

SERFF Tracking Number: CNNA-125283636 State: Arkansas
Filing Company: The Cincinnati Insurance Company State Tracking Number: AR-PC-07-026018
Company Tracking Number: CBD-07-6020-AR
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: CBD-07-6020-AR
Project Name/Number: /

Filing at a Glance

Company: The Cincinnati Insurance Company

Product Name: CBD-07-6020-AR

SERFF Tr Num: CNNA-125283636 State: Arkansas

TOI: 17.0 Other Liability - Claims
Made/Occurrence

SERFF Status: Closed

State Tr Num: AR-PC-07-026018

Sub-TOI: 17.0000 Other Liability Sub-TOI
Combinations

Co Tr Num: CBD-07-6020-AR

State Status:

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Edith
Roberts, Brittany Yielding

Author: Sharon Grubbs

Disposition Date: 09/10/2007

Date Submitted: 09/06/2007

Disposition Status: Approved

Effective Date Requested (New): 10/01/2007

Effective Date (New):

Effective Date Requested (Renewal):

Effective Date (Renewal):

General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number:

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 09/10/2007

State Status Changed: 09/06/2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

At this time, we wish to file form(s) per the attached memorandum.

Final copies are attached for your review.

Filing fees will now be done through Electronic Transfer Fund filing (EFT).

We will continue to use all currently filed and approved Arkansas State Amendatory forms.

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Your approval is respectfully requested for use on policies effective on or after October 1, 2007.

Company and Contact

Filing Contact Information

Sharon Grubbs, Senior Filings Analyst sharon_grubbs@cinfin.com
 6200 S. Gilmore Road (513) 870-2091 [Phone]
 Fairfield, OH 45014 ()-[FAX]

Filing Company Information

The Cincinnati Insurance Company CoCode: 10677 State of Domicile: Ohio
 6200 S. Gilmore Road Group Code: 244 Company Type:
 Fairfield, OH 45014 Group Name: State ID Number:
 (513) 870-2000 ext. [Phone] FEIN Number: 31-0542366

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? Yes
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Cincinnati Insurance Company	\$50.00	09/06/2007	15456962

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	09/10/2007	09/10/2007

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Disposition

Disposition Date: 09/10/2007

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	FORM FILING SCHEDULE	Approved	Yes
Supporting Document	MEMORANDUM	Approved	Yes
Form	PROPOSAL FOR CINCINNATI'S "BLUE CHIP" INSURANCE PROGRAM FOR FINANCIAL INSTITUTIONS - INTERNET AND ELECTRONIC BANKING COVERAGE PART VI	Approved	Yes
Form	RENEWAL PROPOSAL FOR CINCINNATI'S "BLUE CHIP" INSURANCE PROGRAM FOR FINANCIAL INSTITUTIONS - INTERNET AND ELECTRONIC BANKING COVERAGE PART VI	Approved	Yes
Form	FINANCIAL INSTITUTIONS BLUE CHIP POLICY	Approved	Yes
Form	INTERNET AND ELECTRONIC BANKING COVERAGE CHANGES TO GENERAL PROVISIONS	Approved	Yes
Form	DEFENSE OUTSIDE LIMITS - PART VI	Approved	Yes
Form	INCREASED LIMITS ENDORSEMENT	Approved	Yes
Form	POLICY PERIOD AMENDATORY ENDORSEMENT	Approved	Yes
Form	SINGLE ANNUAL AGGREGATE LIMIT OF INSURANCE ENDORSEMENT FOR FINANCIAL INSTITUTIONS	Approved	Yes
Form	MULTIPLE YEAR AGGREGATE LIMIT OF INSURANCE ENDORSEMENT FOR FINANCIAL INSTITUTIONS	Approved	Yes
Form	FINANCIAL INSTITUTIONS BLUE CHIP POLICY DECLARATIONS	Approved	Yes
Form	FINANCIAL INSTITUTIONS BLUE CHIP POLICY RENEWAL CERTIFICATE DECLARATIONS	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	PROPOSAL FOR CINCINNATI'S "BLUE CHIP" INSURANCE PROGRAM FOR FINANCIAL INSTITUTIONS - INTERNET AND ELECTRONIC BANKING COVERAGE PART VI	BC 010	10 07	Endorsement/Amendment/Conditions New		0.00	BC010 10-07.pdf
Approved	RENEWAL PROPOSAL FOR CINCINNATI'S "BLUE CHIP" INSURANCE PROGRAM FOR FINANCIAL INSTITUTIONS - INTERNET AND ELECTRONIC BANKING COVERAGE PART VI	BC 011	10 07	Endorsement/Amendment/Conditions New		0.00	BC011 10-07.pdf
Approved	FINANCIAL INSTITUTIONS BLUE CHIP POLICY	BC 101	10 07	Policy/Coverage Replaced Form	Replaced Form #: BC 101 05 06 Previous Filing #: CBD-06-6014-AR	0.00	BC101 10-07.pdf
Approved	INTERNET AND ELECTRONIC BANKING COVERAGE	BC 4026	10 07	Endorsement/Amendment/Conditions New		0.00	BC4026 10-07.pdf

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CHANGES TO
 GENERAL
 PROVISIONS

Approved	DEFENSE OUTSIDE LIMITS - PART VI	BC 4027	10 07	Endorseme nt/Amendm ent/Condi ons	New	0.00	BC4027 10-07.pdf
Approved	INCREASED LIMITS ENDORSEMENT	BC 409	10 07	Endorseme nt/Amendm ent/Condi ons	Replaced	Replaced Form #:0.00 BC 409 03 99 Previous Filing #: CBD-98-8022-AR	BC409 10-07.pdf
Approved	POLICY PERIOD AMENDATORY ENDORSEMENT	BC 411	10 07	Endorseme nt/Amendm ent/Condi ons	Replaced	Replaced Form #:0.00 BC 411 03 99 Previous Filing #: CBD-98-8022-AR	BC411 10-07.pdf
Approved	SINGLE ANNUAL AGGREGATE LIMIT OF INSURANCE ENDORSEMENT FOR FINANCIAL INSTITUTIONS	BC 419	10 07	Endorseme nt/Amendm ent/Condi ons	Replaced	Replaced Form #:0.00 BC 419 03 99 Previous Filing #: CBD-98-8022-AR	BC419 10-07.pdf
Approved	MULTIPLE YEAR AGGREGATE LIMIT OF INSURANCE ENDORSEMENT FOR FINANCIAL INSTITUTIONS	BC 420	10 07	Endorseme nt/Amendm ent/Condi ons	Replaced	Replaced Form #:0.00 BC 420 03 99 Previous Filing #: CBD-98-8022-AR	BC420 10-07.pdf
Approved	FINANCIAL INSTITUTIONS BLUE CHIP POLICY DECLARATIONS	BC 501	10 07	Declaration s/Schedule	Replaced	Replaced Form #:0.00 BC 501 05 06 Previous Filing #: CBD-06-6014-AR	BC501 10-07.pdf
Approved	FINANCIAL INSTITUTIONS BLUE CHIP	BC 601	10 07	Declaration s/Schedule	Replaced	Replaced Form #:0.00 BC 601 05 06 Previous Filing #:	BC601 10-07.pdf

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POLICY
RENEWAL
CERTIFICATE
DECLARATIONS

CBD-06-6014-AR

**THE CINCINNATI INSURANCE COMPANY
PROPOSAL FOR
CINCINNATI'S "BLUE CHIP" INSURANCE PROGRAM
FOR FINANCIAL INSTITUTIONS**

INTERNET AND ELECTRONIC BANKING COVERAGE (PART VI)

GENERAL INFORMATION

1. Name of company and names of all owned subsidiaries: _____

2. Mailing Address: _____
3. List all website URL's and static IP addresses utilized by the company and its subsidiaries:

4. Identify the consumer or commercial services that will be available within the year at the addresses listed in 3 above:
- | | | | |
|--|--|---|---------------------------------------|
| <input type="checkbox"/> Account Management | <input type="checkbox"/> Trust Services | <input type="checkbox"/> Brokerage Advisory | <input type="checkbox"/> Bill Payment |
| <input type="checkbox"/> Investment Banking | <input type="checkbox"/> Insurance Agency | <input type="checkbox"/> Submission of Loan / Credit Card Application | |
| <input type="checkbox"/> None (Web content only) | <input type="checkbox"/> Change of Address | <input type="checkbox"/> Funds Transfer | <input type="checkbox"/> Other: _____ |
5. Names, titles and phone numbers of individuals assigned by the board to be responsible for implementation of the information security program:

6. Name, title, phone number and e-mail address of the individual or vendor responsible for website security:
- Individual from 5 above: _____
- Vendor contact information: _____
7. List any non-banking professional services provided by the company:

Sections I - V should be completed by the Information Security Officer

I. INFORMATION SECURITY AND COMPLIANCE PROGRAMS

8. List the qualifications of the individuals in 5 above relevant to information security:
- | | |
|--|----------------|
| <input type="checkbox"/> Education | Explain: _____ |
| <input type="checkbox"/> Certification | Explain: _____ |
| <input type="checkbox"/> Experience | Explain: _____ |
9. What methods do security staff use to stay informed of information security issues that effect the industry, including but not limited to security incidents, new security threats / risks / vulnerabilities, malware outbreaks, new security technologies, new laws and security standards:

- Management involvement in CISO roundtables
- Involvement in information security organizations or associations
- Receipt of automated vulnerability / threat alerts from non-profit security organizations or associations
- Daily review of information security websites
- Receipt of customized security alerts from security vendor
- Receipt of automated security announcements from current vendors
- Other: _____

10. Do those who can access customer data, including employees, board members, on site vendors and independent contractors, receive annual information security and privacy training that includes: Yes No

- how to identify and report information security vulnerabilities and incidents
- classification and appropriate use of information
- appropriate use of Internet, e-mail, IM, file downloads, personally owned devices, wireless

11. Does the company have written information security policies or procedures that address: Yes No

a.) Confidentiality, availability and integrity of information as required by regulations, statutes and standards that are applicable to the company, which may include CAN-SPAM, COPPA, FCRA, FTC guidance, HIPAA, PCI, security breach notification laws, SOX and international law? Yes No

b.) Gramm-Leach-Bliley Act per 16 C.F.R. Part 314 Yes No

c.) Employee sanctions for security policy violations? Yes No

d.) Development and implementation of secure information systems including software and hardware? Yes No

12. Name and e-mail address of the individual in 5 above responsible for receiving and coordinating responses to significant information security incidents and formally responding to information security audit findings:

13. Has a qualified attorney reviewed: Yes No

a.) The Company privacy policy and website privacy policy? Yes No

b.) The legal requirements of the applicable regulations, statutes and standards from 11? Yes No

c.) Website content for intellectual property violations or other intellectual property issues, including searchable content, domain names, and third party content linked to or in frames? Yes No

14. Are security recommendations from hardware and software vendors implemented, including installation of critical security patches? Yes No

15. Describe here, or on an attachment, any compensating security controls for questions answered "no" in Section I:

II. INTERNET AND ELECTRONIC BANKING

16. What percentage of consumer and commercial customers use the company website?
 1 - 25% 26 - 50% 51 - 75% 75 - 100%

17. Does the company post a compliant privacy policy on its website that accurately describes its privacy practices? Yes No

18. Are customer electronic transactions and funds transfers, both interactive and batch, protected from unauthorized modifications by reasonable and appropriate use of the following: encrypted transmission and storage, verification of questionable activity or failed access, multi-factor authentication for customers, non-repudiation controls, two-factor authentication of support personnel, and database integrity controls? Yes No

19. Are customers using the website advised how to protect their accounts, non-public information, or financial transactions? Yes No

20. Does the company have technical and procedural controls to protect customers from phishing, pharming and similar attacks? Yes No

21. Identify any services provided by vendors to support the company Internet banking site such as website development / hosting, security, monitoring, incident response, backend processing. List any software packages purchased for core processing or Internet banking services.

Vendor name and associated services / software: _____

22. How many times in the last five years has the company, its website or other computer system been a specific target of an electronic attack such as phishing, pharming, website vandalism, denial of service or keylogger?
 None Once Two or more
- If once or more, describe the event on an attachment, including the timeframe for detection, the impact to customers and the controls established to prevent subsequent events.**
23. Are procedures and / or technologies in place to assure the availability of customer website services and funds transfer services during hardware / software failures, physical disasters, system performance degradations, denial of service attacks, or disruptions of power or communications services? Yes No
24. Which certifications, if any, does the information security program, privacy program or website currently hold?
Attach proof of certification.
 VeriSign eTrust CyberTrust ISO270001
 TRUSTe PCI Other: _____
25. Does the company have a network firewall that is properly maintained to:
a.) Separate company hardware accessible from the Internet from hardware that stores customer data? Yes No
b.) Separate hardware that stores customer data from any non-production systems? Yes No
c.) Deny use of ports that are not currently authorized for use? Yes No
d.) Protect workstations from Internet threats? Yes No
26. If employees, customers, vendors or other individuals remotely access systems that are in an internal network segment, are they required to use two-factor authentication, encrypted transmissions and a workstation firewall? Yes No
27. Describe here, or on an attachment, any compensating security controls for questions answered "no" in Section II:

III. ACCESS TO SYSTEMS AND DATA

28. Is each individual employee, board member, customer, vendor and independent contractor required to have a unique login account to access computing systems that may contain customer data? Yes No
a.) Does each account have an associated personal identification number (PIN) or unique password? Yes No
b.) Are all passwords encrypted when electronically stored and transmitted? Yes No
c.) Are individuals provided procedures describing how to protect accounts and passwords? Yes No
29. Are individuals, including employees, board members, IT support personnel, customers, vendors and independent contractors, granted access to confidential and transactional information only as required, and is access revoked when no longer required? Yes No
30. If service providers or other third parties have on-site, off-site or remote access to electronic customer data, are they required by written agreement to implement security controls designed to meet the objectives of the company's information security program, including training, access controls, monitoring, third party audits, and notifying the company of security incidents involving customer data? Yes No
31. Do you require vendors to maintain insurance for misconduct, errors, omissions and negligence? Yes No
32. Are reasonable and appropriate controls in place to protect login accounts, which may include, but are not limited to password expirations, account lockout for attempted use of incorrect password, minimum password length, inactive account time-out, disablement of unused accounts, multifactor authentication, and policies against sharing accounts / passwords? Yes No
33. Are computing systems designed, developed and configured to restrict access to only authorized users and support personnel? Yes No
34. Are formal procedures in place to control changes to production systems, including software and hardware? Yes No
35. Is customer information that is stored on mobile devices or electronic media encrypted when it is off site? Yes No

36. Describe here, or on an attachment, any compensating security controls for questions answered "no" in Section III:

IV. MONITORING AND INCIDENT RESPONSE

37. Are procedures in place to generate, regularly analyze, respond to and preserve the following security logs to detect unauthorized activity: network access, website access, customer Internet banking database access, restricted transactions, corrected / revised financial transactions, firewall, intrusion detection / prevention, anti-virus, anti-spyware and anti-fraud systems? Yes No

38. In the last two years, has the company sustained unscheduled system downtime, a denial of service, a successful intrusion attempt, electronic fraud, unauthorized disclosure, theft or loss of data, tampering, or unauthorized installation of a keylogger, rootkit, or backdoor program? Yes No

If yes, describe the event on an attachment, including the timeframe for detection, the impact to customers and the controls established to prevent subsequent events.

39. Is the time on all systems synchronized to facilitate analysis of logs? Yes No

40. Does the company have an intrusion detection or prevention system that protects critical systems, including but not limited to Internet banking and related systems? Yes No

41. Is anti-virus software properly installed and maintained on personal computers, critical servers and other hardware that is directly connected to the company network, including hardware of affiliates, vendors and business partners? Yes No

42. Does each system display a banner notifying users that activity is monitored and that the system is restricted to authorized use only? Yes No

43. How is the integrity of security logs preserved for potential use in legal proceedings?

- Following formal incident response procedures (**Attach a copy.**)
- Oversight by forensic specialist - Name / title or vendor name: _____
- Other: _____
- Not addressed at this time

44. Is an appropriately trained IT security team available 24x7 to respond to viruses, unauthorized access and other security incidents? Yes No

45. Describe here, or on an attachment, any compensating security controls for questions answered "no" in Section IV:

V. AUDITS AND REVIEW

46. Are annual audits of physical, procedural and technical security controls performed by an independent security auditing organization with a CISSP or CISA certified practitioner on staff? Yes No
If "yes", name the vendor security organization(s):

47. Are vulnerability tests conducted at least annually on the following to make sure they perform as expected:

- a.) External firewall? Yes No
- b.) Intrusion detection / prevention systems? Yes No
- c.) Website authentication services? Yes No
- d.) Website software? Yes No
- e.) Website servers and customer database servers? Yes No

48. Have all significant security risks identified by audit deficiencies, regulatory criticisms, vulnerability tests or exploited vulnerabilities been remediated? Yes No

If "no", indicate outstanding items and status of remediation on an attachment.

49. Is the individual in 12 responsible for reporting the status of the program to executive management and / or the board of directors and if so, what is the frequency?

No Longer than annually Annually Quarterly Monthly

50. At what frequency are information security and privacy policies reviewed and updated to reflect changes in business process, use of technology, new technology or software, security best-practices, and the regulatory environment?

Monthly Quarterly Annually Longer than Annually

51. Does the information security program use a formal scoring or prioritization process for managing information security risks? Yes No

52. Within the last 12 months has the computer obtained an updated SAS70 Type II or other security audit for each vendor with access to electronic customer information? Yes No
 No vendors with access

53. Is the individual in 12 responsible for monitoring the effectiveness of security procedures and controls? Yes No

54. Describe here, or on an attachment, any compensating security controls for questions answered "no" in Section V:

VI. INSURANCE COVERAGES AND UNDERWRITING INFORMATION

1. Do you currently have the prior or current insurance coverage listed below?

Coverage Type	Yes	No	Insurer	Limits	Deductible	Policy Period
Employment Liability						
Fiduciary Liability						
D&O Liability						
Trust Errors and Omissions Liability						
Internet and Electronic Banking Liability for FI						
Bankers Professional Liability						
Bankers Blanket Bond						

2. Coverage Requested

Coverage Type	Desired Limit	Desired Deductible
Internet and Electronic Banking Coverage		

3. Additional Underwriting Materials Requested

As part of this application, please attach the following:

- Attach proof of certification, if applicable (question 24)
- Attach a description of previous security events (questions 22, 38)
- Attach a description of outstanding risks and status of remediation efforts (question 48)
- Attach a description of compensating controls (questions 15, 27, 38, 45, 54)

4. Additional Underwriting Materials that may be Requested

As part of this application review process, CIC may request the following:

- Attach a representative sample of the information security provisions of third party vendor contracts (question 30)
- Attach photocopy of website privacy policy and security statements (question 17)
- Attach a photocopy of executive summary of the recent independent security audit for each vendor (question 52)
- Attach a photocopy of security incident response procedures (question 43)
- Attach a photocopy of the executive summary of the most recent independent IT security audit (question 46)

VII. PRIOR KNOWLEDGE / WARRANTY DECLARATIONS

1. No claim which, if insurance had been in force similar to that now applied for, which would have fallen within the scope of such insurance, has been made or is now pending against any person proposed for insurance in the capacity of either Director, Officer or employee of the above-stated Company, except as follows (if answer is none, so indicate):

2. No person proposed for this insurance is cognizant of any act, error, or omission which he has reason to suppose might afford valid grounds for any future claim such as would fall within the scope of the proposed insurance, except as follows (if answer is none, so state):

3. The Company and / or its Directors and Officers and employees have not been involved in or have any knowledge of any anti-trust, tax, or copyright litigation or government regulatory or administrative proceedings, except as follows (if answer is none, so indicate):

4. No fact, circumstance or situation indicating the probability of a claim or action against which indemnification would be afforded by the proposed insurance is now known by any person(s) or entity(ies) proposed for this insurance other than that which is disclosed in this Proposal. It is agreed by all concerned that if there be knowledge of any such fact, circumstance, or situation, any claim subsequently emanating therefrom shall be excluded from coverage under the proposed insurance.

The undersigned authorized agent of the person(s) and entity(ies) proposed for this insurance for the purpose of this Proposal warrants that to the best of his knowledge the statements herein are true; and it is agreed that this Proposal shall be the basis of the contract and be deemed incorporated therein should the insurer evidence its acceptance of this Proposal by issuance of a policy. This Proposal will be attached to and will become part of such policy, if issued.

Attached and made a part of this Proposal by reference is one copy of each of the following: the Company's most recent Annual Report and Statement of Condition to Stockholders, certified provisions of the Charter or Bylaws covering Indemnification of Directors and Officers, and Notice to Stockholders and Proxy Statement for either the last or the next annual meeting.

The Cincinnati Insurance Company is hereby authorized to make any investigation, inquiry and on-site security review in connection with this Proposal as it deems necessary.

The undersigned authorizes the release of claim information from any prior insurer to The Cincinnati Insurance Company.

Signing this Proposal does not bind the Company or The Cincinnati Insurance Company to complete the insurance.

PLEASE REVIEW CAREFULLY. Except to such extent as may be otherwise in the policy, the policy for which this Proposal is being made is limited for ONLY CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED WHILE THE POLICY IS IN FORCE.

NOTICE TO OHIO APPLICANTS: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE / SHE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

WARNING: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS (VT: MAY BE COMMITTING A CRIME SUBJECTING) THE PERSON TO CRIMINAL AND (NY: SUBSTANTIAL) CIVIL PENALTIES. IN THE DISTRICT OF COLUMBIA, LOUISIANA, MAINE, TENNESSEE, VIRGINIA AND WASHINGTON, INSURANCE BENEFITS MAY ALSO BE DENIED.

Signed: _____
Chairman of the Board, President or comparable officer

Printed Name: _____

Title: _____

Date: _____

Signed: _____
Information Security Officer or comparable officer

Printed Name: **#####**

Title: _____

Date: _____

Agent's Signature **Date**

Agency and Code Number

**THE CINCINNATI INSURANCE COMPANY
RENEWAL PROPOSAL FOR
CINCINNATI'S "BLUE CHIP" INSURANCE PROGRAM
FOR FINANCIAL INSTITUTIONS**

INTERNET AND ELECTRONIC BANKING COVERAGE (PART VI)

GENERAL INFORMATION

1. Name of company and names of all owned subsidiaries: _____

2. Mailing Address: _____
3. List all website URL's and static IP addresses utilized by the company and its subsidiaries:

4. Identify the consumer or commercial services that will be available within the year at the addresses listed in 3 above:
- | | | | |
|--|--|---|---------------------------------------|
| <input type="checkbox"/> Account Management | <input type="checkbox"/> Trust Services | <input type="checkbox"/> Brokerage Advisory | <input type="checkbox"/> Bill Payment |
| <input type="checkbox"/> Investment Banking | <input type="checkbox"/> Insurance Agency | <input type="checkbox"/> Submission of Loan / Credit Card Application | |
| <input type="checkbox"/> None (Web content only) | <input type="checkbox"/> Change of Address | <input type="checkbox"/> Funds Transfer | <input type="checkbox"/> Other: _____ |
5. Names, titles and phone numbers of individuals assigned by the board to be responsible for implementation of the information security program:

6. Name, title, phone number and e-mail address of the individual or vendor responsible for website security:
- Individual from 5 above: _____
- Vendor contact information: _____
7. List any non-banking professional services provided by the company:

Sections I - V should be completed by the Information Security Officer

I. INFORMATION SECURITY AND COMPLIANCE PROGRAMS

8. List the qualifications of the individuals in 5 above relevant to information security:
- | | |
|--|----------------|
| <input type="checkbox"/> Education | Explain: _____ |
| <input type="checkbox"/> Certification | Explain: _____ |
| <input type="checkbox"/> Experience | Explain: _____ |
9. What methods do security staff use to stay informed of information security issues that effect the industry, including but not limited to security incidents, new security threats / risks / vulnerabilities, malware outbreaks, new security technologies, new laws and security standards:

- Management involvement in CISO roundtables
- Involvement in information security organizations or associations
- Receipt of automated vulnerability / threat alerts from non-profit security organizations or associations
- Daily review of information security websites
- Receipt of customized security alerts from security vendor
- Receipt of automated security announcements from current vendors
- Other: _____

10. Do those who can access customer data, including employees, board members, on site vendors and independent contractors, receive annual information security and privacy training that includes: Yes No
- how to identify and report information security vulnerabilities and incidents
 - classification and appropriate use of information
 - appropriate use of Internet, e-mail, IM, file downloads, personally owned devices, wireless
11. Does the company have written information security policies or procedures that address: Yes No
- a.) Confidentiality, availability and integrity of information as required by regulations, statutes and standards that are applicable to the company, which may include CAN-SPAM, COPPA, FCRA, FTC guidance, HIPAA, PCI, security breach notification laws, SOX and international law? Yes No
 - b.) Gramm-Leach-Bliley Act per 16 C.F.R. Part 314 Yes No
 - c.) Employee sanctions for security policy violations? Yes No
 - d.) Development and implementation of secure information systems including software and hardware? Yes No
12. Name and e-mail address of the individual in 5 above responsible for receiving and coordinating responses to significant information security incidents and formally responding to information security audit findings:
- _____
13. Has a qualified attorney reviewed: Yes No
- a.) The Company privacy policy and website privacy policy? Yes No
 - b.) The legal requirements of the applicable regulations, statutes and standards from 11? Yes No
 - c.) Website content for intellectual property violations or other intellectual property issues, including searchable content, domain names, and third party content linked to or in frames? Yes No
14. Are security recommendations from hardware and software vendors implemented, including installation of critical security patches? Yes No
15. Describe here, or on an attachment, any compensating security controls for questions answered "no" in Section I:
- _____
- _____

II. INTERNET AND ELECTRONIC BANKING

16. What percentage of consumer and commercial customers use the company website?
- 1 - 25% 26 - 50% 51 - 75% 75 - 100%
17. Does the company post a compliant privacy policy on its website that accurately describes its privacy practices? Yes No
18. Are customer electronic transactions and funds transfers, both interactive and batch, protected from unauthorized modifications by reasonable and appropriate use of the following: encrypted transmission and storage, verification of questionable activity or failed access, multi-factor authentication for customers, non-repudiation controls, two-factor authentication of support personnel, and database integrity controls? Yes No
19. Are customers using the website advised how to protect their accounts, non-public information, or financial transactions? Yes No
20. Does the company have technical and procedural controls to protect customers from phishing, pharming and similar attacks? Yes No
21. Identify any services provided by vendors to support the company Internet banking site such as website development / hosting, security, monitoring, incident response, backend processing. List any software packages purchased for core processing or Internet banking services.

Vendor name and associated services / software: _____

22. How many times in the last five years has the company, its website or other computer system been a specific target of an electronic attack such as phishing, pharming, website vandalism, denial of service or keylogger?
 None Once Two or more
- If once or more, describe the event on an attachment, including the timeframe for detection, the impact to customers and the controls established to prevent subsequent events.**
23. Are procedures and / or technologies in place to assure the availability of customer website services and funds transfer services during hardware / software failures, physical disasters, system performance degradations, denial of service attacks, or disruptions of power or communications services? Yes No
24. Which certifications, if any, does the information security program, privacy program or website currently hold?
Attach proof of certification.
 VeriSign eTrust CyberTrust ISO270001
 TRUSTe PCI Other: _____
25. Does the company have a network firewall that is properly maintained to:
a.) Separate company hardware accessible from the Internet from hardware that stores customer data? Yes No
b.) Separate hardware that stores customer data from any non-production systems? Yes No
c.) Deny use of ports that are not currently authorized for use? Yes No
d.) Protect workstations from Internet threats? Yes No
26. If employees, customers, vendors or other individuals remotely access systems that are in an internal network segment, are they required to use two-factor authentication, encrypted transmissions and a workstation firewall? Yes No
27. Describe here, or on an attachment, any compensating security controls for questions answered "no" in Section II:

III. ACCESS TO SYSTEMS AND DATA

28. Is each individual employee, board member, customer, vendor and independent contractor required to have a unique login account to access computing systems that may contain customer data? Yes No
a.) Does each account have an associated personal identification number (PIN) or unique password? Yes No
b.) Are all passwords encrypted when electronically stored and transmitted? Yes No
c.) Are individuals provided procedures describing how to protect accounts and passwords? Yes No
29. Are individuals, including employees, board members, IT support personnel, customers, vendors and independent contractors, granted access to confidential and transactional information only as required, and is access revoked when no longer required? Yes No
30. If service providers or other third parties have on-site, off-site or remote access to electronic customer data, are they required by written agreement to implement security controls designed to meet the objectives of the company's information security program, including training, access controls, monitoring, third party audits, and notifying the company of security incidents involving customer data? Yes No
31. Do you require vendors to maintain insurance for misconduct, errors, omissions and negligence? Yes No
32. Are reasonable and appropriate controls in place to protect login accounts, which may include, but are not limited to password expirations, account lockout for attempted use of incorrect password, minimum password length, inactive account time-out, disablement of unused accounts, multifactor authentication, and policies against sharing accounts / passwords? Yes No
33. Are computing systems designed, developed and configured to restrict access to only authorized users and support personnel? Yes No
34. Are formal procedures in place to control changes to production systems, including software and hardware? Yes No
35. Is customer information that is stored on mobile devices or electronic media encrypted when it is off site? Yes No

36. Describe here, or on an attachment, any compensating security controls for questions answered "no" in Section III:

IV. MONITORING AND INCIDENT RESPONSE

37. Are procedures in place to generate, regularly analyze, respond to and preserve the following security logs to detect unauthorized activity: network access, website access, customer Internet banking database access, restricted transactions, corrected / revised financial transactions, firewall, intrusion detection / prevention, anti-virus, anti-spyware and anti-fraud systems? Yes No

38. In the last two years, has the company sustained unscheduled system downtime, a denial of service, a successful intrusion attempt, electronic fraud, unauthorized disclosure, theft or loss of data, tampering, or unauthorized installation of a keylogger, rootkit, or backdoor program? Yes No

If yes, describe the event on an attachment, including the timeframe for detection, the impact to customers and the controls established to prevent subsequent events.

39. Is the time on all systems synchronized to facilitate analysis of logs? Yes No

40. Does the company have an intrusion detection or prevention system that protects critical systems, including but not limited to Internet banking and related systems? Yes No

41. Is anti-virus software properly installed and maintained on personal computers, critical servers and other hardware that is directly connected to the company network, including hardware of affiliates, vendors and business partners? Yes No

42. Does each system display a banner notifying users that activity is monitored and that the system is restricted to authorized use only? Yes No

43. How is the integrity of security logs preserved for potential use in legal proceedings?

- Following formal incident response procedures (**Attach a copy.**)
- Oversight by forensic specialist - Name / title or vendor name: _____
- Other: _____
- Not addressed at this time

44. Is an appropriately trained IT security team available 24x7 to respond to viruses, unauthorized access and other security incidents? Yes No

45. Describe here, or on an attachment, any compensating security controls for questions answered "no" in Section IV:

V. AUDITS AND REVIEW

46. Are annual audits of physical, procedural and technical security controls performed by an independent security auditing organization with a CISSP or CISA certified practitioner on staff? Yes No
If "yes", name the vendor security organization(s):

47. Are vulnerability tests conducted at least annually on the following to make sure they perform as expected:

- a.) External firewall? Yes No
- b.) Intrusion detection / prevention systems? Yes No
- c.) Website authentication services? Yes No
- d.) Website software? Yes No
- e.) Website servers and customer database servers? Yes No

48. Have all significant security risks identified by audit deficiencies, regulatory criticisms, vulnerability tests or exploited vulnerabilities been remediated? Yes No

If "no", indicate outstanding items and status of remediation on an attachment.

49. Is the individual in 12 responsible for reporting the status of the program to executive management and / or the board of directors and if so, what is the frequency?

No Longer than annually Annually Quarterly Monthly

50. At what frequency are information security and privacy policies reviewed and updated to reflect changes in business process, use of technology, new technology or software, security best-practices, and the regulatory environment?

Monthly Quarterly Annually Longer than Annually

51. Does the information security program use a formal scoring or prioritization process for managing information security risks? Yes No

52. Within the last 12 months has the computer obtained an updated SAS70 Type II or other security audit for each vendor with access to electronic customer information? Yes No
 No vendors with access

53. Is the individual in 12 responsible for monitoring the effectiveness of security procedures and controls? Yes No

54. Describe here, or on an attachment, any compensating security controls for questions answered "no" in Section V:

VI. INSURANCE COVERAGES AND UNDERWRITING INFORMATION

1. Do you currently have the prior or current insurance coverage listed below?

Coverage Type	Yes	No	Insurer	Limits	Deductible	Policy Period
Employment Liability						
Fiduciary Liability						
D&O Liability						
Trust Errors and Omissions Liability						
Internet and Electronic Banking Liability for FI						
Bankers Professional Liability						
Bankers Blanket Bond						

2. Coverage Requested

Coverage Type	Desired Limit	Desired Deductible
Internet and Electronic Banking Coverage		

3. Additional Underwriting Materials Requested

As part of this application, please attach the following:

- Attach proof of certification, if applicable (question 24)
- Attach a description of previous security events (questions 22, 38)
- Attach a description of outstanding risks and status of remediation efforts (question 48)
- Attach a description of compensating controls (questions 15, 27, 38, 45, 54)

4. Additional Underwriting Materials that may be Requested

As part of this application review process, CIC may request the following:

- Attach a representative sample of the information security provisions of third party vendor contracts (question #30)
- Attach photocopy of website privacy policy and security statements (question #17)
- Attach a photocopy of executive summary of the recent independent security audit for each vendor (question #52)
- Attach a photocopy of security incident response procedures (question #43)
- Attach a photocopy of the executive summary of the most recent independent IT security audit (question #46)

Attached and made a part of this Renewal Proposal by reference is one copy of each of the following: the Company's most recent Annual Report and Statement of Condition to Stockholders, certified provisions of the Charter or Bylaws covering Indemnification of Directors and Officers, and Notice to Stockholders and Proxy Statement for either the last or the next annual meeting.

The Cincinnati Insurance Company is hereby authorized to make any investigation, inquiry and on-site security review in connection with this Renewal Proposal as it deems necessary.

The undersigned authorizes the release of claim information from any prior insurer to The Cincinnati Insurance Company.

Signing this Renewal Proposal does not bind the Company or The Cincinnati Insurance Company to complete the insurance.

PLEASE REVIEW CAREFULLY. Except to such extent as may be otherwise in the policy, the policy for which this Renewal Proposal is being made is limited for ONLY CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED WHILE THE POLICY IS IN FORCE.

NOTICE TO FLORIDA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

NOTICE TO OHIO APPLICANTS: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE / SHE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

WARNING: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS (VT: MAY BE COMMITTING A CRIME SUBJECTING) THE PERSON TO CRIMINAL AND (NY: SUBSTANTIAL) CIVIL PENALTIES. IN THE DISTRICT OF COLUMBIA, LOUISIANA, MAINE, TENNESSEE, VIRGINIA AND WASHINGTON, INSURANCE BENEFITS MAY ALSO BE DENIED.

Signed: _____
Chairman of the Board, President or comparable officer

Signed: _____
Information Security Officer or comparable officer

Printed Name: _____

Printed Name: _____
#####

Title: _____

Title: _____

Date: _____

Date: _____

Agent's Signature

Date

Agency and Code Number

Agent's Name and License Number (Florida only)

FINANCIAL INSTITUTIONS BLUE CHIP POLICY

PART I

DIRECTORS AND OFFICERS LIABILITY AND COMPANY COVERAGE FOR FINANCIAL INSTITUTIONS

In consideration of the payment of the premium, in reliance on all statements in the "proposal" and all other information provided to us and subject to all the provisions of this policy, including the General Declarations, the Part I Declarations and Coverage Part V General Provisions, we and the "insureds" agree as set forth below.

SECTION I - INSURING AGREEMENTS

- A. We will pay on behalf of the "directors and officers" all "loss" which they shall be legally obligated to pay, except for such "loss" which the "company" actually pays as indemnification, resulting from any "claim" first made during the "policy period", or any "extended reporting period" included in or endorsed to the policy, for a "wrongful act".
- B. We will pay on behalf of the "company" all "loss" which the "company" is required to pay as indemnification to the "directors and officers" resulting from any "claim" first made during the "policy period", or any "extended reporting period" included in or endorsed to the policy, for a "wrongful act".
- C. We will pay on behalf of the "company" all "loss" which the "company" is required to pay resulting from any "claim" first made during the "policy period", or any "extended reporting period" included in or endorsed to the policy, against the "company" for a "wrongful act".

We will have the right and duty to defend the "insureds" against any such "claim".

SECTION II - EXCLUSIONS

We are not liable to pay, indemnify or defend any "claim":

- A. Based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged violation of the Employee Retirement Income Security Act of 1974 as amended or any rules, regulations or orders promulgated thereunder or any similar provisions of any federal, state or local statutory or common law in connection with any pension or welfare plan established for the benefit of employees of the "company"; or
- B. Brought or maintained by, on behalf of or at the behest of any of the "insureds", or any entity under common control with the "company"; provided, however, this exclusion does not apply to:
 - 1. Any "claim" brought or maintained as a derivative action on behalf of the "company" by one or more persons who are not "directors and officers" and who bring and maintain the "claim" without the solicitation, assistance or participation of any of the "insureds" or any entity under common control with the "company"; or
 - 2. Any "claim" brought or maintained by any of the "insureds" or any entity under common control with the "company" for contribution or indemnity, if such "claim" for contribution or indemnity directly results from another "claim" covered by this Coverage Part; or
- C. Based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any "wrongful act" in the discharge of the duties of the "directors and officers" as a director, officer, trustee, employee or member of any entity other than the "company", even if directed or requested to serve such other entity by the "company"; provided, however, this exclusion shall not apply to the extent:
 - 1. Such "claim" is based on the service of any of the "directors and officers" as a director, officer, governor, trustee or in an executive position equivalent to the foregoing in any "outside organization" if the service is performed at the direction of the "company" or with the consent and knowledge of the "company"; and
 - 2. The "loss" resulting from such "claim" is not indemnified by the "outside organization" or any of its insurers; or
- D. Based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged violation of:

1. The Securities Act of 1933 as amended or the Securities Exchange Act of 1934 as amended; or
 2. Any state Blue Sky or other state securities law applicable to publicly held shares; or
 3. Any rule, regulation or order issued pursuant to any of the statutes set forth in Exclusions **II.D.1.** or **II.D.2.** of this Coverage Part, or any federal or state common law concerning such acts, laws, rules, regulations or orders; or
- E.** For legal liability arising by virtue of the "company" purchasing or participating in any loan or transaction in the nature of a loan not originating with the "company", or for that portion of any "claim" representing the principal amount plus interest of any loan or transaction in the nature of a loan originating with the "company"; or
- F.** Brought or maintained by or at the behest of any federal or state government or government entity except if the government or government entity is acting solely in the capacity of a customer or client or on behalf of a customer or client of the "company"; or
- G.** Based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving depreciation (or failure to appreciate) in value of any investments, including but not limited to securities, commodities, currencies, leased products or services, options, derivatives and futures transactions, or as a result of any actual or alleged representation, guarantee or warranty provided by or on behalf of any of the "insureds" as to the performance of any such investments; or
- H.** For the reimbursement of fees, commissions, costs or other charges paid or payable to any of the "insureds", or based upon allegations against any of the "insureds" of excessive fees, commissions, costs or other charges; or
- I.** For legal liability arising from or contributed to by any failure to provide insurance of any kind, whether such failure concerns the amount, existence or adequacy of such insurance or otherwise; provided, however, that this exclusion shall not apply to any "loss" due solely to negligence on the part of any of the "insureds" in failing to effect or maintain a specific insurance in accordance with the specific prior instructions of a customer or client of the "company"; or
- J.** Based upon, arising out of directly or indirectly resulting from or in consequence of, or in any way involving any actual or attempted merger, purchase or acquisition of another entity by the "company" or any purchase or sale transactions in the shares of the "company" except to the extent that any of the "insureds" is acting upon the specific prior instructions of a customer or client of the "company"; or
- K.** Based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:
1. Underwriting, syndicating or promoting any security, or any investment banking activity; or
 2. Rendering advice or recommendations regarding any actual, attempted or threatened: merger, acquisition, divestiture, tender offer, proxy contest, leveraged buy-out, going private transaction, bankruptcy, reorganization, restructuring, recapitalization, spin-off, offering of securities, dissolution or sale of substantially all of the assets or stock of an entity; or
 3. The rendering of a fairness opinion, or any proprietary trading, or any acquisition or sale of securities by the "company" for its own account; or
- L.** Based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the bankruptcy of, insolvency of, or suspension of payment by any bank or banking firm, any broker or dealer in securities or commodities, any insurance company, or any other financial institution.

The "wrongful act" of any one of the "insureds" shall not be imputed to any other of the "insureds" for the purpose of determining the applicability of the above Exclusions.

SECTION III - LIMIT OF INSURANCE AND DEDUCTIBLES

- A.** We will pay 100% of "loss" in excess of the applicable Deductible amount set forth in the Part I Declarations up to the Limit of Insurance set forth in the Part I Declarations.
- B.** In the event a single "claim" is covered under more than one Insuring Agreement, the Deductibles set forth in the Part I Declarations shall be applied separately to the part of the "loss" resulting from such "claim" covered by each Insuring Agreement and the sum of the Deductibles so applied shall constitute the Deductible for each single "claim"; provided, however, the total Deductible as finally determined shall in no event exceed the largest of the applicable Deductibles. Notwithstanding the aforementioned, the deductible applicable to Insuring Agreement **I.B.** shall apply to "loss" payable under any of the Insuring Agreements for which indemnification by the "company" is legally permissible whether or not actual indemnification is granted. The Deductible shall be paid by the "insureds". Any "loss" paid by us within

the Deductible shall be reimbursed by the "insureds" within 30 days of our written request for such reimbursement.

- C. "Defense costs" shall be part of and not in addition to the Limit of Insurance set forth in the Part I Declarations. "Defense costs" we pay shall reduce the Limit of Insurance. "Defense costs" paid by the "insureds" shall be applied against the Deductible.
- D. Our maximum aggregate liability for all "loss" resulting from all "claims" under this Coverage Part shall be the Limit of Insurance set forth in the Part I Declarations.

SECTION IV - DEFINITIONS

Where set forth in quotes in this Coverage Part, whether in singular or in plural, the following terms shall have the meanings indicated.

- A. "Claim" means any proceeding initiated against any of the "insureds" before any governmental body which is legally authorized to render an enforceable judgment or order for money damages or other relief, including any appeal from such proceeding.
- B. "Company" means the "insured entity" and any "subsidiary".
- C. "Directors and officers" means:
 - 1. All persons who were, now are, or shall be directors or officers of the "company"; and
 - 2. The lawful spouse of a director or officer, but only to the extent such person is a party to any "claim" solely in such person's capacity as a spouse of a director or officer of the "company" and only if the "claim" seeks damages recoverable from marital community property, property jointly held by the director or officer and the spouse, or property transferred from the director or officer to the spouse, including their estates, heirs, legal representatives or assigns in the event of their death, incapacity or bankruptcy.
- D. "Insureds" means the "company" and the "directors and officers".
- E. "Loss" means the total amount of monetary damages which the "insureds" become legally obligated to pay on account of any "claim" for a "wrongful act" with respect to which coverage hereunder applies, including damages, judgments, settlements, and "defense costs".

"Loss" shall not include:

 - 1. Taxes, criminal or civil fines, or penalties imposed by law; or
 - 2. Punitive or exemplary damages or any multiplied damage award in excess of the amount so multiplied; or
 - 3. Any matter deemed uninsurable under the law pursuant to which this Coverage Part shall be construed.
- F. "Outside organization" means any non-profit corporation, community chest, fund or foundation other than the "company", which is described in Section 501(c)(3) of the Internal Revenue Code of 1986 as amended, and is exempt from federal income taxation.
- G. "Professional services" means the activities allowed under the law and regulations governing financial institutions which are performed for or on behalf of any client or customer of the "company".
- H. "Subsidiary" means any entity which is more than 50% owned by the "insured entity" of Coverage Part I directly or indirectly at the Coverage Part inception date.
- I. "Wrongful act" means any actual or alleged error, misstatement, misleading statement, act, omission, neglect or breach of duty committed, attempted or allegedly committed or attempted on or after the Retroactive Date, if any, set forth in the Part I Declarations and prior to the end of the "policy period" by:
 - 1. Any of the "directors and officers" in the discharge of their duties solely in their capacity as a director or officer of the "company"; or
 - 2. Any officers of the "company" who are "directors and officers" in the discharge of their duties solely in their capacity as a director, officer, governor, trustee or in an executive position equivalent to the foregoing in any "outside organization" if the service is performed at the direction of the "company" or with the consent and knowledge of the "company"; or
 - 3. The "company" in the performance of "professional services".

PART II
EMPLOYMENT PRACTICES LIABILITY COVERAGE
FOR FINANCIAL INSTITUTIONS

In consideration of the payment of the premium, in reliance on all statements in the "proposal" and all other information provided to us and subject to all the provisions of this policy, including the General Declarations, the Part II Declarations and Coverage Part V General Provisions, we and the "insureds" agree as set forth below.

SECTION I - INSURING AGREEMENT

We will pay on behalf of the "insureds" all "loss" which they shall be legally obligated to pay resulting from any "claim" first made during the "policy period", or any "extended reporting period" included in or endorsed to the policy, for a "wrongful act". We will have the right and duty to defend the "insureds" against any such "claim".

SECTION II - EXCLUSIONS

This insurance does not apply to:

- A.** "Loss" incurred by the "insured" in making physical changes, modifications, alterations, or improvements as part of an accommodation pursuant to the Americans With Disabilities Act or similar provisions of any federal, state or local statutory or common law; provided, however, this exclusion does not apply to "defense costs"; or
- B.** Any "claim" based upon, arising out of, or attributable to any actual or alleged violation of any of the responsibilities, obligations, or duties imposed by the:
1. Employee Retirement Income Security Act of 1974; or
 2. Fair Labor Standards Act (except the Equal Pay Act); or
 3. National Labor Relations Act (including the Labor Management Relations Act of 1947); or
 4. Worker Adjustment and Retraining Notification Act; or
 5. Consolidated Omnibus Budget Reconciliation Act of 1985; or
 6. Occupational Safety and Health Act; or
- any amendments to or rules, regulations or orders promulgated pursuant to these laws, or similar provisions of any federal, state, or local statutory or common law. However, this exclusion shall not apply to a "claim" for retaliatory treatment of a person with respect to actual or threatened disclosures by such person of any actual or alleged violation of the Fair Labor Standards Act or the Occupational Safety and Health Act by an "insured"; or
- C.** Any "claim" based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged obligation of any "insured" under any workers' compensation, unemployment insurance, social security, disability benefits or similar law, or derivative actions arising out of any of these. However, this exclusion shall not apply to any "claim" for retaliatory treatment by an "insured" due to the exercise of rights granted under any such law.

With respect to determining the applicability of the above Exclusions, no "wrongful act" or knowledge possessed by an "insured" shall be imputed to any other "insured" to determine if coverage is available, except that facts regarding a "wrongful act" or knowledge possessed by the level of management responsible for making policy with regard to a "wrongful act" will be imputed to the "insured entity".

SECTION III - LIMIT OF INSURANCE AND DEDUCTIBLE

- A.** The Limits of Insurance shown in the Part II Declarations and the rules below fix the most we will pay regardless of the number of:
1. "Insureds" under this Coverage Part; or
 2. "Claims" made or suits brought on account of "wrongful acts" or otherwise; or
 3. Persons or organizations making "claims" or bringing suits.
- B.** Our liability shall apply only to that part of each covered "loss" which is excess of the Deductible amount specified in the Part II Declarations and such Deductible amount shall be borne by the "insureds".

- C. "Defense costs" incurred by us or by the "insured" with our written consent are part of and not in addition to the Limit of Insurance set forth in the Part II Declarations. Our payment of "defense costs" reduces the Limit of Insurance.
- D. Our maximum aggregate liability for all "loss" resulting from all "claims" under this Coverage Part shall be the Limit of Insurance set forth in the Part II Declarations.

SECTION IV - SUPPLEMENTARY PAYMENTS

We will pay with respect to any "claim" we defend:

- A. The cost of any appeal bond, attachment bond, or any similar bond, but only for bond amounts within the applicable Limit of Insurance; provided, however, we do not have to furnish these bonds; and
- B. All reasonable expenses incurred by the "insured" at our request to assist us in the investigation or defense of the "claim", including actual loss of earnings up to \$250 a day because of time off from work; and
- C. Prejudgment interest awarded against the "insured" on that part of the judgment we pay; provided, however, if we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer; and
- D. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will not reduce the Limits of Insurance

SECTION V - DEFINITIONS

Where set forth in quotes in this Coverage Part, whether in singular or in plural, the following terms shall have the meanings indicated.

- A. "Benefits" means perquisites, fringe benefits, payments in connection with a "employee" benefit plan and any other payment, other than salary or wages, to or for the benefit of an "employee" arising out of the employment relationship.
- B. "Claim" means a civil, administrative or arbitration proceeding commenced by the service of a complaint or charge, which is brought by any past, present or prospective "employee(s)" of the "insured entity" against any "insured" for:
 - 1. Wrongful termination of employment; or
 - 2. Breach of any oral or written employment contract or quasi-employment contract except for that part of any express contract of employment or an express obligation to make payments in the event of the termination of employment; or
 - 3. Employment related misrepresentation; or
 - 4. Violation of any federal, state or local law that concerns employment discrimination including sexual harassment involving unwelcome sexual advances, requests for sexual favors or other verbal or physical acts of a sexual nature that:
 - a. Are made a condition of employment; or
 - b. Are used as a basis for employment decisions; or
 - c. Create a work environment that interferes with performance; or
 - 5. Wrongful failure to employ or promote; or
 - 6. Wrongful discipline; or
 - 7. Wrongful deprivation of a career opportunity; or
 - 8. Negligent evaluation; or
 - 9. Employment related "personal injury"; or
 - 10. Wrongful failure to grant tenure; or
 - 11. Employment related wrongful infliction of emotional distress; or
 - 12. Violation of the Family Medical Leave Act;

including any actual or alleged assault, battery, loss of consortium, negligent hiring, supervision, promotion or retention in connection with subparagraphs **1.** through **12.** above.

- C.** "Employee" includes, but is not limited to, part-time, seasonal, volunteer or contingent workers as determined by federal, state or local law.
- D.** "Executive officer" means a person holding any of the officer positions created by the "insured entity's" charter, constitution, by-laws or any other similar governing document.
- E.** "Insureds" means:
- 1.** If the "insured entity" is:
 - a.** An individual, the individual and such individual's spouse, but only with respect to the conduct of a business of which the individual is sole owner; or
 - b.** A partnership or joint venture, the partnership or joint venture and its past and present members and partners and their spouses, but only with respect to the conduct of the partnership's or joint venture's business; or
 - c.** A limited liability company, the limited liability company, its past and present members, but only with respect to the conduct of the limited liability company's business, and its past and present managers, but only with respect to their duties as managers of the limited liability company; or
 - d.** An organization other than a partnership, joint venture or limited liability company, the organization, its past and present "executive officers" and directors, but only with respect to their duties as officers or directors of the organization, and its past and present stockholders, but only with respect to their liability as stockholders; and
 - 2.** The past and present "employees" of the "insured entity" (other than **(a)** the "executive officers" of an "insured entity" that is not a partnership, joint venture or limited liability company and **(b)** the managers of an "insured entity" that is a limited liability company), but only for acts within the scope of their employment with the "insured entity" or while performing duties related to the conduct of the "insured entity's" business; and
 - 3.** The estates, heirs, legal representatives or assigns of "insureds" who are deceased or have been declared incompetent.
- F.** "Loss" means the total amount of monetary damages which the "insureds" become legally obligated to pay on account of any "claim" for a "wrongful act" with respect to which coverage hereunder applies, including damages, judgments, settlements, and "defense costs".
- "Loss" shall not include civil or criminal fines or penalties imposed by law, punitive or exemplary damages, the multiplied portion of multiplied damages, any amount for which an "insured" is not financially liable, compensation earned in the course of employment but not paid by an "insured", or matters which are deemed uninsurable under the law pursuant to which this Coverage Part shall be construed.
- "Loss" shall not include (other than "defense costs"):
- 1.** "Benefits" or the equivalent value, however, this provision does not apply to "loss" resulting solely from wrongful termination of employment; or
 - 2.** Amounts which arise out of, are based upon, or are attributable to the employment reinstatement of the claimant by an "insured" or the continued employment of the claimant; or
 - 3.** Front pay, future damages or other future economic relief or the equivalent thereof, if the "insured" is ordered in accordance with a judgment or other final adjudication but fails to reinstate the claimant as an "employee".
- G.** "Personal injury" means injury, other than bodily injury, arising out of one or more of the following offenses:
- 1.** False arrest, detention or imprisonment; or
 - 2.** Oral or written publication of material that libels or slanders a past, present or prospective "employee"; or
 - 3.** Invasion of a past, present or prospective "employee's" right of privacy.
- H.** "Subsidiary" means any entity which is more than 50% owned by the "insured entity" of Coverage Part II directly or indirectly at the Coverage Part inception date.

- I. "Wrongful act" means any actual or alleged error, misstatement, misleading statement, act, omission, neglect or breach of duty committed, attempted or allegedly committed or attempted on or after the Retroactive Date, if any, set forth in the Part II Declarations and prior to the end of the "policy period" by an "insured" or any person for whose acts the "insured" is legally liable.

PART III
TRUSTEE AND FIDUCIARY LIABILITY AND EMPLOYEE BENEFITS ADMINISTRATION
COVERAGE FOR FINANCIAL INSTITUTIONS

In consideration of the payment of the premium, in reliance on all statements in the "proposal" and all other information provided to us and subject to all the provisions of this policy, including the General Declarations, the Part III Declarations and Coverage Part V General Provisions, we and the "insureds" agree as set forth below.

SECTION I - INSURING AGREEMENT

We will pay on behalf of the "insureds" all "loss" which they shall be legally obligated to pay resulting from any "claim" first made during the "policy period", or any "extended reporting period" included in or endorsed to the policy, for a "wrongful act". We will have the right and duty to defend the "insureds" against any such "claim".

SECTION II - EXCLUSIONS

- A.** We are not liable to pay, indemnify or defend any "claim":
1. Arising out of the failure to effect or maintain any insurance or bonds or to effect or maintain adequate limits of coverage of insurance or bond on the assets or obligations of the "plan"; or
 2. Based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged obligation of any "insured" under any workers' compensation, unemployment insurance, social security, disability benefits or similar law; or
 3. Which also falls under Coverage Part II unless the "claim" is for discrimination in violation of the Employee Retirement Income Security Act of 1974 as amended; or
 4. Based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the service of any of the "insureds" as a fiduciary or administrator of any plan other than the "plan" or the status of any of the "insureds" as a fiduciary of such other plan.
- B.** We are not liable to pay for or indemnify that part of "loss" other than "defense costs":
1. Based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the failure to collect contributions owed by an employer to the "plan" unless such failure is due to the negligence of any of the "insureds"; or
 2. Which constitutes the return or reversion of any contributions or assets of the "plan" to an employer.

The "wrongful act" of any of the "insureds" shall not be imputed to any other of the "insureds" for the purpose of determining the applicability of the above Exclusions.

SECTION III - LIMIT OF INSURANCE AND DEDUCTIBLE

- A.** We will pay 100% of "loss" in excess of the Deductible amount set forth in the Part III Declarations up to the Limit of Insurance set forth in the Part III Declarations.
- B.** The Deductible amount set forth in the Part III Declarations shall apply to each and every "claim". The Deductible shall be paid by the "insureds".
- C.** "Defense costs" shall be part of and not in addition to the Limit of Insurance set forth in the Part III Declarations. "Defense costs" we pay shall reduce the Limit of Insurance. "Defense costs" paid by the "insureds" shall be applied against the Deductible.
- D.** Our maximum aggregate liability for all "loss" resulting from all "claims" under this Coverage Part shall be the Limit of Insurance set forth in the Part III Declarations.

SECTION IV - DEFINITIONS

Where set forth in quotes in this Coverage Part, whether in singular or in plural, the following terms shall have the meanings indicated.

- A.** "Administration" means:
1. Giving counsel to participants or beneficiaries of the "plan"; and
 2. Interpreting the "plan"; and

3. Handling records of the "plan"; and
 4. Effecting enrollment, termination, or cancellation of participants under the "plan".
- B.** "Claim" means any proceeding initiated against any of the "insureds" before any governmental body which is legally authorized to render an enforceable judgment or order for money damages or other relief, including any appeal from such proceeding. "Claim" shall not include any criminal proceeding or any internal appeal process provided for in the "plan" documents or otherwise required by law.
- C.** "Insureds" means:
1. The "plan"; and
 2. The "sponsor"; and
 3. Any past, present, or future director, officer, or employee of the "sponsor" or of the "plan" while acting in their capacities as such; and
 4. Any individual trustee named in Item 9. of the "proposal" while acting in a fiduciary capacity for the "plan" provided such individual trustee is not prohibited by law from acting as a fiduciary and is not a firm, corporation, or partnership,
- including their estates, heirs, legal representatives or assigns in the event of their death, incapacity or bankruptcy.
- D.** "Loss" means the total amount of monetary damages which the "insureds" become legally obligated to pay on account of any "claim" for a "wrongful act" with respect to which coverage hereunder applies, including damages, judgments, settlements, and "defense costs".
- "Loss" shall not include:
1. Taxes, criminal or civil fines, or penalties imposed by law except for the 5% or less or 20% or less civil penalties imposed upon any of the "insureds" as a fiduciary under Sections 502(i) or 502(l), respectively, of the Employee Retirement Income Security Act of 1974 as amended; or
 2. Punitive or exemplary damages or any multiplied damage award in excess of the amount so multiplied; or
 3. Any matter deemed uninsurable under the law pursuant to which this Coverage Part shall be construed; or
 4. Any amount for which the "insureds" are not financially liable whether the "insureds" are absolved from payment by any covenant, agreement, court order or otherwise; or
 5. Benefits due or to become due under the terms of the "plan" except to the extent that recovery for such benefits is based on a "wrongful act" and the payment constitutes a personal obligation of the "insured".
- E.** "Plan" means any employee benefit plan named in the "proposal" and all future plans provided the "insureds" provide written notice to us of the acquisition of such plan within 60 days of such acquisition and pay any additional premium required.
- F.** "Sponsor" means the "insured entity" and any "subsidiary".
- G.** "Subsidiary" means any entity which is more than 50% owned by the "insured entity" of Coverage Part III directly or indirectly at the Coverage Part inception date.
- H.** "Wrongful act" means:
1. Any actual or alleged breach of fiduciary duty, neglect, error, misstatement, misleading statement, omission or other act done or wrongfully attempted by the "insureds" in the discharge of their duties solely in their capacity as:
 - a. A fiduciary of the plan (as the term fiduciary is defined in the Employee Retirement Income Security Act of 1974 and amendments thereto) in connection with the management and/or administration of the "plan" or assets of the "plan"; or
 - b. An authorized agent of the "sponsor" with respect to the "administration" of the "plan"; or
 2. Any matter claimed against any of the "insureds" solely by reason of their fiduciary capacity with the "plan" or by reason of their capacity as authorized agent of the "sponsor" with respect to the "administration" of the "plan";

provided the breach of fiduciary duty, neglect, error, misstatement, misleading statement, omission or other act or the conduct that is the subject of such matter was committed, attempted or allegedly committed or attempted on or after the Retroactive Date, if any, set forth in the Part III Declarations and prior to the end of the "policy period".

PART IV
TRUST DEPARTMENT ERRORS AND OMISSIONS COVERAGE
FOR FINANCIAL INSTITUTIONS

In consideration of the payment of the premium, in reliance on all statements in the "proposal" and all other information provided to us and subject to all the provisions of this policy, including the General Declarations, the Part IV Declarations and Coverage Part V General Provisions, we and the "insureds" agree as set forth below.

SECTION I - INSURING AGREEMENT

We will pay on behalf of the "insureds" all "loss" which they shall be legally obligated to pay resulting from any "claim" first made during the "policy period", or any "extended reporting period" included in or endorsed to the policy, for a "wrongful act". We will have the right and duty to defend the "insureds" against any such "claim".

SECTION II - EXCLUSIONS

- A.** We are not liable to pay, indemnify or defend any "claim" based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving actual or alleged:
1. Discrimination by any of the "insureds" or by any person for whose actions the "insureds" are legally responsible; or
 2. Conflict of interest or bad faith acts by any of the "insureds" or by any person for whose actions the "insureds" are legally responsible; or
 3. Violation of the responsibilities, obligations or duties as a receiver, trustee in bankruptcy, or assignee for the benefit of creditors; or
 4. Disputes involving fees or charges for the services of the "insureds"; or
 5. Mechanical, electronic or programming malfunction of business machines or systems; or
 6. Failure to effect or maintain any insurance or bond including the failure to effect or maintain adequate limits of coverage of insurance or bond on the assets or third party liability of any customer or client; or
 7. Bankruptcy of or suspension of payment by any bank or banking firm or any broker or dealer in securities or commodities; or
 8. Error in funding or method of funding, or failure to fund any plan or trust; or
 9. Violation of federal or state securities laws; or
 10. Bankruptcy or insolvency of the "company"; or
 11. Violation of the Employee Retirement Income Security Act of 1974 as amended or any rules, regulations or orders promulgated thereunder or any similar provisions of any federal, state or local statutory or common law in connection with any pension or welfare plan established for the benefit of employees of the "company"; or
 12. Depreciation or failure to appreciate in value of any investments or representation, guarantee or warranty by or on behalf of any of the "insureds" concerning the performance of such investments; or
 13. Act, error or omission involving the merger, purchase or acquisition of another entity by the "company" or any purchase or sale transaction in the shares of the "company" except to the extent that the purchase or sale was made with the specific prior instructions of a customer or client of the "company".
- B.** We are not liable to pay, indemnify or defend any "claim":
1. Brought or maintained by, on behalf of or at the behest of any security holder of the "company" if the "claim" is in any way related to any interest in the security; or
 2. Brought or maintained by, on behalf of or at the behest of any of the "insureds", or any entity under common control with the "company"; provided, however, this exclusion does not apply to any "claim" brought or maintained by any of the "insureds" or any entity under common control with the

"company" for contribution or indemnity, if such "claim" for contribution or indemnity directly results from another "claim" covered by this Coverage Part; or

3. Brought or maintained by or at the behest of any federal or state government or government entity except if the government or government entity is acting solely in the capacity of a customer or client or on behalf of a customer or client of the "company".

The "wrongful act" of any one of the "insureds" shall not be imputed to any other of the "insureds" for the purpose of determining the applicability of the above Exclusions.

SECTION III - LIMIT OF INSURANCE AND DEDUCTIBLE

- A. We will pay 100% of "loss" in excess of the Deductible amount set forth in the Part IV Declarations up to the Limit of Insurance set forth in the Part IV Declarations.
- B. The Deductible amount set forth in the Part IV Declarations shall apply to each and every "claim". The Deductible shall be paid by the "insureds".
- C. "Defense costs" shall be part of and not in addition to the Limit of Insurance set forth in the Part IV Declarations. "Defense costs" we pay shall reduce the Limit of Insurance. "Defense costs" paid by the "insureds" shall be applied against the Deductible.
- D. Our maximum aggregate liability for all "loss" resulting from all "claims" under this Coverage Part shall be the Limit of Insurance set forth in the Part IV Declarations.

SECTION IV - DEFINITIONS

Where set forth in quotes in this Coverage Part, whether in singular or in plural, the following terms shall have the meanings indicated.

- A. "Claim" means any proceeding initiated against any of the "insureds" before any governmental body which is legally authorized to render an enforceable judgment or order for money damages or other relief, including any appeal from such proceeding.
- B. "Company" means the "insured entity" and any "subsidiary".
- C. "Directors, officers and employees" means all persons who were, now are, or shall be directors, officers or employees of the "company", including their estates, heirs, legal representatives or assigns in the event of their death, incapacity or bankruptcy.
- D. "Insureds" means the "company" and the "directors, officers and employees".
- E. "Loss" means the total amount of monetary damages which the "insureds" become legally obligated to pay on account of any "claim" for a "wrongful act" with respect to which coverage hereunder applies, including damages, judgments, settlements, and "defense costs".

"Loss" shall not include:

1. Taxes, criminal or civil fines, or penalties imposed by law; or
 2. Punitive or exemplary damages or any multiplied damage award in excess of the amount so multiplied; or
 3. Any matter deemed uninsurable under the law pursuant to which this Coverage Part shall be construed; or
 4. Any amount which is not otherwise reimbursable to the "insureds" by the trust, estate, plan, fund, or similar entity for which the "insureds" were acting as a fiduciary.
- F. "Subsidiary" means any entity which is more than 50% owned by the "insured entity" of Coverage Part IV directly or indirectly at the Coverage Part inception date.
 - G. "Trust services" means the activities of the "insureds" for or on behalf of any client or customer of the "company" solely in their capacity as:
 1. Executor or administrator of estates, administrator of guardianships, or trustee under personal or corporate trust agreements; or
 2. Custodian, depository, or managing agent for securities or real property; attorney-in-fact; escrow agent; transfer or dividend disbursing agent; registrar, fiscal, or paying agent; tax withholding agent; exchange agent; redemption or subscription agent; or warrant agent; and only to the extent they are performing functions usually performed by the trust department of a bank.

- H. "Wrongful act" means any actual or alleged error, misstatement, misleading statement, act, omission, neglect or breach of duty committed, attempted or allegedly committed or attempted on or after the Retroactive Date, if any, set forth in the Part IV Declarations and prior to the end of the "policy period" by the "insureds" in the performance of "trust services".

PART V

GENERAL PROVISIONS APPLICABLE TO ALL COVERAGE PARTS FORMING THIS POLICY

Throughout this policy, the words "we", "us" and "our" refer to The Cincinnati Insurance Company.

SECTION I - EXCLUSIONS

We are not liable to pay, indemnify or defend any "claim":

- A.** Based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:
1. The actual, alleged, or threatened discharge, dispersal, seepage, migration, emission, release or escape of "pollutants"; or
 2. Any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize "pollutants", including but not limited to "claims" alleging damage to a "policy insured";
- provided, however, this exclusion shall not apply to any "claim" under Coverage Part II for retaliatory treatment of a person with respect to actual or threatened disclosures by such person of matters described in Exclusion I.A.1. or I.A.2. above; or
- B.** Based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:
1. Any "wrongful act" or any fact, circumstance or situation which has been the subject of any notice given prior to the "policy period" under any other policy; or
 2. Any other "wrongful act" whenever occurring, which, together with a "wrongful act" which has been the subject of such notice, would constitute "interrelated wrongful acts"; or
- C.** Based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any of the "policy insureds" or any person for whose actions the "policy insureds" are legally responsible committing in fact any deliberately fraudulent, dishonest, criminal or malicious act or omission or willful or reckless violation of any statute, rule, regulation, agreement, or judicial or regulatory order; or
- D.** For the return by any of the "policy insureds" of any remuneration paid to such "policy insureds" if payment of such remuneration shall be held by the court to have been in violation of law, provided, however, this exclusion shall not apply to any "claim" under Coverage Part II; or
- E.** Based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any of the "policy insureds" or any person for whose actions the "policy insureds" are legally responsible gaining in fact any profit or advantage to which they were not legally entitled, provided, however, this exclusion shall not apply to any "claim" under Coverage Part II; or
- F.** Based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any "wrongful act" committed, attempted or allegedly committed or attempted prior to the "policy period" of the applicable Coverage Part if:
1. Prior to the earlier of the following dates:
 - a. The inception of the applicable Coverage Part, or
 - b. The inception of the original Coverage Part of which the applicable Coverage Part is a renewal or replacement,any of the "policy insureds" knew or should have reasonably foreseen that such "wrongful act" might be the basis of a "claim"; or
 2. There is a previous policy under which the "policy insureds" are entitled to coverage for such "claim"; or
- G.** Based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any prior and/or pending litigation as of the Prior and/or Pending Date stated in the Declarations for the applicable Coverage Part or any fact, circumstance, situation, transaction or event underlying or alleged in such litigation, regardless of the legal theory asserted in such "claim"; or
- H.** For actual or alleged:

1. Bodily injury, sickness, disease, or death of any person, assault, battery, mental anguish, or emotional distress; or
2. "Property damage", including but not limited to physical injury, loss of or loss of use of currency or any negotiable or non-negotiable instruments or contracts representing money; or
3. Invasion of privacy, wrongful entry, eviction, false arrest, false imprisonment, malicious prosecution, libel, slander or defamation; or
4. Interference with or damage to business reputation;

provided, however, with respect to Coverage Part II, this exclusion shall apply only to "claims" for actual or alleged bodily injury, sickness, disease, or death of any person or "property damage"; or

- I. Based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving legal liability assumed by any of the "policy insureds" under the terms, conditions or warranties of any oral or written contract or agreement, or by virtue of any waiver or release from liability of any third party, except to the extent:
 1. The liability would have attached to any such "policy insureds" in the absence thereof; or
 2. With respect to any "claim" under Coverage Part III, the liability was assumed in accordance with the agreement or declaration of trust pursuant to which the "plan" was established; or
- J. Based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the hazardous properties, including radioactive, toxic or explosive properties, of any nuclear material. Nuclear material means any source material, special nuclear material, or byproduct materials as those terms are defined under the Atomic Energy Act of 1954 or any amendments thereto.

With respect to determining the applicability of the above Exclusions, no "wrongful act" or knowledge possessed by any one of the "policy insureds" shall be imputed to any other of the "policy insureds" to determine if coverage is available, except that facts regarding a "wrongful act" or knowledge possessed by the level of management responsible for making policy with regard to a "wrongful act" will be imputed to the "insured entity".

SECTION II - LIMITS OF INSURANCE, DEDUCTIBLES, MULTIPLE CLAIMS AND EXHAUSTION

- A. If a single "claim" is covered under more than one Coverage Part, then our maximum liability for all "loss" resulting from such "claim" shall be the largest applicable Limit of Insurance available under any one of the applicable Coverage Parts.
- B. The Deductibles for each Coverage Part apply separately to the respective Coverage Parts. If a single "claim" is covered under more than one Coverage Part, the applicable Deductibles shall be applied separately to the part of the "claim" covered by each Coverage Part and the sum of the Deductibles so applied shall constitute the total Deductible for such "claim".
- C. If the aggregate Limit of Insurance for a particular Coverage Part is exhausted, then all of our obligations under that Coverage Part shall be deemed to be completely fulfilled and extinguished as of the date of such exhaustion.
- D. The Limits of Insurance of each Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the "policy period" set forth in the Declarations of each respective Coverage Part, unless the "policy period" of the respective Coverage Part is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period of the respective Coverage Part for purposes of determining the Limits of Insurance.
- E. Regardless of the number of policies or Coverage Parts involved, all "claims" based upon or arising out of the same "wrongful act" or any "interrelated wrongful acts" shall be considered a single "claim". Each "claim" shall be deemed to be first made at the earliest of the following times:
 1. When notice of the earliest "claim" arising out of such "wrongful acts" or "interrelated wrongful acts" is received in writing by a "policy insured" or by us, whichever comes first; or
 2. When notice pursuant to Section V of the General Provisions of a "wrongful act" giving rise to such "claim" is given.
- F. In the event that more than one of the "policy insureds" is included in the same "claim", the total amount of "loss" resulting from such "claim" and the Deductible shall be apportioned pro-rata among the "policy insureds" in proportion to their respective "loss" unless otherwise mutually agreed upon by the "policy insureds" and us.

SECTION III - DUTIES OF THE POLICY INSURED IN THE EVENT OF A CLAIM

As a condition precedent to coverage under this policy:

- A.** The "policy insureds" shall give us written notice of any "claim" made against any of the "policy insureds" for a "wrongful act" as soon as practicable, and shall give such information and cooperation as we may reasonably require, including but not limited to a description of the "claim", the nature of the alleged "wrongful act", the nature of the alleged injury, the names of the claimants, and the manner in which the "policy insureds" first became aware of the "claim". As soon as practicable, the "policy insureds" shall furnish us with copies of reports, investigations, pleadings and other papers in connection with the "claim";
- B.** The "policy insureds" shall provide us with all information, assistance and cooperation which we reasonably request and agree that in the event of a "claim" the "policy insureds" will do nothing which may prejudice our position or our potential or actual rights of recovery;
- C.** The "policy insureds" shall not settle any "claim", incur any "defense costs" or otherwise assume any obligation or admit any liability with respect to any "claim" without our prior written consent, which shall not be unreasonably withheld. We shall be entitled to full information and all particulars we may request in order to reach a decision as to such consent. We shall not be liable for any settlement, "defense costs", assumed obligation or admission to which we have not consented.

SECTION IV - DEFENSE, INVESTIGATION AND SETTLEMENT

- A.** We will have the right and duty to defend the "policy insureds" against any "claim"; however, we will have no duty to defend the "policy insureds" against any "claim" seeking damages to which this insurance does not apply.
- B.** We may make any investigation we deem necessary and may, with the consent of the "policy insureds" named in connection with the "claim", make any settlement of any "claim" we deem expedient. If the "policy insureds" withhold consent to such settlement, our liability for all "loss" in connection with such "claim" shall not exceed the amount for which we could have settled such "claim" plus "defense costs" which have accrued up to the date such settlement was proposed in writing by us to the "policy insureds" subject to the provisions concerning Limits of Insurance, Multiple Claims and Deductibles of this policy.
- C.** Our right and duty to defend end when we have used up the applicable Limit of Insurance in the defense and/or payment of judgments or settlements of covered "claims".

SECTION V - NOTICE OF A WRONGFUL ACT

If prior to the end of the "policy period" of the applicable Coverage Part, any of the "policy insureds" first become aware of a specific "wrongful act" they believe is likely to give rise to a "claim", and if any of the "policy insureds" give us written notice as soon as practicable, but prior to the end of the "policy period" of the applicable Coverage Part, of:

- A.** The specific "wrongful act"; and
- B.** The injury or damage which has or may result therefrom; and
- C.** The circumstances by which the "policy insureds" first became aware thereof,

then any "claim" subsequently made arising out of such "wrongful act" shall be deemed to have been made when notice of the "wrongful act" was first given.

SECTION VI - DIRECTION OF CORRESPONDENCE TO US

All notices and other materials provided to us pursuant to the terms of this policy shall be directed to:

Casualty Claims Manager
The Cincinnati Insurance Company
P.O. Box 145496
Cincinnati, OH 45250-5496

SECTION VII - PROPOSAL

The "proposal" is the basis of this policy and is incorporated in and constitutes a part of this policy. A copy of the "proposal" is attached hereto. It is agreed by the "policy insureds" that the statements in the "proposal" are their representations, that they are material and that this policy is issued in reliance upon the truth of such representations; provided, however, that except for material facts or circumstances known to any person who

subscribed the Application Form, any misstatement or omission in the "proposal" in respect of a specific "wrongful act" or the knowledge of any of the "policy insureds" of any matter which such "policy insured" has reason to believe may give rise to a future "claim" shall not be imputed to any of the other "policy insureds" who is a natural person for purposes of determining the validity of this policy as to such other "policy insureds".

SECTION VIII - CHANGES IN EXPOSURE

A. Change in Ownership of Insured Entity

If during the "policy period" of the applicable Coverage Part:

1. An "insured entity" consolidates with or merges into another entity such that such "insured entity" is not the surviving entity; or
2. Greater than 50% of the assets of an "insured entity" are sold; or
3. Another entity or person or group of entities and/or persons acting in concert acquires more than 50% ownership of an "insured entity",

then, subject to all the other provisions of this policy, coverage under the applicable Coverage Part shall continue to apply to such "insured entity" and its "insureds" until the end of the applicable "policy period" or any applicable "extended reporting period", but only with respect to "claims" for "wrongful acts" committed, attempted or allegedly committed or attempted prior to such transaction. The "named insured" shall give written notice to us as soon as practicable, but in no event later than 90 days after such transaction.

B. Cessation of Subsidiaries

If during the "policy period" of the applicable Coverage Part any entity ceases to be a "subsidiary" as defined in the applicable Coverage Part, then, subject to all the other provisions of this policy, coverage under the applicable Coverage Part shall continue to apply to such entity and its "insureds" until the end of the applicable "policy period" or any applicable "extended reporting period", but only with respect to "claims" for "wrongful acts" committed, attempted or allegedly committed or attempted prior to the date such entity ceases to be a "subsidiary". The "named insured" shall give written notice to us as soon as practicable, but in no event later than 90 days after the entity ceases to be a "subsidiary".

C. Termination of Plan

If prior to or during the "policy period" of Coverage Part III the "sponsor" terminates a "plan", then, subject to all the other provisions of this policy, coverage under Coverage Part III shall continue to apply to such "plan" and its "insureds" until the end of the applicable "policy period" or any applicable "extended reporting period", but only with respect to "claims" for "wrongful acts" committed, attempted or allegedly committed or attempted prior to the date such "plan" was terminated. The "named insured" shall give written notice to us as soon as practicable, but in no event later than 90 days after the "plan" is terminated.

D. Acquisition or Formation of Entity

If during the "policy period" of the applicable Coverage Part an "insured entity" newly acquires or forms another entity (other than a partnership, joint venture or limited liability company) over which such "insured entity" maintains more than 50% ownership and which has no other similar insurance available, for the purpose of coverage under the Coverage Part applicable to such "insured entity", the newly acquired or formed entity shall be deemed to be an "insured entity". However,

1. Coverage is afforded only until the 90th day after the "insured entity" acquires or forms the entity or the end of the "policy period" of the applicable Coverage Part, whichever is earlier; and
2. Coverage does not apply to "claims" for "wrongful acts" committed, attempted or allegedly committed or attempted prior to the date the "insured entity" acquired or formed the entity unless we agree, after presentation of a complete application and all appropriate information, to provide coverage by endorsement for such "claims" and the "named insured" pays any additional premium we require for the endorsement.

SECTION IX - OTHER INSURANCE ISSUED BY ANOTHER INSURER

This insurance is primary except when all or any part of "loss" is also insured under any other prior or current policy. If any other insurance issued by another insurer (with the exception of insurance issued by us, any of our affiliated companies, or any of our predecessors or their affiliated companies) applies to any "claim", then this insurance is excess over that other insurance, whether primary, excess, contingent or on any other basis, unless that other insurance was purchased specifically to apply excess of this policy.

When this policy is excess:

- A. We will have no duty to defend any "claim" when any other insurer has that duty. If another insurer fails to defend and we incur costs as a result of such failure, we will be entitled to the "policy insureds" rights against such other insurer; and
- B. We will pay only our share of the amount of the "loss", if any, that exceeds the sum of:
 - 1. The total amount that all such other insurance would pay for the "loss" in the absence of this policy; and
 - 2. The total of all deductible and self-insured amounts under all such other insurance.

SECTION X - MEDIATION AND ALLOCATION

- A. Any dispute including but not limited to tort claims or contract claims between a "policy insured" and us arising out of or relating to this policy shall be submitted to non-binding mediation prior to commencement of an action between the parties. The mediator shall be chosen by agreement. If the parties cannot agree upon a mediator, the mediator shall be chosen by the American Arbitration Association.
- B. If both "loss" covered by this policy and loss not covered by this policy are incurred, either because a "claim" against a "policy insured" includes both covered and uncovered matters or because a "claim" is made against both a "policy insured" and others, we and the "policy insureds" shall use our best efforts to agree upon a fair and proper allocation of such amount between covered "loss" and uncovered loss.
- C. If we and the "policy insureds" cannot agree as to matters in Section **X.B.** above prior to a judgment or finding in the civil or administrative proceeding dealing with "claims" against the "policy insureds", the parties agree that they will, to the extent it is within their control, require that the allocation between covered "loss" and uncovered loss is made in such civil or administrative proceeding. Such efforts shall include but are not limited to the submission of special interrogatories to the finder of fact in such proceeding. Such efforts shall not require us to become a party to such civil or administrative proceeding.
- D. Notwithstanding Section **X.C.** above, if we and the "policy insureds" cannot agree as to matters in Section **X.B.** above prior to a judgment or finding in any civil or administrative proceeding in which such issues are decided, we may at any time before or after mediation under Section **X.A.** above settle all "claims" against any or all "policy insureds". Following such settlement, any dispute between us and the "policy insureds" as to the proper allocation of covered and uncovered matters under Section **X.B.** above shall be submitted to non-binding mediation prior to the commencement of an action between the parties. In any event, only one mediation as to the same issues shall be required.

SECTION XI - ACTION AGAINST US

- A. No action shall be taken against us unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy and until the obligation of the "policy insureds" to pay shall have been finally determined, either by an adjudication against them or by written agreement of the "policy insureds", the claimant and us. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Bankruptcy or insolvency of a "policy insured" or of a "policy insured's" estate shall not relieve us of any of our obligations hereunder.
- B. No person or organization shall have any right under this policy to join us as a party to any "claim". Neither the "policy insureds" nor their legal representative shall implead us in any "claim".

SECTION XII - SUBROGATION

In the event of any payment under this policy, we shall be subrogated to all of the rights to recovery of the "policy insureds" to the extent of such payment. The "policy insureds" shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents as may be necessary to enable us to effectively bring suit in the name of the "policy insureds".

SECTION XIII - ASSIGNMENT

Assignment of interest under this policy shall not bind us unless our consent is endorsed hereon.

SECTION XIV - CONFORMITY TO STATUTE

Any terms of this policy which are in conflict with the terms of any applicable laws construing this policy are hereby amended to conform to such laws.

SECTION XV - ENTIRE AGREEMENT

By acceptance of this policy, we and the "policy insureds" agree that this policy (including the "proposal") and any written endorsements attached hereto constitute the entire agreement between the parties.

SECTION XVI - REPRESENTATION BY NAMED INSURED

The first "named insured" shall act on behalf of all of the "policy insureds" in purchasing this policy and for any purposes under the policy.

SECTION XVII - CANCELLATION OR NON-RENEWAL

- A.** This policy or any of its Coverage Parts may be cancelled by the first "named insured" at any time by providing written notice to us or by surrendering this policy to us.
- B.** This policy or any of its Coverage Parts may not be cancelled by us for any reason except for non-payment of premium when due. If we cancel the policy or any of its Coverage Parts, written notice shall be provided to the first "named insured" stating when, not less than 10 days thereafter, the cancellation shall be effective. Such notice may be provided by certified mail, other first class mail, facsimile, or courier, at the address stated in Item 1. of the General Declarations, or by delivery. The dispatch of notice shall be sufficient proof of notice and the coverage that is the subject of the cancellation notice shall terminate at the date and hour specified in such notice.
- C.** If this policy or any of its Coverage Parts are cancelled:
 - 1.** By the first "named insured", we shall retain the customary short-rate portion of the premium; or
 - 2.** By us or on our behalf, we shall retain the pro-rata portion of the applicable premium. Payment or tender by us of any unearned premium shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.
- D.** If we elect not to renew this policy or a particular Coverage Part, we shall provide the first "named insured" with no less than 60 days advance notice.
- E.** If any of the foregoing periods of limitation relating to the giving of notice are prohibited or made void by any law controlling the construction thereof, such periods shall be amended so as to equal the minimum period of limitation permitted by such law.

SECTION XVIII - EXTENDED REPORTING PERIODS

- A.** Upon termination of any of the Coverage Parts for any reason, other than cancellation for non-payment of premium, we may provide one or more Extended Reporting Periods as described below.
- B.** The Extended Reporting Periods do not extend the "policy period" or change the scope of coverage provided. They extend the "claims" reporting period.
- C.** The Extended Reporting Periods extend coverage to "claims" first made during the length of time covered by the applicable Extended Reporting Period provided the "wrongful act" was committed, attempted or allegedly committed or attempted prior to the end of the "policy period" of the applicable Coverage Part, and all such "claims" shall be subject to all other terms, conditions and exclusions of the applicable Coverage Part and the General Provisions. Such "claims" must be reported in writing to us prior to the expiration of the applicable Extended Reporting Period.
- D.** A 60-day Basic Extended Reporting Period is automatically provided without additional charge. The Basic Extended Reporting Period starts immediately after the end of the "policy period" of the applicable Coverage Part.

The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance of the applicable Coverage Part. Our total liability shall not exceed the Limit of Insurance shown in the applicable Declarations for the last consecutive annual period and/or any remaining period of less than 12 months in which coverage is provided hereunder.

- E.** A 12-month Supplemental Extended Reporting Period may be available, but only by endorsement and for an extra premium charge. This supplemental period starts when the Basic Extended Reporting Period, as set forth in Section **XVIII.D.** above, ends. The first "named insured" must give us a written request for the Supplemental Extended Reporting Period within 60 days of the termination of this insurance. The Supplemental Extended Reporting Period will not go into effect unless the first "named insured" pays the additional premium promptly when due.

If the Supplemental Extended Reporting Period endorsement is in effect, we will provide a Supplemental Aggregate Limit of Insurance, but only for "claims" first made during the Supplemental Extended

Reporting Period. The Supplemental Aggregate Limit of Insurance will be equal to the dollar amount of the aggregate Limit of Insurance shown in the Declarations for the applicable Coverage Part.

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

1. The exposure insured;
2. Previous types and amounts of insurance; and
3. Other related factors.

The additional premium will not exceed 200% of the expiring annual premium for the applicable Coverage Part.

The Supplemental Extended Reporting Period endorsement shall set forth any terms that differ from the basic coverage applicable to the Supplemental Extended Reporting Period.

- F. Any Extended Reporting Period will immediately terminate on the effective date and hour of any other insurance issued to the "policy insureds" which replaces this insurance. If the first "named insured" notifies us of the effective date of the other insurance, we will send the first "named insured" a refund of any pro-rata unearned premium.

SECTION XIX - COVERAGE TERRITORY

This policy applies to any "claim" for a "wrongful act" committed, attempted or allegedly committed or attempted anywhere.

SECTION XX - DEFINITIONS

Where set forth in quotes in this policy, whether in singular or in plural, the following terms shall have the meanings indicated. Any other terms set forth in quotes in the General Provisions will have the meanings indicated in the applicable Coverage Parts.

- A. "Defense costs" means reasonable and necessary fees, costs, and expenses incurred by us or with our consent on behalf of the "policy insureds" or reimbursed to any of the "policy insureds" by us, resulting solely from the investigation, adjustment, defense and appeal of any "claim".
- "Defense costs" shall not include:
1. With respect to Coverage Part II only, expenses explicitly provided for under Section IV of Coverage Part II; or
 2. Salaries, wages, overhead or expense of our employees or any "policy insureds'" directors, officers or employees, other than that portion of our employed attorneys' fees, salaries and expenses allocated to a specific "claim"; or
 3. Any amount covered by the duty to defend obligation of any other insurer.
- B. "Extended reporting period" means the periods of time described in Section XVIII of the General Provisions.
- C. "Insured entity" means with respect to the coverage under a particular Coverage Part, the entity named in Item 1. of the respective Declarations for such Coverage Part.
- D. "Interrelated wrongful acts" means all causally connected "wrongful acts".
- E. "Named insured" means the entity named in Item 1. of the General Declarations.
- F. "Policy insureds" means the natural persons and entities insured under each respective Coverage Part for which coverage is set forth in the Declarations for the policy, but shall not include any current or past partnership, joint venture or limited liability company unless such partnership, joint venture or limited liability company is shown as an "insured entity" in the Declarations of the applicable Coverage Part.
- G. "Policy period" means the period from the inception date to the expiration date as set forth in Item 3. of the Part I Declarations and Item 2. of the Part II, III and IV Declarations, or to the earlier date of cancellation of the applicable Coverage Part.
- H. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals, petroleum products and their by-products and waste. Waste includes material to be recycled, reconditioned or reclaimed.

"Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment.

I. "Property damage" means:

1. Physical injury to tangible property, including all resulting loss of use of that property; or
2. Loss of or loss of use of tangible property that is not physically injured.

J. "Proposal" means:

1. The Application Form for this policy and any applications for any policies for which this policy provides renewal coverage in whole or in part; and
2. Any materials submitted with the Application Form and such applications, which shall be maintained on file with us and shall be deemed to be attached hereto as if physically attached.

PART VI
INTERNET AND ELECTRONIC BANKING COVERAGE
FOR FINANCIAL INSTITUTIONS

In consideration of the payment of the premium, in reliance on all statements in the "proposal" and all other information provided to us and subject to all the provisions of this policy, including the General Declarations, the Part VI Declarations and Coverage Part V General Provisions, we and the "insureds" agree as set forth below.

SECTION I - INSURING AGREEMENT

We will pay on behalf of the "insureds" all "loss" which they shall be legally obligated to pay resulting from any "claim" first made during the "policy period", or any "extended reporting period" included in or endorsed to the policy, for a "wrongful act". We will have the right and duty to defend the "insureds" against any such "claim".

SECTION II - EXCLUSIONS

We are not liable to pay, indemnify or defend any "claim":

- A.** Based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving failure to effect or maintain any insurance or bond including the failure to effect or maintain adequate limits of coverage of insurance or bond; or
- B.** Based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving a "claim" as defined in Coverage Part II. However, this exclusion shall not apply to any "claim" under Coverage Part II; or
- C.** Based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged violation of the Employee Retirement Income Security Act of 1974 as amended or any rules, regulations or orders promulgated thereunder or any similar provisions of any federal, state or local statutory or common law in connection with any pension or welfare plan established for the benefit of "employees" of the "company"; or
- D.** Brought or maintained by or on behalf of or at the behest of any of the "insureds", or any entity under common control with the "company"; provided, however, this exclusion does not apply to:
 - 1.** Any "claim" brought or maintained as a derivative action on behalf of the "company" by one or more persons who are not "directors, officers and employees" and who bring and maintain the "claim" without the solicitation, assistance, or participation of any of the "insureds" or any entity under common control with the "company"; or
 - 2.** Any "claim" brought or maintained by any of the "insureds" or any entity under common control with the "company" for contribution or indemnity, if such "claim" for contribution or indemnity directly results from another "claim" covered by this Coverage Part; or
- E.** Based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving actual or alleged violation of the Racketeer Influenced and Corrupt Organizations Act as amended or any regulations promulgated thereunder or any similar provisions of any state or federal common law involving any of the foregoing; or
- F.** Based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged violation of:
 - 1.** Any federal, state or foreign securities laws; or
 - 2.** Any rule, regulation or order issued pursuant to any federal, state or foreign securities law or common law concerning such acts, laws, rules, regulations or orders; or
- G.** Based upon, arising out of, directly or indirectly resulting from or in consequence of or in any way involving the rendering or failure to render the following services:
 - 1.** Advice or recommendations provided by the trust department of the "company"; or
 - 2.** Advice or recommendations provided by the "insured" with respect to the sale of insurance or the services of an insurance agent or broker; or
 - 3.** Financial advisory services including investment or financial advice, investment banking or brokerage services; or

- H. Based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the failure of any goods, products or services to perform according to any representation or warranty with respect to durability, fitness, performance, quality, or use; or
- I. Based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving rendering or failure to render any "internet professional services"; or
- J. Based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the inability to use, or lack of performance of software programs; or
- K. Based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving errors or omissions in the entry of "electronic data" maintained within the "insured's computer system"; or
- L. Based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the infringement of patent, trade secret or other intellectual property rights. However, this exclusion shall not apply to any "claim" for infringement of any copyright, trademark, trade name or service mark; or
- M. Based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving actual or alleged violation of any federal, state or local antitrust, restraint of trade, unfair competition or price-fixing law or any rules or regulations promulgated thereunder.

SECTION III - LIMIT OF INSURANCE AND DEDUCTIBLE

- A. We will pay 100% of "loss" in excess of the applicable Deductible amount set forth in Part VI Declarations up to the Limit of Insurance set forth in Part VI Declarations.
- B. The Deductible amount set forth in Part VI Declarations shall apply to each and every "claim". The Deductible shall be paid by the "insureds". Any "loss" paid by us within the Deductible shall be reimbursed by the "insureds" within 30 days of our written request for such reimbursement.
- C. "Defense costs" shall be part of and not in addition to the Limit of Insurance set forth in Part VI Declarations. "Defense costs" we pay shall reduce the Limit of Insurance. "Defense costs" paid by the "insureds" shall be applied against the Deductible.
- D. Our maximum aggregate liability for all "loss" resulting from all "claims" under this Coverage Part shall be the Limit of Insurance set forth in the Part VI Declarations.

SECTION IV - DEFINITIONS

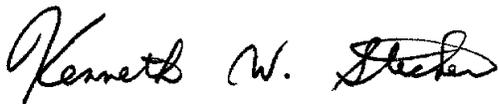
Where set forth in quotes in this Coverage Part, whether in singular or in plural, the following terms shall have the meanings indicated.

- A. "Claim" means any proceeding initiated against any of the "insureds" before any governmental body which is legally authorized to render an enforceable judgment or order for money damages or other relief, including any appeal from such proceeding.
- B. "Company" means the "insured entity" and any "subsidiary".
- C. "Directors, officers and employees" means all persons who were, now are, or shall be directors, officers or employees of the "company", including their estates, heirs, legal representatives or assigns in the event of their death, incapacity or bankruptcy.
- D. "Electronic data" means digital information, facts, images, or sounds stored as or on, created or used on, or transmitted to or from computer software, (including systems and applications software) on electronic storage devices of all type including but not limited to hard or floppy disks, CD-ROMs, DVDs, tapes, drives, flash drives, cells, data processing devices or any other type of media developed which are used with electronically controlled equipment. "Electronic data" does not include the "insured's" "electronic data" licensed, or contractually provided to others. "Electronic data" does not include tangible property.
- E. "Insured" means the "company", and its "directors, officers and employees".
- F. "Insured's computer system" means computers and related peripheral components including, but not limited to, electronic storage devices of all types; systems and applications software; terminal devices; and related communications networks; by which "electronic data" is electronically collected, transmitted, processed, stored and retrieved. "Insured's computer system" is limited to the computer systems owned, licensed or leased to the "company".
- G. "Internet and Electronic Banking Services" means the activities allowed under the law and regulations governing financial institutions which are performed for or on behalf of any client or customer of the

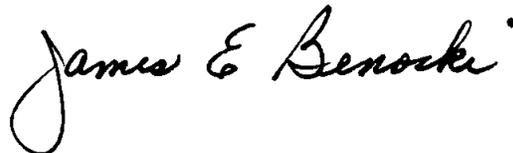
"company" through the transmission of "electronic data" to or from the "company's" internet website or through a private computer network controlled by the "company".

- H.** "Internet professional services" means any of the following services the "insured entity" provides to others including application service provider, domain name registration services, e-commerce transaction services, electronic exchange and auction services, internet hosting services, internet media services, internet service provider service, managed and network security services, public key infrastructure services, search engine services, web portal services, website development, software development and internet access provider.
- I.** "Loss" means the total amount of monetary damages which the "insureds" become legally obligated to pay on account of any "claim" for a "wrongful act" with respect to which coverage hereunder applies, including damages, judgments, settlements and "defense costs".
- "Loss" shall not include:
1. Taxes, criminal or civil fines, or penalties imposed by law; or
 2. Punitive or exemplary damages or any multiplied damage award in excess of the amount so multiplied; or
 3. Any matter deemed uninsurable under the law pursuant to which this Coverage Part shall be construed; or
 4. That portion of "loss" other than "defense costs" that constitutes costs to comply with any non-monetary or injunctive relief of any kind.
- J.** "Subsidiary" means any entity which is more than 50% owned by the "insured entity" of Part **VI** directly or indirectly at the Coverage Part inception date.
- K.** "Wrongful Act" means any actual or alleged error, misstatement, misleading statement, act, omission, neglect or breach of duty committed, attempted or allegedly committed or attempted on or after the Retroactive Date, if any, set forth in Part **VI** Declarations and prior to the end of the "policy period" by the "insureds" in the performance of "Internet and Electronic Banking Services".

In witness whereof, we have caused this policy to be signed by our President and Secretary. This policy shall not be valid unless countersigned on the Declarations by our duly authorized representative. This provision does not apply in Arizona, Virginia and Wisconsin.



Secretary



President

ENDORSEMENT

No. _____

Attached to and Forming Part of Policy Number

Effective date of Endorsement

Issued to

**INTERNET AND ELECTRONIC BANKING COVERAGE
CHANGES TO GENERAL PROVISIONS**

This endorsement modifies insurance provided under the following:

FINANCIAL INSTITUTIONS BLUE CHIP POLICY (PART V - GENERAL PROVISIONS APPLICABLE TO ALL COVERAGE PARTS FORMING THIS POLICY) is amended as follows:

I. SECTION I - EXCLUSIONS, H. is deleted and replaced by the following:

H. For actual or alleged:

1. Bodily injury, sickness, disease, or death of any person, assault, battery, mental anguish, or emotional distress; or
2. "Property damage," including but not limited to physical injury, loss of or loss of use of currency or any negotiable or non-negotiable instruments or contracts representing money; or
3. Invasion of privacy, wrongful entry, eviction, false arrest, fake imprisonment, malicious prosecution, libel, slander or defamation; or
4. Interference with or damage to business reputation;

provided, however, with respect to Coverage Part **II**, this exclusion shall apply only to "claims" for actual or alleged bodily injury, sickness, disease, or death of any person or "property damage";

provided, however, with respect to Coverage Part **VI**, this exclusion shall apply only to "claims" for actual or alleged bodily injury, sickness, disease or death of any person, assault, battery, mental anguish, emotional distress, "property damage", wrongful entry, eviction, false arrest, false imprisonment and malicious prosecution; or

II. SECTION I - EXCLUSIONS is hereby amended to add the following:

We are not liable to pay, indemnify or defend any "claim" based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving a "wrongful act" as defined in Coverage Part **VI**. However, this exclusion shall not apply to any "claim" under Coverage Part **VI**.

All other provisions of the policy remain unchanged except as herein expressly modified.

ENDORSEMENT

No. _____

Attached to and Forming Part of Policy Number

Effective date of Endorsement

Issued to

DEFENSE OUTSIDE LIMITS - PART VI

This endorsement modifies insurance provided under the following:

FINANCIAL INSTITUTIONS BLUE CHIP POLICY (PART VI - INTERNET AND ELECTRONIC BANKING COVERAGE FOR FINANCIAL INSTITUTIONS)

- I. SECTION III - LIMIT OF INSURANCE AND DEDUCTIBLES** is deleted and replaced by the following:
- A.** We will pay 100% of "damages" in excess of the applicable Deductible amount set forth in the Part VI Declarations up to the Limit of Insurance set forth in the Part VI Declarations.
 - B.** The Deductible amount set forth in the Part VI Declarations shall apply to each and every "claim". The Deductible shall be paid by the "insureds". Any "loss" paid by us within the Deductible shall be reimbursed by the "insureds" within 30 days of our written request for such reimbursement.
 - C.** "Defense costs" is in addition to and is not part of the Limit of Insurance set forth in the Part VI Declarations. Payment of "defense costs" by us incurred due to a "claim" shall not serve to reduce the Limit of Insurance set forth in the Part VI Declarations, but we are not obligated to pay any "defense costs" after the Limit of Insurance set forth in the Part VI Declarations has been exhausted by payment of "damages". "Defense costs" paid by the "insureds" shall be applied against the deductible.
 - D.** Our maximum aggregate liability for all "damages" resulting from all "claims" under this Coverage Part shall be the Limit of Insurance set forth in the Part VI Declarations.
- II. SECTION IV - DEFINITIONS** is amended as follows:
- A.** Definition I, "Loss" is deleted and replaced by the following:
 - I.** "Loss" means "damages" and "defense costs". However, "loss" shall not include:
 - 1.** Taxes, criminal or civil fines, or penalties imposed by law; or
 - 2.** Punitive or exemplary damages or any multiplied damage award in excess of the amount so multiplied; or
 - 3.** Any amounts other than "defense costs" which the "insureds" are obligated to pay as a result of a "claim" seeking relief or redress in any form other than monetary damages; or
 - 4.** Any matter deemed uninsurable under the law pursuant to which this Coverage Part shall be construed; or
 - 5.** That portion of "loss" other than "defense costs" that constitutes costs to comply with any non-monetary or injunctive relief of any kind.
 - B.** The following definition is added:

"Damages" means monetary damages that the "insureds" become legally obligated to pay on account of any "claim" for a "wrongful act" with respect to which coverage hereunder applies, including damages, judgments and settlements. However, "damages" shall not include:

 - 1.** Taxes, criminal or civil fines, or penalties imposed by law;
 - 2.** Punitive or exemplary damages or any multiplied damage award in excess of the amount so multiplied; or
 - 3.** Any amounts which the "insureds" are obligated to pay as a result of a "claim" seeking relief or redress in any form other than monetary damages.

All other provisions of the policy remain unchanged except as herein expressly modified.

ENDORSEMENT

No. _____

Attached to and Forming Part of Policy Number

Effective date of Endorsement

Issued to

**INCREASED LIMITS
ENDORSEMENT**

This endorsement modifies insurance provided under the following:

FINANCIAL INSTITUTIONS BLUE CHIP POLICY

Effective _____, in consideration of the net additional premium of \$ _____, it is hereby agreed and understood that:

- 1. Item 4. of the Part I Declarations, Limit of Insurance, shall be amended to read \$ _____ each "claim" and \$ _____ in the aggregate.

It is further agreed and understood that no coverage shall be afforded under this endorsement for any "loss" arising out of the matter or any circumstances surrounding such matter disclosed in item number 2. of the **PRIOR KNOWLEDGE / WARRANTY DECLARATIONS** of the "proposal" referenced below. (Applicable only if so indicated.)

It is further agreed and understood that the statements in the "proposal" for Directors and Officers Liability and Company Coverage signed by _____ and dated _____, a copy of which is attached hereto, are the bases of this endorsement and considered incorporated into and forming part of this policy, but only with respect to the limit of insurance in excess of \$ _____.

- 2. Item 3. of the Part II Declarations, Limit of Insurance, shall be amended to read \$ _____ each "claim" and \$ _____ in the aggregate.

It is further agreed and understood that no coverage shall be afforded under this endorsement for any "loss" arising out of the matter or any circumstances surrounding such matter disclosed in item number 2. of the **PRIOR KNOWLEDGE / WARRANTY DECLARATIONS** of the "proposal" referenced below. (Applicable only if so indicated.)

It is further agreed and understood that the statements in the "proposal" for Employment Practices Liability Coverage signed by _____ and dated _____, a copy of which is attached hereto, are the bases of this endorsement and considered incorporated into and forming part of this policy, but only with respect to the limit of insurance in excess of \$ _____.

- 3. Item 3. of the Part III Declarations, Limit of Insurance, shall be amended to read \$ _____ each "claim" and \$ _____ in the aggregate.

It is further agreed and understood that no coverage shall be afforded under this endorsement for any "loss" arising out of the matter or any circumstances surrounding such matter disclosed in item number 2. of the **PRIOR KNOWLEDGE / WARRANTY DECLARATIONS** of the "proposal" referenced below. (Applicable only if so indicated.)

It is further agreed and understood that the statements in the "proposal" for Trustee and Fiduciary Liability and Employee Benefits Administration Coverage signed by _____ dated _____, a copy of which is attached hereto, are the bases of this endorsement and considered incorporated into and forming part of this policy, but only with respect to the limit of insurance in excess of \$ _____.

4. Item 3. of the Part IV Declarations, Limit of Insurance, shall be amended to read \$ _____ each "claim" and \$ _____ in the aggregate.

It is further agreed and understood that no coverage shall be afforded under this endorsement for any "loss" arising out of the matter or any circumstances surrounding such matter disclosed in item number 2. of the **PRIOR KNOWLEDGE / WARRANTY DECLARATIONS** of the "proposal" referenced below. (Applicable only if so indicated.)

It is further agreed and understood that the statements in the "proposal" for Trust Department Errors and Omissions Coverage signed by _____ and dated _____, a copy of which is attached hereto, are the bases of this endorsement and considered incorporated into and forming part of this policy, but only with respect to the limit of insurance in excess of \$ _____.

5. Item 3. of the Part VI Declarations, Limit of Insurance, shall be amended to read \$ _____ each "claim" and \$ _____ in the aggregate.

It is further agreed and understood that no coverage shall be afforded under this endorsement for any "loss" arising out of the matter or any circumstances surrounding such matter disclosed in item number 2. of the **PRIOR KNOWLEDGE / WARRANTY DECLARATIONS** of the "proposal" referenced below. (Applicable only if so indicated.)

It is further agreed and understood that the statements in the "proposal" for Internet and Electronic Banking Coverage signed by _____ and dated _____, a copy of which is attached hereto, are the bases of this endorsement and considered incorporated into and forming part of this policy, but only with respect to the limit of insurance in excess of \$ _____.

All other provisions of the policy remain unchanged except as herein expressly modified.

ENDORSEMENT

No. _____

Attached to and Forming Part of Policy Number

Effective date of Endorsement

Issued to

POLICY PERIOD AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

FINANCIAL INSTITUTIONS BLUE CHIP POLICY

In consideration of the additional premium of \$ _____, it is hereby agreed and understood that:

- A. Item 3. Policy Period of the **Part I Declarations** is amended to include the period from _____ to _____.
- B. Item 2. Policy Period of the **Part II Declarations** is amended to include the period from _____ to _____.
- C. Item 2. Policy Period of the **Part III Declarations** is amended to include the period from _____ to _____.
- D. Item 2. Policy Period of the **Part IV Declarations** is amended to include the period from _____ to _____.
- E. Item 2. Policy Period of the **Part VI Declarations** is amended to include the period from _____ to _____.

All other provisions of the policy remain unchanged except as herein expressly modified.

ENDORSEMENT

No. _____

Attached to and Forming Part of Policy Number

Effective date of Endorsement

Issued to

SINGLE ANNUAL AGGREGATE LIMIT OF INSURANCE ENDORSEMENT FOR FINANCIAL INSTITUTIONS

This endorsement modifies insurance provided under the following:

FINANCIAL INSTITUTIONS BLUE CHIP POLICY

In consideration of the policy premium it is hereby understood and agreed that:

1. General Declarations is amended by the addition of the following:

Item 3. Limit of Insurance for the Policy (all Coverage Parts combined):

\$ _____ in the aggregate

2. SECTIONS III, A., C. and D. of Coverage Part I are deleted and replaced with the following:

A. We will pay 100% of "loss" in excess of the applicable Deductible amount set forth in the Part I Declarations up to the Limit of Insurance set forth in the Part I Declarations, subject to the Limit of Insurance set forth in Item 3. of the **General Declarations.**

C. "Defense costs" shall be a part of and not in addition to the Limits of Insurance set forth in the Part I Declarations and in Item 3. of the **General Declarations.** "Defense costs" we pay shall reduce such Limits of Insurance. "Defense costs" paid by the "insureds" shall be applied against the Deductible.

D. Our maximum aggregate liability for all "loss" resulting from all "claims" under this Coverage Part shall be the Limit of Insurance set forth in the Part I Declarations, subject to the Limit of Insurance set forth in Item 3. of the **General Declarations.**

3. SECTIONS III, C. and D. of Coverage Part II are deleted and replaced with the following:

C. "Defense costs" incurred by us or by the "insured" with our written consent are part of and not in addition to the Limits of Insurance set forth in the Part II Declarations and in Item 3. of the **General Declarations.** Our payment of "defense costs" reduces such Limits of Insurance.

D. Our maximum aggregate liability for all "loss" resulting from all "claims" shall be the Limit of Insurance set forth in the Part II Declarations, subject to the Limit of Insurance set forth in Item 3. of the **General Declarations.**

4. SECTIONS III, A., C. and D. of Coverage Part III are deleted and replaced with the following:

A. We will pay 100% of "loss" in excess of the Deductible amount set forth in the Part III Declarations up to the Limit of Insurance set forth in the Part III Declarations, subject to the Limit of Insurance set forth in Item 3. of the **General Declarations.**

C. "Defense costs" shall be a part of and not in addition to the Limits of Insurance set forth in the Part III Declarations and in Item 3. of the **General Declarations.** "Defense costs" we pay shall reduce such Limits of Insurance. "Defense costs" paid by the "insureds" shall be applied against the Deductible.

D. Our maximum aggregate liability for all "loss" resulting from all "claims" under this Coverage Part shall be the Limit of Insurance set forth in the Part III Declarations, subject to the Limit of Insurance set forth in Item 3. of the **General Declarations.**

5. SECTIONS III, A., C. and D. of Coverage Part IV are deleted and replaced with the following:

- A. We will pay 100% of "loss" in excess of the Deductible amount set forth in the Part IV Declarations up to the Limit of Insurance set forth in the Part IV Declarations, subject to the Limit of Insurance set forth in Item 3. of the **General Declarations**.
 - C. "Defense costs" shall be a part of and not in addition to the Limits of Insurance set forth in the Part IV Declarations and in Item 3. of the **General Declarations**. "Defense costs" we pay shall reduce such Limits of Insurance. "Defense costs" paid by the "insureds" shall be applied against the Deductible.
 - D. Our maximum aggregate liability for all "loss" resulting from all "claims" under this Coverage Part shall be the Limit of Insurance set forth in the Part IV Declarations, subject to the Limit of Insurance set forth in Item 3. of the **General Declarations**.
6. **SECTIONS III. A., C. and D.** of Coverage Part VI are deleted and replaced with the following:
- A. We will pay 100% of "loss" in excess of the Deductible amount set forth in the Part VI Declarations up to the Limit of Insurance set forth in the Part VI Declarations, subject to the Limit of Insurance set forth in Item 3. of the **General Declarations**.
 - C. "Defense costs" shall be a part of and not in addition to the Limits of Insurance set forth in the Part VI Declarations and in Item 3. of the **General Declarations**. "Defense costs" we pay shall reduce such Limits of Insurance. "Defense costs" paid by the "insureds" shall be applied against the Deductible.
 - D. Our maximum aggregate liability for all "loss" resulting from all "claims" under this Coverage Part shall be the Limit of Insurance set forth in the Part VI Declarations, subject to the Limit of Insurance set forth in Item 3. of the **General Declarations**.
7. **SECTIONS II. C. and D. of GENERAL PROVISIONS APPLICABLE TO ALL COVERAGE PARTS FORMING THIS POLICY** are deleted and replaced with the following:
- C. If the aggregate Limit of Insurance for a particular Coverage Part is exhausted, then all of our obligations under that Coverage Part shall be deemed to be completely fulfilled and extinguished as of the date of such exhaustion. If the Limit of Insurance set forth in Item 3. of the **General Declarations** is exhausted, then all of our obligations under the policy for the remainder of the annual period as described in **SECTION II, D.** below shall be deemed to be completely fulfilled and extinguished as of the date of such exhaustion.
 - D. The Limits of Insurance of each Coverage Part and the Limit of Insurance set forth in Item 3. of the **General Declarations** apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the "policy period" set forth in the Declarations of each respective Coverage Part, unless the "policy period" of the respective Coverage Part is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period of the respective Coverage Part for purposes of determining the Limits of Insurance.
8. **SECTION XVIII. of the GENERAL PROVISIONS APPLICABLE TO ALL COVERAGE PARTS FORMING THIS POLICY** is modified as follows:
- a. Subpart **D.** is deleted and replaced by the following:
 - D. A 60-day Basic Extended Reporting Period is automatically provided without additional charge. The Basic Extended Reporting Period starts immediately after the end of the "policy period" of the applicable Coverage Part.

The Basic Extended Reporting Period does not reinstate or increase either the Limits of Insurance of the applicable Coverage Part or the Limit of Insurance set forth in Item 3. of the **General Declarations**. Our total liability shall not exceed the Limit of Insurance shown in the applicable Declarations for the last consecutive annual period and / or any remaining period of less than 12 months in which coverage is provided hereunder.
 - b. The second paragraph of Subpart **E.** is deleted and replaced by the following:
 - E. If the Supplemental Extended Reporting Period endorsement is in effect, we will provide a Supplemental Aggregate Limit of Insurance, but only for "claims" first made during the Supplemental Extended Reporting Period. The Supplemental Aggregate Limit of Insurance will be equal to the dollar amount of the aggregate Limit of Insurance shown in Item 3. of the **General Declarations** and shall be our maximum aggregate limit of liability for all "loss" resulting from all "claims" first made during the Supplemental Extended Reporting Period.

All other provisions of the policy remain unchanged except as herein expressly modified.

ENDORSEMENT

No. _____

Attached to and Forming Part of Policy Number

Effective date of Endorsement

Issued to

MULTIPLE YEAR AGGREGATE LIMIT OF INSURANCE ENDORSEMENT FOR FINANCIAL INSTITUTIONS

This endorsement modifies insurance provided under the following:

FINANCIAL INSTITUTIONS BLUE CHIP POLICY

In consideration of the policy premium, it is hereby understood and agreed that:

1. General Declarations is amended by the addition of the following:

Item 3. Limit of Insurance for the Policy (all Coverage Parts combined):

\$ _____ in the aggregate

2. SECTIONS III, A., C. and D. of Coverage Part I are deleted and replaced with the following:

- A.** We will pay 100% of "loss" in excess of the applicable Deductible amount set forth in the Part I Declarations up to the Limit of Insurance set forth in the Part I Declarations, subject to the Limit of Insurance set forth in Item 3. of the **General Declarations**.
- C.** "Defense costs" shall be a part of and not in addition to the Limits of Insurance set forth in the Part I Declarations and in Item 3. of the **General Declarations**. "Defense costs" we pay shall reduce such Limits of Insurance. "Defense costs" paid by the "insureds" shall be applied against the Deductible.
- D.** Our maximum aggregate liability for all "loss" resulting from all "claims" under this Coverage Part shall be the Limit of Insurance set forth in the Part I Declarations, subject to the Limit of Insurance set forth in Item 3. of the **General Declarations**.

3. SECTIONS III, C. and D. of Coverage Part II are deleted and replaced with the following:

- C.** "Defense costs" incurred by us or by the "insured" with our written consent are part of and not in addition to the Limits of Insurance set forth in the Part II Declarations and in Item 3. of the **General Declarations**. Our payment of "defense costs" reduces such Limits of Insurance.
- D.** Our maximum aggregate liability for all "loss" resulting from all "claims" shall be the Limit of Insurance set forth in the Part II Declarations, subject to the Limit of Insurance set forth in Item 3. of the **General Declarations**.

4. SECTIONS III, A., C. and D. of Coverage Part III are deleted and replaced with the following:

- A.** We will pay 100% of "loss" in excess of the Deductible amount set forth in the Part III Declarations up to the Limit of Insurance set forth in the Part III Declarations, subject to the Limit of Insurance set forth in Item 3. of the **General Declarations**.
- C.** "Defense costs" shall be a part of and not in addition to the Limits of Insurance set forth in the Part III Declarations and in Item 3. of the **General Declarations**. "Defense costs" we pay shall reduce such Limits of Insurance. "Defense costs" paid by the "insureds" shall be applied against the Deductible.
- D.** Our maximum aggregate liability for all "loss" resulting from all "claims" under this Coverage Part shall be the Limit of Insurance set forth in the Part III Declarations, subject to the Limit of Insurance set forth in Item 3. of the **General Declarations**.

5. SECTIONS III, A., C. and D. of Coverage Part IV are deleted and replaced with the following:

- A. We will pay 100% of "loss" in excess of the Deductible amount set forth in the Part IV Declarations up to the Limit of Insurance set forth in the Part IV Declarations, subject to the Limit of Insurance set forth in Item 3. of the **General Declarations**.
- C. "Defense costs" shall be a part of and not in addition to the Limits of Insurance set forth in the Part IV Declarations and in Item 3. of the **General Declarations**. "Defense costs" we pay shall reduce such Limits of Insurance. "Defense costs" paid by the "insureds" shall be applied against the Deductible.
- D. Our maximum aggregate liability for all "loss" resulting from all "claims" under this Coverage Part shall be the Limit of Insurance set forth in the Part IV Declarations, subject to the Limit of Insurance set forth in Item 3. of the **General Declarations**.
6. **SECTIONS III. A., C., and D.** of Coverage Part VI are deleted and replaced with the following:
- A. We will pay 100% of "loss" in excess of the Deductible amount set forth in the Part VI Declarations up to the Limit of Insurance set forth in the Part VI Declarations, subject to the Limit of Insurance set forth in Item 3. of the **General Declarations**.
- C. "Defense costs" shall be a part of and not in addition to the Limits of Insurance set forth in the Part VI Declarations and in Item 3. of the **General Declarations**. "Defense costs" we pay shall reduce such Limits of Insurance. "Defense costs" paid by the "insureds" shall be applied against the Deductible.
- D. Our maximum aggregate liability for all "loss" resulting from all "claims" under this Coverage Part shall be the Limit of Insurance set forth in the Part VI Declarations, subject to the Limit of Insurance set forth in Item 3. of the **General Declarations**.
7. **SECTIONS II, C, and D.** of the **GENERAL PROVISIONS APPLICABLE TO ALL COVERAGE PARTS FORMING THIS POLICY** are deleted and replaced with the following:
- C. If the aggregate Limit of Insurance for a particular Coverage Part is exhausted, then all of our obligations under that Coverage Part shall be deemed to be completely fulfilled and extinguished as of the date of such exhaustion. If the Limit of Insurance set forth in Item 3. of the **General Declarations** is exhausted, then all of our obligations under the policy shall be deemed to be completely fulfilled and extinguished as of the date of such exhaustion.
- D. The Limits of Insurance of each Coverage Part apply separately to each consecutive "policy period", unless the "policy period" of the respective Coverage Part is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed to be part of the last preceding "policy period" of the respective Coverage Part for purposes of determining Limits of Insurance.
- The Limit of Insurance set forth in Item 3. of the **General Declarations** shall be our maximum aggregate liability for all "loss" resulting from all "claims" under the policy.
8. **SECTION XVIII.** of the **GENERAL PROVISIONS APPLICABLE TO ALL COVERAGE PARTS FORMING THIS POLICY** is modified as follows:
- a. Subpart **D.** is deleted and replaced by the following:
- D. A 60-day Basic Extended Reporting Period is automatically provided without additional charge. The Basic Extended Reporting Period starts immediately after the end of the "policy period" of the applicable Coverage Part.
- The Basic Extended Reporting Period does not reinstate or increase either the Limits of Insurance of the applicable Coverage Part or the Limit of Insurance set forth in Item 3. of the **General Declarations**. Our total liability shall not exceed the Limit of Insurance shown in the applicable Declarations for the last "policy period" in which coverage is provided hereunder.
- b. The second paragraph of Subpart **E.** is deleted and replaced by the following:
- E. If the Supplemental Extended Reporting period endorsement is in effect, we will provide a Supplemental Aggregate Limit of Insurance, but only for "claims" first made during the Supplemental Extended Reporting Period. The Supplemental Aggregate Limit of Insurance will be equal to the dollar amount of the aggregate Limit of Insurance shown in Item 3. of the **General Declarations** and shall be our maximum aggregate limit of liability for all "loss" resulting from all "claims" first made during the Supplemental Extended Reporting Period.

All other provisions of the policy remain unchanged except as herein expressly modified.

**THE
CINCINNATI INSURANCE COMPANY**

P.O. BOX 145496
CINCINNATI, OHIO 45250-5496
513 870-2000

Policy Number: _____

Previous Policy Number: _____

**FINANCIAL INSTITUTIONS BLUE CHIP POLICY
DECLARATIONS**

NOTICE: THIS INSURANCE COVERAGE CONTAINS CLAIMS MADE COVERAGE, THIS INSURANCE IS LIMITED TO "WRONGFUL ACTS" FOR WHICH "CLAIMS" ARE FIRST MADE AGAINST THE "POLICY INSUREDS" DURING THE "POLICY PERIOD". PLEASE READ AND REVIEW THIS INSURANCE CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR AGENT.

THE LIMITS OF INSURANCE AVAILABLE TO PAY DAMAGES, JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED AS "DEFENSE COSTS".

COVERAGE UNDER ANY PARTICULAR COVERAGE PART IS NOT IN FORCE UNLESS THE CORRESPONDING SECTION OF THE DECLARATIONS HAS BEEN COMPLETED.

COVERAGE PARTS

Part I Directors and Officers Liability and Company Coverage

Part II Employment Practices Liability Coverage

Part III Trustee and Fiduciary Liability and Employee Benefits Administration Coverage

Part IV Trust Department Errors and Omissions Coverage

Part V General Provisions Applicable to All Coverage Parts

Part VI Internet and Electronic Banking Coverage

General Declarations

Item 1. Named Insured:

Principal Address:

Item 2. Total Annual Premium for the Policy (all Coverage Parts combined): \$ _____
Premium is payable Annually Semi-Annually Quarterly Prepaid (for Policy Period) as follows:
Advance Premium \$ _____ (includes installment charge of \$ _____)
Each Subsequent Installment \$ _____ (includes installment charge of \$ _____)

Item 3. Forms and endorsements applicable to this Policy at policy inception:

Part I Declarations - Directors and Officers Liability and Company Coverage

Item 1. Insured Entity:

Principal Address:

Item 2. Coverage under the following Insuring Agreements has been purchased:

If Insuring Agreement I.C. is not listed above, coverage under insuring Agreement I.C. of Coverage Part I does not apply and any other references thereto in this policy shall be deemed to be deleted therefrom.

Item 3. Policy Period: from 12:01 a.m. _____ to 12:01 a.m. _____
local time at the address set forth in Item 1. of the General Declarations

Item 4. Limit of Insurance: \$ _____ in the aggregate

Item 5. Deductibles:

Insuring Agreement I.A.: \$ _____ each of the "directors and officers"
each "claim" subject to a
maximum aggregate payment of

\$ _____ each "claim" for all "directors and officers"

Insuring Agreement I.B.: \$ _____ each "claim"

Insuring Agreement I.C.: \$ _____ each "claim"

Item 6. Retroactive Date: _____

Item 7. Prior and / or Pending Date: _____

Item 8. Total Annual Premium for this
Coverage Part: \$ _____

Part II Declarations - Employment Practices Liability Coverage

Item 1. Insured Entity:

Principal Address:

Item 2. Policy Period: from 12:01 a.m. _____ to 12:01 a.m. _____
local time at the address set forth in Item 1. of the General Declarations

Item 3. Limit of Insurance: \$ _____ in the aggregate

Item 4. Deductible: \$ _____ each "claim"

Item 5. Retroactive Date: _____

Item 6. Prior and / or Pending Date: _____

Item 7. Total Annual Premium for this
Coverage Part: \$ _____

Part III Declarations - Trustee and Fiduciary Liability and Employee Benefits Administration Coverage

Item 1. Insured Entity:

Principal Address:

- Item 2. Policy Period: from 12:01 a.m. _____ to 12:01 a.m. _____
local time at the address set forth in Item 1. of the General Declarations
- Item 3. Limit of Insurance: \$ _____ in the aggregate
- Item 4. Deductible: \$ _____ each "claim"
- Item 5. Retroactive Date: _____
- Item 6. Prior and / or Pending Date: _____
- Item 7. Total Annual Premium for this Coverage Part: \$ _____

Part IV Declarations - Trust Department Errors and Omissions Coverage

- Item 1. Insured Entity:

Principal Address:

- Item 2. Policy Period: from 12:01 a.m. _____ to 12:01 a.m. _____
local time at the address set forth in Item 1. of the General Declarations
- Item 3. Limit of Insurance: \$ _____ in the aggregate
- Item 4. Deductible: \$ _____ each "claim"
- Item 5. Retroactive Date: _____
- Item 6. Prior and / or Pending Date: _____
- Item 7. Total Annual Premium for this Coverage Part: \$ _____

Part VI Declarations - Internet and Electronic Banking Coverage

- Item 1. Insured Entity:

Principal Address:

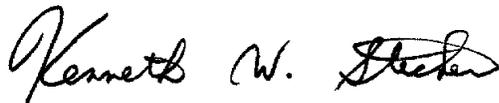
- Item 2. Policy Period: from 12:01 a.m. _____ to 12:01 a.m. _____
local time at the address set forth in Item 1. of the General Declarations
- Item 3. Limit of Insurance: \$ _____ in the aggregate
- Item 4. Deductible: \$ _____ each "claim"
- Item 5. Retroactive Date: _____
- Item 6. Prior and / or Pending Date: _____
- Item 7. Total Annual Premium for this Coverage Part: \$ _____

These Declarations together with the completed "proposal", all applicable Coverage Parts, the General Provisions and any accompanying endorsements shall constitute the contract between the "policy insureds" and The Cincinnati Insurance Company.

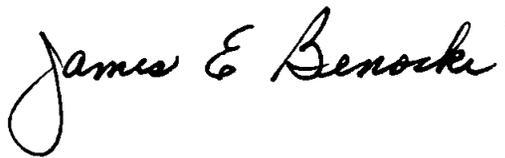
Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Countersigned _____ By _____
(Date) (Authorized Representative)

In witness whereof, we have caused this policy to be signed by our President and Secretary. This policy shall not be valid unless countersigned by our duly authorized representative. This provision does not apply in Arizona, Virginia and Wisconsin.



Secretary



President

**THE
CINCINNATI INSURANCE COMPANY**

P.O. BOX 145496
CINCINNATI, OHIO 45250-5496
513 870-2000

Renewal of Policy Number: _____

**FINANCIAL INSTITUTIONS BLUE CHIP POLICY
RENEWAL CERTIFICATE DECLARATIONS
(THIS CERTIFICATE IS A PART OF YOUR POLICY
AND MUST BE ATTACHED THERETO)**

NOTICE: THIS INSURANCE COVERAGE CONTAINS CLAIMS MADE COVERAGE. THIS INSURANCE IS LIMITED TO "WRONGFUL ACTS" FOR WHICH "CLAIMS" ARE FIRST MADE AGAINST THE "POLICY INSUREDS" DURING THE "POLICY PERIOD". PLEASE READ AND REVIEW THIS INSURANCE CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR AGENT.

THE LIMITS OF INSURANCE AVAILABLE TO PAY DAMAGES, JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED AS "DEFENSE COSTS".

COVERAGE UNDER ANY PARTICULAR COVERAGE PART IS NOT IN FORCE UNLESS THE CORRESPONDING SECTION OF THE DECLARATIONS HAS BEEN COMPLETED.

COVERAGE PARTS

- Part I Directors and Officers Liability and Company Coverage**
- Part II Employment Practices Liability Coverage**
- Part III Trustee and Fiduciary Liability and Employee Benefits Administration Coverage**
- Part IV Trust Department Errors and Omissions Coverage**
- Part V General Provisions Applicable to All Coverage Parts**
- Part VI Internet and Electronic Banking Coverage**

General Declarations

Item 1. Named Insured:

Principal Address:

Item 2. Total Annual Premium for the Policy (all Coverage Parts combined): \$ _____
Premium is payable Annually Semi-Annually Quarterly Prepaid (for Policy Period) as follows:
Advance Premium \$ _____ (includes installment charge of \$ _____)
Each Subsequent Installment \$ _____ (includes installment charge of \$ _____)

Item 3. Forms and endorsements applicable to this Policy at policy inception are the same as the previous Policy Period, unless noted otherwise below:

Part I Declarations - Directors and Officers Liability and Company Coverage

Item 1. Insured Entity:

Principal Address:

Item 2. Coverage under the following Insuring Agreements has been purchased:

If Insuring Agreement I.C. is not listed above, coverage under insuring Agreement I.C. of Coverage Part I does not apply and any other references thereto in this policy shall be deemed to be deleted therefrom.

Item 3. Policy Period: from 12:01 a.m. _____ to 12:01 a.m. _____ local time at the address set forth in Item 1. of the General Declarations

Item 4. Limit of Insurance: \$ _____ in the aggregate

Item 5. Deductibles:

Insuring Agreement I.A.: \$ _____ each of the "directors and officers" each "claim" subject to a maximum aggregate payment of \$ _____ each "claim" for all "directors and officers"

Insuring Agreement I.B.: \$ _____ each "claim"

Insuring Agreement I.C.: \$ _____ each "claim"

Item 6. Retroactive Date: _____

Item 7. Prior and / or Pending Date: _____

Item 8. Total Annual Premium for this Coverage Part: \$ _____

Part II Declarations - Employment Practices Liability Coverage

Item 1. Insured Entity:

Principal Address:

Item 2. Policy Period: from 12:01 a.m. _____ to 12:01 a.m. _____ local time at the address set forth in Item 1. of the General Declarations

Item 3. Limit of Insurance: \$ _____ in the aggregate

Item 4. Deductible: \$ _____ each "claim"

Item 5. Retroactive Date: _____

Item 6. Prior and / or Pending Date: _____

Item 7. Total Annual Premium for this Coverage Part: \$ _____

Part III Declarations - Trustee and Fiduciary Liability and Employee Benefits Administration Coverage

Item 1. Insured Entity:

Principal Address:

Item 2. Policy Period: from 12:01 a.m. _____ to 12:01 a.m. _____ local time at the address set forth in Item 1. of the General Declarations

Item 3. Limit of Insurance: \$_____ in the aggregate

Item 4. Deductible: \$_____ each "claim"

Item 5. Retroactive Date: _____

Item 6. Prior and / or Pending Date: _____

Item 7. Total Annual Premium for this Coverage Part: \$_____

Part IV Declarations - Trust Department Errors and Omissions Coverage

Item 1. Insured Entity:

Principal Address:

Item 2. Policy Period: from 12:01 a.m. _____ to 12:01 a.m. _____ local time at the address set forth in Item 1. of the General Declarations

Item 3. Limit of Insurance: \$_____ in the aggregate

Item 4. Deductible: \$_____ each "claim"

Item 5. Retroactive Date: _____

Item 6. Prior and / or Pending Date: _____

Item 7. Total Annual Premium for this Coverage Part: \$_____

Part VI Declarations - Internet and Electronic Banking Coverage

Item 1. Insured Entity:

Principal Address:

Item 2. Policy Period: from 12:01 a.m. _____ to 12:01 a.m. _____ local time at the address set forth in Item 1. of the General Declarations

Item 3. Limit of Insurance: \$_____ in the aggregate

Item 4. Deductible: \$_____ each "claim"

Item 5. Retroactive Date: _____

Item 6. Prior and / or Pending Date: _____

Item 7. Total Annual Premium for this Coverage Part: \$_____

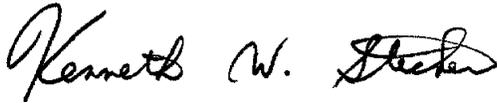
These Declarations together with the completed "proposal", all applicable Coverage Parts, the General Provisions and any accompanying endorsements shall constitute the contract between the "policy insureds" and The Cincinnati Insurance Company.

All the terms and conditions of the previous Policy Period are considered incorporated into the renewal Policy Period stated above, unless any term, or condition is superseded by an updated version of a Coverage Part, endorsement or other policy form, which will be included with this renewal, if any.

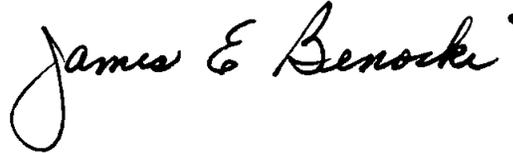
Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Countersigned _____ By _____
(Date) (Authorized Representative)

In witness whereof, we have caused this policy to be signed by our President and Secretary. This policy shall not be valid unless countersigned by our duly authorized representative. This provision does not apply in Arizona, Virginia and Wisconsin.



Secretary



President

SERFF Tracking Number: CNNA-125283636 State: Arkansas
Filing Company: The Cincinnati Insurance Company State Tracking Number: AR-PC-07-026018
Company Tracking Number: CBD-07-6020-AR
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: CBD-07-6020-AR
Project Name/Number: /

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: CNNA-125283636 State: Arkansas
Filing Company: The Cincinnati Insurance Company State Tracking Number: AR-PC-07-026018
Company Tracking Number: CBD-07-6020-AR
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: CBD-07-6020-AR
Project Name/Number: /

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 09/10/2007

Comments:
PROPERTY AND CASUALTY TRANSMITTAL

Attachment:
F777AR_307[1].pdf

Satisfied -Name: FORM FILING SCHEDULE **Review Status:** Approved 09/10/2007

Comments:
FORM FILING SCHEDULE

Attachments:
F778AR_307[1].pdf
F778AR_307[2].pdf

Satisfied -Name: MEMORANDUM **Review Status:** Approved 09/10/2007

Comments:
MEMORANDUM

Attachment:
MEMOF.pdf

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	CBD-07-6020-AR
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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]
--

See Memorandum

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 #: EFT FILING

Amount: \$50

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.)**

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 #	CBD-07-6020-AR			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	CBD-07-6019-AR			
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	PROPOSAL FOR CINCINNATI'S "BLUE CHIP" INSURANCE - PROGRAM FOR FINANCIAL INSTITUTIONS - INTERNET AND ELECTRONIC BANKING COVERAGE PART VI	BC 010 10 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	-----	-----
02	RENEWAL PROPOSAL FOR CINCINNATI'S "BLUE CHIP" INSURANCE PROGRAM FOR FINANCIAL INSTITUTIONS - INTERNET AND ELECTRONIC BAKING COVERAGE PART VI	BC 011 10 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	-----	-----
03	FINANCIAL INSTITUTIONS BLUE CHIP POLICY	BC 101 10 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	BC 101 05 06	CBD-06-6014-AR
04	INTERNET AND ELECTRONIC BANKING COVERAGE CHANGES TO GENERAL PROVISIONS	BC 4026 10 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	-----	-----
05	DEFENSE OUTSIDE LIMITS - PART VI	BC 4027 10 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	-----	-----
06	INCREASED LIMITS ENDORSEMENT	BC 409 10 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	BC 409 03 99	CBD-98-8022-AR
07	POLICY PERIOD AMENDATORY ENDORSEMENT	BC 411 10 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	BC 411 03 99	CBD-98-8022-AR
08	SINGLE ANNUAL AGGREGATE LIMIT OF INSURANCE ENDORSEMENT FOR FINANCIAL INSTITUTIONS	BC 419 10 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	BC 419 03 99	CBD-98-8022-AR
09	MULTIPLE YEAR AGGREGATE LIMIT OF INSURANCE ENDORSEMENT FOR FINANCIAL INSTITUTIONS	BC 420 10 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	BC 420 03 99	CBD-98-8022-AR
10	FINANCIAL INSTITUTIONS BLUE CHIP POLICY RENEWAL CERTIFICATE DECLARATIONS	BC 501 10 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	BC 501 05 06	CBD-06-6014-AR

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 #	CBD-07-6020-AR			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	CBD-07-6019-AR			
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
11	FINANCIAL INSTITUTIONS BLUE CHIP POLICY RENEWAL CERTIFICATE DECLARATIONS	BC 601 10 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	BC 601 10 07	CBD-06-6014-AR
12			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
14			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
15			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
16			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
17			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
18			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
19			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
20			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

**ARKANSAS
DIRECTORS AND OFFICERS LIABILITY
FORMS MEMORANDUM**

NEW FORM	OLD FORM	TITLE/DESCRIPTION OF CHANGE
		In this filing we are introducing the Internet and Electronic Banking Coverage Part (Part VI) for Financial Institutions.
BC 010 10 07	-----	PROPOSAL FOR CINCINNATI'S "BLUE CHIP" INSURANCE PROGRAM FOR FINANCIAL INSTITUTIONS - INTERNET AND ELECTRONIC BANKING COVERAGE PART VI
BC 011 10 07	-----	RENEWAL PROPOSAL FOR CINCINNATI'S "BLUE CHIP" INSURANCE PROGRAM FOR FINANCIAL INSTITUTIONS - INTERNET AND ELECTRONIC BANKING COVERAGE PART VI
BC 101 10 07	BC 101 05 06	FINANCIAL INSTITUTIONS BLUE CHIP POLICY Added Coverage Part VI - Internet and Electronic Banking Coverage for Financial Institutions.
BC 4026 10 07	-----	INTERNET AND ELECTRONIC BANKING COVERAGE CHANGES TO GENERAL PROVISIONS
BC 4027 10 07	-----	DEFENSE OUTSIDE LIMITS - PART VI
BC 409 10 07	BC 409 03 99	INCREASED LIMITS ENDORSEMENT Added item 5. for new Coverage Part VI.
BC 411 10 07	BC 411 03 99	POLICY PERIOD AMENDATORY ENDORSEMENT Added item E. for new Coverage Part VI.
BC 419 10 07	BC 419 03 99	SINGLE ANNUAL AGGREGATE LIMIT OF INSURANCE ENDORSEMENT FOR FINANCIAL INSTITUTIONS Inserted new item 6. for new Coverage Part VI. Subsequent items were renumbered.
BC 420 10 07	BC 420 03 99	MULTIPLE YEAR AGGREGATE LIMIT OF INSURANCE ENDORSEMENT FOR FINANCIAL INSTITUTIONS Inserted new item 6. for new Coverage Part VI. Subsequent items were renumbered.
BC 501 10 07	BC 501 05 06	FINANCIAL INSTITUTIONS BLUE CHIP POLICY DECLARATIONS Added new Coverage Part VI.
BC 601 10 07	BC 601 05 06	FINANCIAL INSTITUTIONS BLUE CHIP POLICY RENEWAL CERTIFICATE DECLARATIONS

Added new Coverage Part VI.