

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

Authorized Representative of
Liberty Insurance Underwriters Inc.

Date



LIBERTY INSURANCE UNDERWRITERS INC
(A member of Liberty Mutual Group, hereinafter "the Insurer")

ENDORSEMENT NO.

This endorsement, effective _____ forms part of
Policy No. _____ issued to _____

AMEND PERSONAL PROFIT EXCLUSION

It is agreed that Exclusion 5.9 is amended to read as follows:

- 5.9** based upon, arising from, or in any way related to any **Insureds** gaining any personal profit, remuneration or advantage to which they were not legally entitled, if a judgement or other final adjudication adverse to an **Insured** establishes that such **Insured(s)** gained such personal profit, remuneration or advantage.

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

Authorized Representative of
Liberty Insurance Underwriters Inc.

Date



LIBERTY INSURANCE UNDERWRITERS INC.
(A member of Liberty Mutual Group, hereinafter "the Insurer")

ENDORSEMENT NO.

This endorsement, effective _____ forms part of
Policy No. _____ issued to _____

**AMEND PERSONAL PROFIT EXCLUSION –
"FINAL ADJUDICATION"**

It is agreed that Section 5, Exclusions, 5.9 is deleted in its entirety and replaced with the following:

- 5.9** based upon, arising from, or in any way related to any **Insureds** gaining any personal profit, remuneration or advantage to which they were not legally entitled, if a judgement or other final adjudication adverse to an **Insured** establishes that such **Insured(s)** gained such personal profit, remuneration or advantage.

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

Authorized Representative of
Liberty Insurance Underwriters Inc.

Date



LIBERTY INSURANCE UNDERWRITERS INC
(A member of Liberty Mutual Group, hereinafter "the Insurer")

ENDORSEMENT NO.

This endorsement, effective _____ forms part of

Policy No. _____ issued to

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Amend Severability for Exclusions

It is agreed that the last paragraph of Section 5. (Exclusions) is deleted and replaced with the following:

For purposes of determining the applicability of Sections 5.1 through 5.11, the **Wrongful Act** of any **Insured Person** shall not be imputed to any other **Insured Person**.

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

Authorized Representative of
Liberty Insurance Underwriters Inc.

Date



LIBERTY INSURANCE UNDERWRITERS INC
(A member of Liberty Mutual Group, hereinafter "the Insurer")

ENDORSEMENT NO.

This endorsement, effective _____ forms part of

Policy No. _____ issued to _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFENSE COSTS CARVE-OUT FOR ERISA EXCLUSION

It is agreed that Section 5.4 (Exclusions) is deleted in its entirety and is replaced with the following:

5.4 for an actual or alleged violation of the Employee Retirement Income Security Act of 1974, amendments thereto or similar federal, state, local or common law; provided this exclusion shall not apply to:

(a) Defense Costs;

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

Authorized Representative of
Liberty Insurance Underwriters Inc.

Date



LIBERTY INSURANCE UNDERWRITERS INC.
(A member of Liberty Mutual Group, hereinafter "the Insurer")

ENDORSEMENT NO.

This endorsement, effective _____ forms part of _____

Policy No. _____ issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DELETE ERISA EXCLUSION

In consideration of the premium charged it is hereby understood and agreed that Exclusion 5.4 is deleted in its entirety.

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

Authorized Representative of
Liberty Insurance Underwriters Inc.

Date



LIBERTY INSURANCE UNDERWRITERS INC.
(A member of Liberty Mutual Group, hereinafter "the Insurer")

ENDORSEMENT NO.

This endorsement, effective _____ forms part of

Policy No. _____ issued to _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISCOVERY PERIOD ENDORSEMENT

In consideration of the additional premium of \$_____, it is agreed that the Policy is amended as follows:

- I. Section 1.1 (Insuring Agreement), and any other Insuring Agreements added by endorsement to this Policy, shall be amended such that the phrase, "which takes place before or during the **Policy Period**," is deleted and replaced with "which takes place prior to _____."
- II. Section 15 (Discovery Period) is deleted in its entirety.
- III. Section 5. (Exclusions) shall be amended to include the following:
5.12 based upon, arising from or in any way related to any **Wrongful Act** committed or allegedly committed on or after _____.

With respect to this Exclusion, section 1.1(b) of the Policy shall not apply.
- IV. Section 8. (Notice of Circumstance or Wrongful Act) is deleted in its entirety.
- V. Section 12. (Termination) is deleted in its entirety and replaced with the following.
12. Termination: The Insurer may cancel this Policy only for non-payment of premium by sending not less than 10 days notice to the **Parent Organization** at its last known address.
- VI. The entire premium for the **Discovery Period** Policy shall be deemed fully earned as of the Policy Inception Date.
- VII. The Policy's Expiration Date as set forth in Item II of Declarations, shall be amended to read _____.

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

Authorized Representative of
Liberty Insurance Underwriters Inc.

Date



LIBERTY INSURANCE UNDERWRITERS INC
(A member of Liberty Mutual Group, hereinafter "the Insurer")

ENDORSEMENT NO.

This endorsement, effective _____ forms part of
Policy No. _____ issued to _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENHANCED SIDE A DIC COVERAGE ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the Policy shall be amended as follows:

1. Insuring Agreement 1.1 (a) (iii) of the Policy is amended to include the following:

If the Insurer shall be liable for **Loss** under Insuring Agreement 1.1 (a)(iii), Section 24 of the Policy, Definitions, shall not differ from the definitions contained in the **Underlying Policy(ies)** in such a manner as to be detrimental to the **Insured Person(s)**.

2. Exclusion 5.1 of the Policy shall be amended as follows:

for bodily injury, sickness, disease or death, or for damage to, destruction of, or loss of use of any tangible property; provided this exclusion shall not apply to:

- (a) any **Claim** by shareholders of the the **Organization**, including any shareholder derivative or securities class action litigation;
- (b) any **Claim** alleging emotional distress or mental anguish which is otherwise covered pursuant to the terms and conditions of the Policy;
- (c) any **Claim** by shareholders of the the **Organization**, including any shareholder derivative or securities class action litigation based upon or arising out of the actual or alleged discharge, dispersal, release or escape of any solid, liquid, gaseous, or thermal irritant, contaminant or other pollutant.

(d) any **Claim** against a duly elected or appointed director of the **Organization** in such capacity which is otherwise covered pursuant to the terms and conditions of the Policy.

3. Exclusion 5.4 of the Policy, the ERISA exclusion, is deleted in its entirety.

4. Exclusion 5.6 of the Policy is amended to include:

(f) a **Claim** brought outside the United States, Canada or their territories or possessions.

5. Exclusion 5.9 is amended as follows:

based upon, arising from, or in any way related to any **Insured Person(s)** gaining in fact any personal profit, remuneration or advantage to which they were not legally entitled, if a judgment or other final adjudication establishes that such **Insured Person** gained such personal profit, remuneration or advantage; however, this exclusion shall not apply to **Defense Costs**. If such conduct is established by judgment or final adjudication, the **Insured Person** or the **Organization** shall reimburse the Insurer for any **Defense Costs** advanced to such **Insured Person**.

6. Exclusion 5.10 is amended to read:

based upon, arising from, or in any way related to any deliberately dishonest, malicious or fraudulent act or omission or any willful violation of law by any **Insured Person(s)** if a judgment or other final adjudication adverse to the **Insured Person** establishes such an act, omission or willful violation; however, this exclusion shall not apply to **Defense Costs**. In the event of such judgment or final adjudication, the **Insured Person** or the **Organization** shall reimburse the Insurer for any **Defense Costs** advanced to such **Insured Person**.

7. Section 5 of the Policy is amended to include the following provision:

For purposes of determining the applicability of any Exclusion contained in Section 5 of the Policy, the **Wrongful Act** of any **Insured Person** shall not be imputed to any other **Insured Person**.

8. Section 14 of the Policy, **Other Insurance**, is amended to read as follows:

If any **Loss** arising from any **Claim** is insured by other valid and collectible insurance, and is actually paid thereunder, then this Policy shall apply only in excess of the amount of any deductibles, retentions and limits of liability under such other policy or policies, whether such other policy or policies are stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written specifically excess of this Policy by reference in such other policy to this Policy's Policy Number.

All other terms and conditions of the Policy remain unchanged.

Authorized Representative of
Liberty Insurance Underwriters Inc.

Date



LIBERTY INSURANCE UNDERWRITERS INC
(A member of Liberty Mutual Group, hereinafter "the Insurer")

ENDORSEMENT NO.

This endorsement, effective _____ forms part of

Policy No. _____ issued to

INSURED VS. INSURED CARVE-BACK FOR EMPLOYEES

It is agreed that section 5.6 is deleted in its entirety and is replaced with the following:

5.6 brought or maintained by or on behalf of the **Organization** or any **Insured Person**, in any capacity; provided this exclusion shall not apply to:

- (a) a **Claim** that is a derivative action brought or maintained on behalf of the **Organization** by one or more shareholders of the **Organization** who are not **Insured Persons** and who bring or maintain the action without the solicitation, assistance or participation of any **Insured Person**;
- (b) a **Claim** by an **Insured Person** for the actual or alleged harassment of, wrongful termination of, or discrimination against such **Insured Person**;
- (c) a **Claim** in the form of a cross-claim, third-party claim, or otherwise for contribution or indemnity, if such **Claim** directly results from another **Claim** that otherwise is covered under this Policy;
- (d) in the event of the **Organization's** bankruptcy pursuant to the United States Bankruptcy Code, a **Claim** by an examiner, trustee or other legal representative of the **Organization** who is duly appointed by a Bankruptcy Court; or
- (e) **Defense Costs**;
- (f) a **Securities Claim** by an employee of the **Organization** who is not a director or officer of the **Organization**;

All other terms, conditions and exclusions of the Policy remain unchanged.

Authorized Representative of
Liberty Insurance Underwriters Inc.

Date



LIBERTY INSURANCE UNDERWRITERS INC
(A member of Liberty Mutual Group, hereinafter "the Insurer")

ENDORSEMENT NO.

This endorsement, effective _____ forms part of
Policy No. _____ issued to _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOST FAVORED VENUE PROVISION

It is agreed that the definition of "**Loss**", as set forth in Section 24.9, shall be amended to include the following paragraph:

"With respect to the insurability of punitive or exemplary damages, if the **Organization** determines in good faith that such damages are insurable under applicable law, the Insurer will not raise as a defense to coverage the insurability of such damages. However, in the event of a challenge to such a determination by any other person or entity, the Insurer shall be obligated to reimburse such damages only if a court of competent jurisdiction specifically determines that such damages are insurable."

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

Authorized Representative of
Liberty Insurance Underwriters Inc.

Date



LIBERTY INSURANCE UNDERWRITERS INC
(A member of Liberty Mutual Group, hereinafter "the Insurer")

ENDORSEMENT NO.

This endorsement, effective _____ forms part of

Policy No. _____ issued to

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NON-FOLLOW FORM OF SUBLIMITED COVERAGE
(RECOGNITION OF UNDERLYING DEPLETION)**

It is agreed that for the purposes of this endorsement, the term "Sublimit" means any limit of liability of any Underlying Insurance which:

- (a) applies only to a particular grant of coverage under such Underlying Insurance, and
- (b) is part of, and not in addition to the otherwise applicable limits of liability of such Underlying Insurance set forth in ITEM VI of the Declarations.

No coverage will be available under this Policy for **Claims**, which are subject to any Sublimit in any Underlying Insurance provided that the erosion of the aggregate limit(s) of liability of Underlying Insurance shall be recognized to the extent of any payment of loss in connection with such claims.

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

Authorized Representative of
Liberty Insurance Underwriters Inc.

Date



LIBERTY INSURANCE UNDERWRITERS INC.
(A member of Liberty Mutual Group, hereinafter "the Insurer")

ENDORSEMENT NO.

This endorsement, effective _____ forms part of _____
Policy No. _____ issued to _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY PERIOD EXTENSION ENDORSEMENT

In consideration of the additional premium of \$ _____ charged, it is hereby understood and agreed that ITEM II. POLICY PERIOD of the declarations is amended to read as follows:

ITEM II. POLICY PERIOD: **Inception Date:** _____ **Expiration Date:** _____
(12:01 A.M. at the address set forth in Item I)

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

Authorized Representative of
Liberty Insurance Underwriters Inc.

Date



LIBERTY INSURANCE UNDERWRITERS INC.
(A member of Liberty Mutual Group, hereinafter "the Insurer")

ENDORSEMENT NO.

This endorsement, effective _____ forms part of

Policy No.: _____ issued to _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIOR ACTS EXCLUSION

It is agreed that Section 5. (Exclusions) is amended to include the following:

5.____ for, based upon, arising from, or in any way related to any **Wrongful Act** taking place in whole or in part prior to _____.

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

Authorized Representative of
Liberty Insurance Underwriters Inc.

Date



LIBERTY INSURANCE UNDERWRITERS INC.
(A member of Liberty Mutual Group, hereinafter "the Insurer")

ENDORSEMENT NO.

This endorsement, effective _____ forms part of _____

Policy No. _____ issued to _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RETURN PREMIUM ENDORSEMENT

It is agreed that premium in the amount of \$ _____ shall be returned to the **Insured Organization** and this Policy is cancelled as of _____; the Insurer having no further obligation hereunder.

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

Authorized Representative of
Liberty Insurance Underwriters Inc.

Date



LIBERTY INSURANCE UNDERWRITERS INC
(A member of Liberty Mutual Group, hereinafter "the Insurer")

ENDORSEMENT NO.

This endorsement, effective _____ forms part of

Policy No. _____ issued to _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIC LITIGATION EXCLUSION

It is agreed that Section 5. (Exclusions) is amended to include the following:

5.12 based upon, arising from, or in any way related to:

- (a) the matter(s) and litigation(s) listed below, including any amendment or supplement thereto or consolidation thereof:
- (b) any other demand, suit, or other proceeding which is based upon, arises from, or is in any way related to the same or substantially the same facts, circumstances, or allegations involved such litigation.

Furthermore, with respect to the above exclusion, Section 1.1(b) of the Policy shall not apply.

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

Authorized Representative of
Liberty Insurance Underwriters Inc.

Date



LIBERTY INSURANCE UNDERWRITERS, INC.
(A member of Liberty Mutual Group, hereinafter "the Insurer")

ENDORSEMENT NO.

This endorsement, effective _____ forms part of
Policy No. _____ issued to:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUPER - ENHANCED SIDE A DIC COVERAGE ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the Policy shall be amended as follows:

1. Insuring Agreement 1.1 (a) (iii) and (iv) of the Policy are deleted and replaced with the following:
 - (iii) the limit(s) of liability of the **Underlying Policy(ies)** has been exhausted by reason of losses covered and paid thereunder. If the Insurer shall be liable for **Loss** under Insuring Agreement 1.1 (a)(iii), Section 24 of the Policy, Definitions, shall not differ from the definitions contained in the **Underlying Policy(ies)** in such a manner as to be detrimental to the **Insured Person(s)**; or
 - (iv) a liquidation or reorganization proceeding is commenced by or against the **Organization** pursuant to the U.S. Bankruptcy Code, as amended ("Code") and as a result of such proceeding the proceeds of any **Underlying Policy** cannot legally be paid by the insurer thereof solely because such proceeds are subject to the automatic stay under the Code; provided that as a condition precedent to the Insurer being liable pursuant to this subparagraph (iv), the **Insured Persons** or the **Organization** shall request, or arrange for the insurer of the **Underlying Policy** to request, relief from the automatic stay with respect to such proceeds; or
 - (v) If **Loss** is not paid by the **Underlying Policy(ies)** or any other existing insurance under which coverage may be owed, or as indemnification from any source, the Insurer will pay **Loss** on behalf of the **Insured Persons**, subject to all of the terms, conditions and limitations of this Policy; and
2. Section 3.3 of the Policy, Defense Costs and Settlements, is deleted in its entirety and replaced with the the following:

- 3.3** The Insurer shall, subject to Section 13, advance on a current basis, covered **Defense Costs** incurred by the **Insured Persons**. If it is determined by negotiation, litigation, or arbitration that any such **Defense Costs** are not covered under this Policy, the **Insured Persons** agree to repay the Insurer their respective amount of such **Defense Costs** not covered.
3. Exclusion 5.1 of the Policy is deleted in its entirety and replaced with the the following:
- 5.1** for bodily injury, sickness, disease or death, or for damage to, destruction of, or loss of use of any tangible property; provided this exclusion shall not apply to:
- (a) any such **Claim** by shareholders of the the **Organization**, including any shareholder derivative or securities class action litigation;
 - (b) any such **Claim** alleging emotional distress or mental anguish which is otherwise covered pursuant to the terms and conditions of the Policy;
 - (c) any such **Claim** for the actual or alleged discharge, dispersal, release or escape of any solid, liquid, gaseous, or thermal irritant, contaminant or other pollutant , provided any coverage under this Policy with respect to any such **Claim** shall be specifically excess of the amount of coverage available under any general liability, environmental impairment or similar insurance policy applicable to such **Claim**; and
 - (d) any such **Claim** against a duly elected or appointed director of the **Organization** in such capacity which is otherwise covered pursuant to the terms and conditions of the Policy.
4. Exclusion 5.4 of the Policy, the ERISA exclusion, is deleted in its entirety.
5. Exclusion 5.5 of the Policy is deleted in its entirety and replaced with the following:
- 5.5** based upon, arising from, or in any way related to:
- any demand, suit, or other proceeding against any **Insured Person** which existed or was pending on or prior to the Prior Litigation Date set forth in Item IV of the Declarations;
6. Exclusion 5.6 of the Policy is deleted in its entirety and replaced with the following:
- 5.6** brought or maintained by or on behalf of the **Organization**; provided this exclusion shall not apply to:
- (a) a **Claim** that is a derivative action brought or maintained on behalf of the **Organization** by one or more securities holder of the **Organization**, or by a securities holder who is also an employee of the **Organization**, and who bring or maintain the action without the solicitation, assistance or active participation of any **Insured Person**;

- (b) a **Claim** in the form of a cross-claim, third-party claim, or otherwise for contribution or indemnity, if such **Claim** directly results from another **Claim** that otherwise is covered under this Policy;
- (c) in the event of the **Organization's** bankruptcy pursuant to the United States Bankruptcy Code, a **Claim** by an examiner, trustee, creditor's committee or other legal representative of the **Organization** who is duly appointed by a Bankruptcy Court;
- (d) **Defense Costs**; or
- (e) a **Claim** brought outside the United States, Canada or their territories or possessions.

7. Exclusion 5.9 of the Policy is deleted in its entirety and replaced with the following:

5.9 based upon, arising from, or in any way related to any **Insured Person(s)** gaining any personal profit, remuneration or advantage to which they were not legally entitled, if a final adjudication adverse to an **Insured** establishes that such **Insured Person(s)** gained such personal profit, remuneration or advantage; provided this exclusion shall not apply to:

- (a) **Defense Costs**; or
- (b) any **Securities Action** involving claims asserted against **Insured Persons** under Sections 11 or 12 of the Securities Act of 1933 as amended arising out of an Initial Public Offering or subsequent public offering of securities issued by the **Organization**.

8. Exclusion 5.10 of the Policy is deleted in its entirety and replaced with the following:

5.10 based upon, arising from, or in any way related to any deliberately dishonest, malicious or fraudulent act or omission or any willful violation of law by any **Insured Person(s)** if a final adjudication adverse to the **Insured Person** establishes such an act, omission or willful violation; however, this exclusion shall not apply to **Defense Costs**.

9. Exclusion 5.11 of the Policy is deleted in its entirety and replaced with the following:

- 5.11** to the extent an **Organization** is permitted or required to indemnify or advance such **Loss**; provided this exclusion shall not apply if:
- (a) such **Organization** cannot indemnify or advance such **Loss** due to its **Insolvency**;
or
 - (b) such **Organization** refuses to indemnify or advance such **Loss**, and the **Insured Persons** agree to comply and have complied with Section 17 (Subrogation) of this Policy.

10. The last paragraph of Section 5 of the Policy is deleted and replaced with the following provision:

For purposes of determining the applicability of any Exclusion contained in Section 5 of the Policy, the **Wrongful Act** of any **Insured Person** shall not be imputed to any other **Insured Person**.

11. Section 8 is deleted in its entirety and replaced with the following:

Notice of Circumstance or Wrongful Act: If during the **Policy Period** or **Discovery Period** the **Insureds** become aware of any circumstance or **Wrongful Act** that reasonably may be expected to give rise to a **Claim**, and if such circumstance or **Wrongful Act** is reported to the Insurer during the **Policy Period** or **Discovery Period** in writing with details as to the nature and date of such circumstance or **Wrongful Act**, the identity of any potential claimant, the identity of any **Insured Person** involved in such circumstance or **Wrongful Act**, and the manner in which the **Insureds** first became aware of such circumstance or **Wrongful Act** shall be deemed under this Policy to be a **Claim** made during the **Policy Period** in which the circumstance or **Wrongful Act** was first duly reported to the Insurer.

Any circumstances or **Wrongful Acts** reported during the **Discovery Period** shall be subject to the limitations set forth in Section 15.

12. Section 11 is deleted in its entirety and replaced with the following:

Indemnification: In the event of any **Claim** against an **Insured Person**, the **Organization** shall provide indemnification and advancement of **Defense Costs** to the fullest extent permitted or required by the **Organization's** articles of incorporation, charter, corporate by-laws or applicable contract.

13. Section 14 of the Policy is deleted in its entirety and replaced with the following:

Other Insurance: If any **Loss** arising from any **Claim** is insured by other valid and collectible insurance, and is actually paid thereunder, then this Policy shall apply only in excess of the amount of any deductibles, retentions and limits of liability under such other policy or policies, whether such other policy or policies are stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written specifically excess of this Policy by reference in such other policy to this Policy's Policy Number.

14. Section 21 is deleted in its entirety and replaced with the following:

Spousal Domestic Partner Benefit: If a **Claim** against an **Insured Person** for a **Wrongful Act** otherwise covered under this Policy includes a claim against his/her legal spouse or domestic partner where the claimant asserts such claim by reason of their spousal or domestic partner status or seeks to obtain recovery against property in which such spouse or domestic partner has an interest, the amount which such spouse or domestic partner becomes legally obligated to pay in respect of such **Claim** (including defense costs) shall be deemed the **Loss** of such **Insured Person**, subject to this Policy's terms, conditions, and exclusions. In any event, this extension shall not cover any

conduct or wrongful act committed by such legal spouse or domestic partner. The **Organization** shall be deemed to be permitted or required to indemnify or advance such spousal or domestic partner loss if the **Organization** would be permitted or required to indemnify or advance such loss had it been incurred by the **Insured Person**.

15. Definition 24.1, "**Application**" is deleted in its entirety and replaced with the following:

"**Application**" means all signed applications, including attachments and materials submitted therewith or as a part thereof, or incorporated therein, for this Policy and for any policy in an uninterrupted series of policies issued by the Insurer of which this Policy is a direct or indirect renewal or replacement; and any public documents filed by the **Organization** within the past twelve (12) months (prior to the inception date of the Policy), with any federal, state, local or foreign regulatory agency (including but not limited to the Securities and Exchange Commission (SEC)). All such applications, attachments, and materials are deemed attached to and incorporated into this Policy.

16. Definition 24.3, "**Claim**" is deleted in its entirety and replaced with the following:

"**Claim**" means:

- (a) a written demand for monetary or non-monetary relief;
- (b) a civil or criminal judicial proceeding or arbitration;
- (c) a formal administrative or regulatory proceeding;
- (d) a formal criminal, administrative, or regulatory investigation;
- (e) an official request for **Extradition**; or
- (f) the execution of a warrant for the arrest of an **Insured Person** where such execution is an element of **Extradition**.

against an **Insured Person** for a **Wrongful Act**, including any appeal therefrom. A **Claim** will be deemed first made on the earliest date any **Insured Person** is arrested by a foreign policing authority or receives a written demand, complaint, indictment, notice of charges, or order of formal investigation in such **Claim**.

17. Definition 24.4 "**Defense Costs**" is amended to include the following:

"**Defense Costs**" also means also means reasonable and necessary fees, costs and expenses incurred through legal counsel and consented to by the **Insurer** resulting from an **Insured Person** lawfully:

- (a) opposing, challenging, resisting or defending against any request for or any effort to obtain the **Extradition** of that **Insured Person**; or
- (b) appealing any order or other grant of **Extradition** of that **Insured Person**.

18. Definition 24.9 "**Loss**" is deleted in its entirety and replaced with the following:

“**Loss**” means sums which the **Insured Persons** are legally obligated to pay solely as a result of any **Claim** insured by this Policy, including **Defense Costs**, damages, judgments, settlement amounts, pre-judgment and post-judgment interest, legal fees and costs awarded pursuant to judgments, punitive or exemplary damages, and the multiple portion of any multiplied damage award. **Loss** shall not include fines, penalties, taxes, dividends or distributions of profits or other assets of the **Organization**, any amount allocated to uncovered loss pursuant to Section 13, amounts for which there is no legal recourse against the **Insured Persons**, or matters uninsurable pursuant to any applicable law, including but not limited to damages or settlements which are in the nature of restitution, disgorgement or the return of ill-gotten gains.

Notwithstanding the foregoing paragraph, with respect to a **Claim** against any **Insured Persons**, the Insurer shall not assert that the portion of any settlement in a **Securities Action** arising out of an Initial Public Offering or subsequent public offering of securities issued by the **Organization** constitutes uninsurable loss due to alleged violations of Sections 11 or 12 of the Securities Act of 1933 as amended.

With respect to the insurability of punitive or exemplary damages, if the **Organization** determines in good faith that such damages are insurable under applicable law, the Insurer will not raise as a defense to coverage the insurability of such damages. However, in the event of a challenge to such a determination by any other person or entity, the Insurer shall be obligated to reimburse such damages only if a court of competent jurisdiction specifically determines that such damages are insurable.

19. Definition 24.15 “**Securities Action**” subsection (b) is deleted in its entirety and replaced with the following:
- (b) is brought by a securities holder of the **Organization**, other than a natural person who was, now is, or shall hereafter be a duly elected or appointed director or officer of the **Organization**, based upon such securities holder's interest in such securities, whether directly or by class action; or
20. Definition 24.11(a) “**Outside Entity**” shall be deleted and replaced with the following:
- (a) any non-profit entity; and
21. Definition 24.16 “**Subsidiary**” subsections (b) and (c) are deleted in their entirety and replaced with the following:
- (b) after the inception date of the **Policy Period** and the assets of such entity do not exceed 30% of the total consolidated assets of the **Organizations** as reflected in the **Parent Organization's** then most recent audited consolidated financial statement; or
 - (c) after the inception date of the **Policy Period** and the assets of such entity exceed 30% of the total consolidated assets of the **Organization** as reflected in the **Parent Organization's** then most recent audited consolidated financial statement but only if the **Parent Organization**:

- (i) gives written notice of such transaction to the Insurer within 90 days after the effective date of such transaction;
- (ii) provides the Insurer with such information as the Insurer may require; and
- (iii) pays any additional premium required by the Insurer.

22. Definition 24.18 "**Wrongful Act**" is amended to include the following:

- (c) any actual or alleged:
 - (i) wrongful termination of employment whether actual or constructive;
 - (ii) employment discrimination of any kind;
 - (iii) sexual or other harassment in the workplace; or
 - (iv) wrongful deprivation of career opportunity, employment related misrepresentations, retaliatory treatment against an employee of the **Organization**, failure to promote, demotion wrongful discipline or evaluation, or refusal to hire.

23. Definition 24.19 "**Extradition**" is added as follows:

24.19 "Extradition" means any formal process by which an **Insured Person** located in any country is surrendered to any other country for trial or otherwise to answer any criminal accusation.

All other terms and conditions of the Policy remain unchanged.

Authorized Representative of
Liberty Insurance Underwriters Inc.

Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS AMENDATORY ENDORSEMENT

This endorsement modifies insurance under the following:

EXCESS DIC SIDE-A ONLY EXECUTIVE ADVANTAGE POLICY

A. Section 9. **Limit of Liability** is deleted in its entirety and replaced by the following:

9. **Limit of Liability:**

- 9.1 The Insurer's maximum aggregate liability for all **Loss** as a result of all **Claims** under this Policy shall be the amount set forth in Item III of the Declarations. Amounts incurred as **Defense Costs** shall not reduce the Limit of Liability for Policies with a Limit of Liability less than \$500,000.
- 9.2 All **Claims** arising from the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed one **Claim** and shall be deemed first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period**.

B. Section 15. **Discovery Period** is deleted in its entirety and replaced by the following:

15. **Discovery Period**

- 15.1 There will be an automatic extension of the coverage provided by this Policy with respect to any **Claim** first made and reported during a period of 60 days after the date upon which the **Policy Period** ends. This is only with respect to any **Claim** fully occurring prior to the end of the **Policy Period** and otherwise covered by this Policy and only if there is no other Policy or Policies that would otherwise provide insurance for such **Claim** or that would be covered but for the exhaustion of the Limit of Liability applicable to such **Claims**. There is no additional premium charged for this extension of coverage. This 60 day period will be referred to as the Automatic **Discovery Period**. The extension of coverage for the Automatic **Discovery Period** shall not in any way increase the Limit of Liability set forth in Item III of the Declarations, which shall be the Insurer's maximum aggregate liability for all **Claims** first made during the **Policy Period** and the Automatic **Discovery Period**, combined.
- 15.2 If the Insurer or the **Parent Organization** fails or refuses to renew this Policy or if the **Parent Organization** cancels this Policy, any **Insured Person** or **Organization** shall have the right to an extension of the coverage granted by this Policy for the duration of time set forth in Item V of the Declarations following the effective date of such cancellation or non-renewal. Such extension of coverage shall apply solely with respect to **Wrongful Acts** taking place before the effective date of such cancellation or non-renewal. As a condition to such coverage extension, a written request for this extension, together with payment of the

Discovery Period Premium set forth in Item V of the Declarations, must be submitted to the Insurer within 60 days after the effective date of cancellation or non-renewal of the Policy. Such **Discovery Period** Premium shall be deemed fully earned and shall not be refundable as of such date. The Limit of Liability at the inception of this optional **Discovery Period** shall be no less than the greater of the aggregate amount remaining for the expiring policy or 50% of the aggregate amount that was in effect at the inception of the expiring policy.

C. Paragraph **24.19** of Section **24 Definitions** is added:

24.19 "Punitive Damages" are damages that may be imposed to punish a wrongdoer and to deter others from similar conduct.

SERFF Tracking Number: *PERR-125279256* *State:* *Arkansas*
Filing Company: *Liberty Insurance Underwriters, Inc.* *State Tracking Number:* *AR-PC-07-026335*
Company Tracking Number: *LIU-DO-ML-AR-07-01-F*
TOI: *17.1 Other Liability - Claims Made Only* *Sub-TOI:* *17.1006 Directors & Officers Liability*
Product Name: *LIU-DO-ML-AR-07-01-F*
Project Name/Number: *LIU-DO-ML-AR-07-01-F/LIU-DO-ML-AR-07-01-F*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PERR-125279256 State: Arkansas
Filing Company: Liberty Insurance Underwriters, Inc. State Tracking Number: AR-PC-07-026335
Company Tracking Number: LIU-DO-ML-AR-07-01-F
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1006 Directors & Officers Liability
Product Name: LIU-DO-ML-AR-07-01-F
Project Name/Number: LIU-DO-ML-AR-07-01-F/LIU-DO-ML-AR-07-01-F

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 11/06/2007

Comments:

Attachments:

2007 NAIC FFS +.pdf
2007 NAIC PCTD.pdf

Satisfied -Name: Supporting Documentation **Review Status:** Approved 11/06/2007

Comments:

Attachments:

4-Forms Filing Memo - 2007 09 27 1550.pdf
LOA.pdf

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	LIU-DO-ML-AR-07-01-F			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	N/A			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state

01	Excess DIC Side A Form	EXE.SIDEADIC.2007-FORM	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
02	Excess DIC Side A Declarations Page	EXE.SIDEADIC.2007-DEC	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
03	Addition Of Entities As Subsidiaries	EXE.SIDEADIC.2007-01	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
04	Amend Notice Of Circumstance	EXE.SIDEADIC.2007-02	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
05	Amend Personal Profit Exclusion	EXE.SIDEADIC.2007-03	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
06	Amend Personal Profit Exclusion "Final Adjudication"	EXE.SIDEADIC.2007-04	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
07	Amend Severability For Exclusions	EXE.SIDEADIC.2007-05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
08	Defense Costs Carve-Out For Erisa Exclusion	EXE.SIDEADIC.2007-06	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
09	Delete ERISA Exclusion	EXE.SIDEADIC.2007-07	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
10	Discovery Period Endorsement	EXE.SIDEADIC.2007-08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
11	Enhanced Side A DIC Coverage Endorsement	EXE.SIDEADIC.2007-09	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
12	Insured Vs. Insured Carve-Back For Employees	EXE.SIDEADIC.2007-010	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
13	Most Favored Venue Provision	EXE.SIDEADIC.2007-011	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		

FORM FILING SCHEDULE (Continued)

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		LIU-DO-ML-AR-07-01-F		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		N/A		
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
14	Non-Follow Form Of Sublimated Coverage (Recognition Of Underlying Depletion)	EXE.SIDEADIC.2007-012	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
15	Policy Period Extension Endorsement	EXE.SIDEADIC.2007-013	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
16	Prior Acts Exclusion	EXE.SIDEADIC.2007-014	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
17	Return Premium Endorsement	EXE.SIDEADIC.2007-015	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
18	Specific Litigation Endorsement	EXE.SIDEADIC.2007-016	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
19	Super-Enhanced Side A DIC Coverage Endorsement	EXE.SIDEADIC.2007-017	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
20	Arkansas Amendatory Endorsement	LIUI03C350010807	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
21	Addition Of Entities As Subsidiaries	D&O Endorsement Form US/D&O.3	<input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
22	Amend Notice Of Circumstance	D&O Endorsement Form US/D&O.37	<input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
23	Amend Personal Profit Exclusion	D&O Endorsement Form US/D&O.39	<input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
24	Competitor Application Endorsement (Primary)	D&O Endorsement Form US/D&O.63	<input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
25	Defense Costs Carve-Out For ERISA Exclusion	D&O Endorsement Form US/D&O.110	<input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
26	Discovery Period Endorsement	D&O Endorsement Form US/D&O.13	<input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		

FORM FILING SCHEDULE *(Continued)*

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	LIU-DO-ML-AR-07-01-F			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	N/A			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
27	Insured Vs. Insured Carve-Back For Employees	D&O Endorsement Form US/D&O.111	<input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
28	Most Favored Venue Provision	D&O Endorsement Form US/D&O.24	<input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
29	Non-Follow Form Of Sublimated Coverage (Recognition Of Underlying Depletion)	D&O Endorsement Form US/D&O.61	<input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
30	Specific Litigation Exclusion	D&O Endorsement Form US/D&O.2	<input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
31			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
32			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
33			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
34			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
35			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
36			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only
	a. Date the filing is received:
	b. Analyst:
	c. Disposition:
	d. Date of disposition of the filing:
	e. Effective date of filing:
	New Business
	Renewal Business
	f. State Filing #:
	g. SERFF Filing #:
	h. Subject Codes

3. Group Name	Group NAIC #
Liberty Mutual Group	111

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Liberty Insurance Underwriters, Inc.	NY	19917	13-4916020	

5. Company Tracking Number	LIU-DO-ML-AR-07-01-F
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Thomas Yoo 881 Alma Real Dr. Suite 205 Pacific Palisades, CA 90272	Filing Analyst	888.201.5123 x 151	310.230.8529	doi@perrknight.com
	7. Signature of authorized filer				
	8. Please print name of authorized filer		Thomas Yoo		

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	17.1 Other Liability-Claims Made Only
10. Sub-Type of Insurance (Sub-TOI)	17.1006 Directors & Officers Liability
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Management Liability Insurance Program
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: November 5, 2007 Renewal:
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	October 3, 2007
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	LIU-DO-ML-AR-07-01-F
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21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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On behalf of Liberty International Underwriters, Inc. (the Company), we are submitting this filing to amend the forms for the Company's recently filed Management Liability Insurance Program. Please see the attached filing memorandum for details.

The Company respectfully requests that this new product be available for policies effective on or after November 5, 2007.

22. Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: 101234

Amount: 50.00

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

Liberty Insurance Underwriters, Inc.
Management Liability Insurance Program
Forms Filing Memorandum

Overview and Background

With this filing, Liberty Insurance Underwriters, Inc. (“LIUI”) proposes to amend the forms for its recently filed Management Liability Insurance Program. In the previous filing, LIUI intended to submit five main policy forms, along with declarations and endorsements to support the main policy forms. The five main policy forms are summarized below.

Main Policy Form	Brief Description
Executive Advantage D&O	Protects individual directors and officers in the event of covered claims that are either indemnifiable or non-indemnifiable by their corporation.
Real Estate Investment Trust	Designed to address many of the unique liability concerns of directors and officers of Real estate Investment Trusts
Private Equity	Designed for private equity funds and their individual and organizational general partners.
Side A Only Executive Advantage	Designed to cover “Side A” liability exposures of directors and officers.
Excess Side A DIC (Difference in Conditions)	Designed to be written excess of another insurer’s premium Directors & Officers insurance coverage.

Upon subsequent review, however, it was discovered that the “Excess Side A DIC” policy form and declarations page were inadvertently omitted from the filing.

Proposed Revisions

In this filing, LIUI intends to correct the omission mentioned above. In addition, LIUI would like to take this opportunity to correct and update the endorsements associated with the Excess Side A DIC main policy form that was inadvertently omitted.

As such, LIUI proposes the following:

- LIUI is submitting the “Excess Side A DIC” main policy form and its associated declarations page that were intended to be filed in the previous filing.
- LIUI is withdrawing all currently filed endorsements associated the Excess Side A DIC program. Please see the forms list for the complete list of forms that are being withdrawn.
- LIUI is submitting corrected and updated endorsements for the Excess Side A DIC program. Please see the forms list for the complete list of forms that are being filed.

Rates/Rules

Please note that the rates/rules that were previously filed with LIUI’s Management Liability Insurance Program are correct, and are still applicable to the revised forms. As such, LIUI is not filing revised rates/rules at this time.



Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

August 31, 2007

To Whom It May Concern:

Perr&Knight, Inc. is hereby authorized to submit rate, rule, and form filings on behalf of Liberty Mutual Insurance Company. This authorization includes providing additional information and responding to questions regarding the filings on our behalf as necessary. This authorization is deemed in be in effect until rescinded in writing.

Please direct all correspondences and inquiries related to this filing to Perr&Knight, Inc. at the following address:

State Filings Department
Perr&Knight, Inc.
881 Alma Real Drive, Suite 205
Pacific Palisades, CA 90272
Tel: (888) 201-5123
Fax: (310) 230-1061

Please contact me at 212.208.4239 if you have any questions regarding this authorization.

Sincerely,

Ursula Kerrigan, Esq.
Assistant Secretary
55 Water Street, 18th Floor
New York NY 10041
212.208.4239
Ursula.kerrigan@libertyiu.com

Helping people live safer, more secure lives

SERFF Tracking Number: *PERR-125279256* *State:* *Arkansas*
Filing Company: *Liberty Insurance Underwriters, Inc.* *State Tracking Number:* *AR-PC-07-026335*
Company Tracking Number: *LIU-DO-ML-AR-07-01-F*
TOI: *17.1 Other Liability - Claims Made Only* *Sub-TOI:* *17.1006 Directors & Officers Liability*
Product Name: *LIU-DO-ML-AR-07-01-F*
Project Name/Number: *LIU-DO-ML-AR-07-01-F/LIU-DO-ML-AR-07-01-F*

Superseded Attachments

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.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	ARKANSAS AMENDATORY ENDORSEMENT	09/28/2007	AR Amendatory (XS DIC).pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS AMENDATORY ENDORSEMENT

This endorsement modifies insurance under the following:

EXCESS DIC SIDE-A ONLY EXECUTIVE ADVANTAGE POLICY

A. Section 9. **Limit of Liability** is deleted in its entirety and replaced by the following:

9. **Limit of Liability:**

- 9.1 The Insurer's maximum aggregate liability for all **Loss** as a result of all **Claims** under this Policy shall be the amount set forth in Item III of the Declarations. Amounts incurred as **Defense Costs** shall not reduce the Limit of Liability for Policies with a Limit of Liability less than \$500,000.
- 9.2 All **Claims** arising from the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed one **Claim** and shall be deemed first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period**.

B. Section 15. **Discovery Period** is deleted in its entirety and replaced by the following:

15. **Discovery Period**

- 15.1 There will be an automatic extension of the coverage provided by this Policy with respect to any **Claim** first made and reported during a period of 60 days after the date upon which the **Policy Period** ends. This is only with respect to any **Claim** fully occurring prior to the end of the **Policy Period** and otherwise covered by this Policy and only if there is no other Policy or Policies that would otherwise provide insurance for such **Claim** or that would be covered but for the exhaustion of the Limit of Liability applicable to such **Claims**. There is no additional premium charged for this extension of coverage. This 60 day period will be referred to as the **Automatic Discovery Period**. The extension of coverage for the **Automatic Discovery Period** shall not in any way increase the Limit of Liability set forth in Item III of the Declarations, which shall be the Insurer's maximum aggregate liability for all **Claims** first made during the **Policy Period** and the **Automatic Discovery Period**, combined.
- 15.2 If the Insurer or the **Parent Organization** fails or refuses to renew this Policy or if the **Parent Organization** cancels this Policy, any **Insured Person** or **Organization** shall have the right to an extension of the coverage granted by this Policy for the duration of time set forth in Item V of the Declarations following the effective date of such cancellation or non-renewal. Such extension of coverage shall apply solely with respect to **Wrongful Acts** taking place before the effective date of such cancellation or non-renewal. As a condition to such coverage extension, a written request for this extension, together with payment of the

Discovery Period Premium set forth in Item V of the Declarations, must be submitted to the Insurer within 30 days after the effective date of cancellation or non-renewal of the Policy. Such **Discovery Period** Premium shall be deemed fully earned and shall not be refundable as of such date. The Limit of Liability at the inception of this optional **Discovery Period** shall be no less than the greater of the aggregate amount remaining for the expiring policy or 50% of the aggregate amount that was in effect at the inception of the expiring policy.

C. Paragraph **24.19** of Section **24 Definitions** is added:

24.19 "Punitive Damages" are damages that may be imposed to punish a wrongdoer and to deter others from similar conduct.