

SERFF Tracking Number: WESA-125582366 State: Arkansas
Filing Company: Ironshore Indemnity, Inc. State Tracking Number: #27649 \$50
Company Tracking Number: FID-08-001
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability
Product Name: Fiduciary Liability Insurance
Project Name/Number: Fiduciary Liability Insurance New Program Submission/FID-08-001

Filing at a Glance

Company: Ironshore Indemnity, Inc.

Product Name: Fiduciary Liability Insurance

SERFF Tr Num: WESA-125582366 State: Arkansas

TOI: 17.0 Other Liability - Claims
Made/Occurrence

SERFF Status: Closed

State Tr Num: #27649 \$50

Sub-TOI: 17.0006 Directors & Officers Liability

Co Tr Num: FID-08-001

State Status: Fees verified and
received

Filing Type: Form

Co Status:

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

Author: Westmont Associates

Disposition Date: 04/10/2008

Date Submitted: 03/27/2008

Disposition Status: Approved

Effective Date Requested (New):

Effective Date (New):

Effective Date Requested (Renewal):

Effective Date (Renewal):

State Filing Description:

General Information

Project Name: Fiduciary Liability Insurance New Program Submission

Status of Filing in Domicile: Pending

Project Number: FID-08-001

Domicile Status Comments: Filing was recently
made in state of domicile.

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 04/10/2008

State Status Changed: 04/02/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Fiduciary Liability Insurance New Program Submission

Company and Contact

Filing Contact Information

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

Jennifer Waldron, jenb@westmontlaw.com
25 Chestnut Street (856) 216-0220 [Phone]
Haddonfield, NJ 08033 (856) 216-0303[FAX]

Filing Company Information

Ironshore Indemnity, Inc. CoCode: 23647 State of Domicile: Minnesota
1 Exchange Plaza Group Code: Company Type: Property and
Casualty

55 Broadway, 12th Floor
New York, NY 10006 Group Name: State ID Number:
(646) 826-6600 ext. [Phone] FEIN Number: 41-0121640

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Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Ironshore Indemnity, Inc.	\$0.00	03/27/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
27649	\$50.00	03/25/2008

SERFF Tracking Number: WESA-125582366 State: Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	04/10/2008	04/10/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Edith Roberts	04/02/2008	04/02/2008	Westmont Associates	04/02/2008	04/02/2008

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Disposition

Disposition Date: 04/10/2008

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	Ill Letter of Authorization	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Supporting Document	Forms Listing	Approved	Yes
Supporting Document	Copy of National Specialty Approval	Approved	Yes
Form	Application for Employee Benefit Plan Fiduciary Insurance	Approved	Yes
Form	Employee Benefit Plan Fiduciary Insurance Declarations	Approved	Yes
Form	Employee Benefit Plan Fiduciary Insurance Policy	Approved	Yes
Form	502(c) ERISA Penalty Coverage with Sublimit	Approved	Yes
Form	Actuarial Errors and Omissions Exclusion	Approved	Yes
Form	Addition to the Term "Subsidiary" - Additional Premium	Approved	Yes
Form	Addition to the Term "Subsidiary" - Premium Charged	Approved	Yes
Form	Additional Listed Plans	Approved	Yes
Form	Cash Balance and Pension Equity Plan Exclusion	Approved	Yes
Form	Expanded Policy Period	Approved	Yes
Form	Falure to Fund Exclusion - Amended	Approved	Yes
Form	Full Government and Regulatory Exclusion	Approved	Yes
Form	Term "Insured Person" Amended	Approved	Yes
Form	Major Shareholder Exclusion	Approved	Yes
Form	Pending and Prior Litigation and Known Wrongful Acts Exclusion for Excess Limits	Approved	Yes
Form	Pending and Prior Date - Excess Limits	Approved	Yes
Form	Prior Acts Exclusion (Sponsor Organization Securities)	Approved	Yes
Form	Prior Acts Exclusion	Approved	Yes
Form	Exclusion for Claims Arising Out of	Approved	Yes

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Form	Change in Value of Sponsor Organization Stock		
Form	Reliance Upon other Carrier's Application	Approved	Yes
Form	Retention Amended Endorsement (Separate ESOP Retention)	Approved	Yes
Form	Run-Off Coverage	Approved	Yes
Form	Specific Claim/Demand/Audit/Notice/Event/Investi gation/Litigation or Act Exclusion	Approved	Yes
Form	Specific Entity Exclusion (Claims brough by, on behalf of, or against)	Approved	Yes
Form	Specific Individual Exclusion	Approved	Yes
Form	Specific Investment Exclusion	Approved	Yes
Form	Sponsor Organization Securities Exclusion	Approved	Yes
Form	Sponsor Organization Securities Separate Retention	Approved	Yes
Form	Sponsor Organization Securities Sublimit of Liability	Approved	Yes
Form	Sponsor Organization Securities Separate Retention and Sublimit of Liability	Approved	Yes
Form	Subsidiary - Auto Subsidiary Threshold Decreased	Approved	Yes
Form	Tie-In of Limits Endorsement (Common Claim)	Approved	Yes
Form	Separate Retention for Cash Balance and Pension Equity Plans	Approved	Yes
Form	Arkansas Amendatory Endorsement	Approved	Yes

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Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 04/02/2008

Submitted Date 04/02/2008

Respond By Date

Dear Jennifer Waldron,

This will acknowledge receipt of the captioned filing.

Inasmuch as this program is written on a defense within the limits of liability basis, please confirm that the program will comply with Exemption AID Order 2003-0108, which requires limits of \$1,000,000 or greater.

Please feel free to contact me if you have questions.

Sincerely,

Edith Roberts

Response Letter

Response Letter Status Submitted to State

Response Letter Date 04/02/2008

Submitted Date 04/02/2008

Dear Edith Roberts,

Comments:

Response 1

Comments: We hereby confirm that the program will comply with Exemption AID Order 2003-0108. Thank you.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Application for Employee Benefit Plan Fiduciary Insurance	FID.APP.01	10/07	Application/ New Binder/Enrollment		0.00	Fiduciary App.FID.APP.001.pdf
Approved	Employee Benefit Plan Fiduciary Insurance Declarations	FID.DEC.002	10/07	Declaration News/Schedule		0.00	Fid Dec Page Admitted.FID.DEC.002.pdf
Approved	Employee Benefit Plan Fiduciary Insurance Policy	FID.POL.03	10/07	Policy/Coverage New Form		0.00	Fid Policy.FID.POLICY.003.pdf
Approved	502(c) ERISA Penalty Coverage with Sublimit	FID.EX.001	10/07	Endorsement/New Amendment/Conditions		0.00	502(c) Erisa Penalty Coverage Sublimit.FID.EX.001.pdf
Approved	Actuarial Errors and Omissions Exclusion	FID.EX.002	10/07	Endorsement/New Amendment/Conditions		0.00	Actuarial Errors and Omissions Exclusion.FID.EX.002.pdf
Approved	Addition to the Term "Subsidiary" - Additional Premium	FID.EX.003	10/07	Endorsement/New Amendment/Conditions		0.00	Addition to Term Sub (add'l premium).FID.EX.003.pdf
Approved	Addition to the Term "Subsidiary" - Premium	FID.EX.004	10/07	Endorsement/New Amendment/Conditions		0.00	Addition to the Term Sub (premium charged).FDI

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Charged					.EX.004.pdf
Approved	Additional Listed Plans	FID.EX.00 10/07 5	Endorsement/Amendment/Conditions New	0.00	Additional Listed Plans.FID.EX.005.pdf
Approved	Cash Balance and Pension Equity Plan Exclusion	FID.EX.00 10/07 6	Endorsement/Amendment/Conditions New	0.00	Cash Balance Pension Equity Plan Excl.FID.EX.006.pdf
Approved	Expanded Policy Period	FID.EX.00 10/07 7	Endorsement/Amendment/Conditions New	0.00	Expanded Policy Period.FID.EX.007.pdf
Approved	Failure to Fund Exclusion - Amended	FID.EX.00 10/07 8	Endorsement/Amendment/Conditions New	0.00	Failure to Fund Exclusion-Amended.FID.EX.008.pdf
Approved	Full Government and Regulatory Exclusion	FID.EX.00 10/07 9	Endorsement/Amendment/Conditions New	0.00	Full Gov Regulatory Excl.FID.EX.009.pdf
Approved	Term "Insured Person" Amended	FID.EX.01 10/07 0	Endorsement/Amendment/Conditions New	0.00	Insured Person Amended.FID.EX.010.pdf
Approved	Major Shareholder Exclusion	FID.EX.01 10/07 1	Endorsement/Amendment/Conditions New	0.00	Major Shareholder Exclusion.FID.EX.011.pdf
Approved	Pending and Prior Litigation and Known	FID.EX.01 10/07 2	Endorsement/Amendment/Conditions New	0.00	Pending Prior Lit Known

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	Wrongful Acts Exclusion for Excess Limits		ons		Wrongful Acts Exc for Excess Limits.FID.E X.012.pdf
Approved	Pending and Prior Date - Excess Limits	FID.EX.01 10/07 3	Endorseme New nt/Amendm ent/Condi tions	0.00	Pending and Prior Date - Excess Limits.FID.E X.013.pdf
Approved	Prior Acts Exclusion (Sponsor Organization Securities)	FID.EX.01 10/07 4	Endorseme New nt/Amendm ent/Condi tions	0.00	Prior Act Exclusion (Sponsor Org Sec) .FID.EX.014 .pdf
Approved	Prior Acts Exclusion	FID.EX.01 10/07 5	Endorseme New nt/Amendm ent/Condi tions	0.00	Prior Acts Exclusion.FI D.EX.015.pd f
Approved	Exclusion for Claims Arising Out of Change in Value of Sponsor Organization Stock	FID.EX.01 10/07 6	Endorseme New nt/Amendm ent/Condi tions	0.00	Exclusion for Calims Arising Out of Change in Value of Sponsor Organization Stock.FID.E X.016.pdf
Approved	Reliance Upon other Carrier's Application	FID.EX.01 10/07 7	Endorseme New nt/Amendm ent/Condi tions	0.00	Reliance Upon Other Carrier's App.FID.EX. 017.pdf
Approved	Retention Amended Endorsement (Separare ESOP	FID.EX.01 10/07 8	Endorseme New nt/Amendm ent/Condi tions	0.00	Retention Amended End (ESOP).FID.

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Retention)					EX.018.pdf
Approved Run-Off Coverage	FID.EX.01 10/07 9	Endorsement/Amendment/Conditions	0.00	Run-Off Coverage.FID.EX.019.pdf	
Approved Specific Claim/Demand/Audit/Notice/Event/Investigation/Litigation or Act Exclusion	FID.EX.02 10/07 0	Endorsement/Amendment/Conditions	0.00	Specific ClaimDemandAuditNoticeEventInvLit or Act Excl.FID.EX.020.pdf	
Approved Specific Entity Exclusion (Claims brought by, on behalf of, or against)	FID.EX.02 10/07 1	Endorsement/Amendment/Conditions	0.00	Specific Entity Exclusion _Claims brought by on behalf of ...pdf	
Approved Specific Individual Exclusion	FID.EX.02 10/07 2	Endorsement/Amendment/Conditions	0.00	Specific Individual Exclusion.FID.EX.022.pdf	
Approved Specific Investment Exclusion	FID.EX.02 10/07 3	Endorsement/Amendment/Conditions	0.00	Specific Investment ExclusionFID.EX.023.pdf	
Approved Sponsor Organization Securities Exclusion	FID.EX.02 10/07 4	Endorsement/Amendment/Conditions	0.00	Sponsor Org Sec Exclusion.FID.EX.024.pdf	
Approved Sponsor Organization Securities Separate	FID.EX.02 10/07 5	Endorsement/Amendment/Conditions	0.00	Sponsor Org Sec Separate Ret.FID.EX.	

<i>SERFF Tracking Number:</i>	<i>WESA-125582366</i>	<i>State:</i>	<i>Arkansas</i>		
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<i>Product Name:</i>	<i>Fiduciary Liability Insurance</i>				
<i>Project Name/Number:</i>	<i>Fiduciary Liability Insurance New Program Submission/FID-08-001</i>				
	Retention		025.pdf		
Approved	Sponsor Organization Securities Sublimit of Liability	FID.EX.02 10/07 6	Endorsement/Conditions	0.00	Sponsor Org Sec Sublimit of Liability.FID.EX.026.pdf
Approved	Sponsor Organization Securities Separate Retention and Sublimit of Liability	FID.EX.02 10/07 7	Endorsement/Conditions	0.00	Sponsor Org SEC Separate Ret Sublimit of Liability.FID.EX.027.pdf
Approved	Subsidiary - Auto Subsidiary Threshold Decreased	FID.EX.02 10/07 8	Endorsement/Conditions	0.00	Subsidiary - Auto Sub Threshold Decreased.FID.EX.028.pdf
Approved	Tie-In of Limits Endorsement (Common Claim)	FID.EX.02 10/07 9	Endorsement/Conditions	0.00	Ti-In of Limits Endorsement (Common Law).FID.EX.029.pdf
Approved	Separate Retention for Cash Balance and Pension Equity Plans	FID.EX.03 10/07 0	Endorsement/Conditions	0.00	Separate Ret for Cash Bal Pension Equity Plans.FID.EX.030.pdf
Approved	Arkansas Amendatory Endorsement	FID AR 11/07	Endorsement/Conditions		AR FID - Clean Copy - REVISED (3).pdf

IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) IRON411



APPLICATION FOR EMPLOYEE BENEFIT PLAN FIDUCIARY INSURANCE

NOTICE: THIS IS AN APPLICATION FOR A CLAIMS-MADE AND REPORTED POLICY. THE POLICY FOR WHICH THIS APPLICATION IS MADE IS LIMITED TO LIABILITY FOR WRONGFUL ACTS FOR CLAIMS FIRST MADE WHILE THE POLICY IS IN FORCE AND REPORTED TO THE INSURER PURSUANT TO THE TERMS OF THE POLICY.

THE LIMIT OF LIABILITY AVAILABLE TO PAY LOSS (INCLUDING JUDGMENTS OR SETTLEMENTS) SHALL BE REDUCED BY AMOUNTS INCURRED FOR COSTS OF DEFENSE. FURTHER NOTE THAT AMOUNTS INCURRED FOR COSTS OF DEFENSE SHALL BE APPLIED AGAINST THE RETENTION AMOUNT.

1. GENERAL INFORMATION:

- a) Name of Sponsor Organization _____
- b) Address _____
- c) Nature of Business _____
- d) Date of Incorporation _____
- e) State of Incorporation _____
- f) Total assets of Sponsor Organization \$ _____
- g) Total assets of all plans \$ _____
- h) Amount of insurance requested \$ _____
- i) Self-insured retention requested \$ _____

2. LIST OF ALL PLANS FOR WHICH COVERAGE IS REQUESTED (Listing a plan does not automatically mean it will be a covered plan.):

Full Name of Plan to be Covered	Total Plan Assets (Market Value)	Number of Participants	Are all Plans Qualified? Yes ___ No ___	Type of Plan	Are all Plan assets managed by a non-employee manager as defined in ERISA? Yes ___ No ___
---------------------------------	----------------------------------	------------------------	--	--------------	---

(If space provided is insufficient, list additional plans on an attachment and indicate an attachment here: _____).

Please answer questions 3-16 only with respect to plans for which coverage is requested.

3. List each plan containing securities of the Sponsor Organization and the percentage of assets so invested:

_____	____%
_____	____%
_____	____%

4. How often is the investment manager's performance reviewed? Monthly _____ Quarterly _____ Semi-annually _____ Other _____. (If "other", please explain).

5. How often are the investment manager's guidelines for investment fixed by fiduciaries? Annually _____ Semi-annually _____ Quarterly _____ Other _____ (If "other", please explain.)

6. How often are the plan investment choices offered to plan participants reviewed for reasonableness?

Monthly _____ Quarterly _____ Semi-annually _____ Other _____.

7. How often are plan fees and charges by service providers reviewed for reasonableness?

Monthly _____ Quarterly _____ Semi-annually _____ Other _____.

8. Does the Sponsor Organization use an outside service provider to administer all of its plans?

Yes ___ No ___.

9. Is any plan a multi-employer or multiple employer plan? Yes _____ No _____.

(If "yes," list such plans on an attachment.)

10. Does any plan(s) or Sponsor Organization employ investment, trustee, actuarial, legal, administrative or benefits consulting services of an outside provider(s)? Yes _____ No _____ (If "yes," indicate on an attachment the names(s) of the organization(s), the service(s) they provide and the plan(s) for which services are provided.)

11. Does any plan hold any contract with a guaranteed return (including Guaranteed Investment Contracts (GICs), Guaranteed Annuity Contracts (GAC's) or Bank Investment Contracts (BICs))?

Yes _____ No _____ (If "yes," please attach complete details for each such plan, including plan name, name of contract provider, the market value of each contract and the date each contract expires.)

12. Has the Sponsor Organization or any plan contemplated or requested termination of a plan?

Yes _____ No _____. (If "yes," attach complete details for each such plan.)

13. In the past two years, has there been any amendment to any plan, or has any amendment been contemplated, that has resulted in or may result in any change or reduction of benefits, including, but not limited to, an increase in participants' share of costs or conversion to a cash balance plan?

Yes _____ No _____. (If "yes," attach a description of the amendment(s)).

14. Has any plan or portion of any plan been spun off (sold), transferred or terminated? Yes _____

No _____. (If "yes," attach the following information for such plan(s): date of sale or termination, whether assets have been fully distributed or reverted to a party other than the plan participants, and the name of the annuity provider if benefits have been secured by annuities.)

15. In the last 12 months has there been, or is there now under consideration, any merger, acquisition, restructuring or consolidation of or by the Sponsor Organization or any of its subsidiaries that has resulted in or may result in plan participants transferring to another plan, company or subsidiary?

Yes _____ No _____. (If "yes" attach complete details including copies of materials distributed to employees relating to such transfer, date or expected date of the transfer, and the most recent financial statements of any such created or acquired subsidiaries.)

Question 16 applies only to defined benefit plans. If there are no defined benefit plans, please skip Question 16.

16. a. Are all defined benefit plans adequately funded in accordance with ERISA or any applicable similar common or statutory law of the United States, Canada or any other state or other jurisdiction anywhere in the world as attested to by a certified actuary? Yes_____ No_____.
(If "no", attach complete details.)
- b. Are there any overdue contributions for any plan, or has any plan requested or contemplated filing a request for waiver of contributions? Yes_____ No_____
(If "yes", attach complete details including the plan name and the amount of any overdue employer contributions for each such plan.)
- c. For each defined benefit plan, in how many years will full funding be achieved?
(If additional space is needed, add as an attachment.)

PREVIOUS INSURANCE:

17. a) Has the Sponsor Organization or any subsidiary previously held or does it now have any fiduciary liability insurance or similar insurance? Yes_____ No_____
If "yes", provide the following details:

INSURER	LIMIT	RETENTION	PERIOD FROM /TO	PREMIUM
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

- b) Provide details of any prior claim under such insurance (If none, so state.) _____

- c) Has any insurer cancelled or refused to renew any fiduciary liability insurance or similar insurance within the past 3 years? Yes_____ No_____
(If "yes", provide complete details.)

18. If there is an ERISA fidelity bond coverage currently in force with another insurer, please indicate below. If no coverage is carried, check here_____.

- a. Insurer: _____
b. Limit of Liability: \$ _____
c. Premium: \$ _____

19. Has any fidelity bond for any plan ever been refused, canceled or non-renewed? Yes_____ No_____
(If "yes", attach complete details.)

20. Name of Risk Manager (or equivalent position):

21. Name of General Counsel:

22. Name and location of outside law firm for benefits and ERISA litigation matters:

* (If this is a renewal, then disregard questions 23 a. through d. below.)
SIGNIFICANT ACTIVITIES:

23. In answering the following questions, the Sponsor Organization represents and warrants (for itself and on behalf of anyone for whom this insurance is being purchased) that the responses are true and accurate in all respects.

Does the Sponsor Organization know:

- a. if there is a present or recent threat, claim or demand made against any proposed insured arising out of any employee benefit plan? Yes____ No_____.
- b. of any circumstance, information, fact, breach of duty, act, error or omission which might give rise to a claim under this proposed policy? Yes____ No_____
- c. of any known violation(s) of ERISA or any similar common or statutory law of the United States, Canada or any state or other jurisdiction anywhere in the world to which a plan is subject? Yes____ No_____; and
- d. if there has been or is now pending any inquiry, audit, review, investigation or communication which could give rise to a claim under this proposed policy? Yes____ No_____.

(If "yes" to any of the above, provide details as an attachment.)

IT IS UNDERSTOOD AND AGREED AS TO QUESTIONS 23 a. THROUGH 23 d. THAT IF ANY SUCH THREAT, CLAIM OR DEMAND EXISTS, OR ANY SUCH FACTS OR CIRCUMSTANCE EXISTS WHICH COULD GIVE RISE TO A CLAIM, THEN THE FOREGOING AND ANY CLAIM(S) ARISING FROM SUCH THREAT, CLAIM, DEMAND, FACTS OR CIRCUMSTANCES ARE EXCLUDED FROM THIS PROPOSED INSURANCE.

MATERIALS REQUESTED:

As an attachment to this application, please include the following (where applicable):

- For the five (5) largest pension plans (in terms of total assets), most recent Forms 5500, and a copy of the latest certified audited financial statements, with investment portfolios. If plans assets are held in a master trust, submit a copy of the master trust investment portfolio.
- For each plan whose assets at any time within twelve (12) months prior to the inception date of this proposed policy was comprised of twenty percent (20%) or more of securities of the Sponsor Organization, the latest audited financial statements (with investment portfolio). If such plan holds securities that are not publicly traded, then also submit a complete copy of the most recent independent appraisal of such securities.
- Latest written plan document and latest audited financial statement, if applicable, for any non-qualified plans.
- Most recent filing with the S.E.C. (Form 10-K) and any subsequent filings (Form 10-Q, Form 8-K, etc.) for the Sponsor Organization.
- Latest available interim financial statements for the Sponsor Organization.
- For non-publicly-traded companies, the latest annual report and latest interim financial statement for the Sponsor Organization.

THE UNDERSIGNED AUTHORIZED MANAGER OF THE APPLICANT DECLARES THAT THE STATEMENTS SET FORTH HEREIN ARE TRUE. THE UNDERSIGNED AUTHORIZED MANAGER AGREES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF THE INSURANCE, HE/SHE (UNDERSIGNED) WILL, IN ORDER FOR THE INFORMATION TO BE ACCURATE, ON THE EFFECTIVE DATE OF THE INSURANCE, IMMEDIATELY NOTIFY THE INSURER OF SUCH CHANGES, AND THE INSURER MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATIONS OR AGREEMENTS TO BIND THE INSURANCE.

SIGNING OF THIS APPLICATION DOES NOT BIND THE APPLICANT OR THE INSURER TO COMPLETE THE INSURANCE, BUT IT IS AGREED THAT THIS APPLICATION SHALL FORM THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED AND IT WILL BE ATTACHED TO AND BECOME A PART OF THE POLICY.

ALL WRITTEN STATEMENTS, DOCUMENTS AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION ARE HEREBY INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART HEREOF.

NOTICE TO APPLICANTS: 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 THE PERSON TO CRIMINAL PENALTIES.

NOTICE TO ARKANSAS, NEW MEXICO AND WEST VIRGINIA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT, OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO COLORADO APPLICANTS: IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AUHTORITIES.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON, PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

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 KENTUCKY APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON, FILES A 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, SUBJECT TO CRIMINAL PROSECUTION AND CIVIL PENALTIES.

NOTICE TO LOUISIANA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO MAINE APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

NOTICE TO NEW JERSEY APPLICANTS: ANY PERSON WHO INCLUDES ANY FALSE AND MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO NEW YORK APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE 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 SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000) AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

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.

NOTICE TO OKLAHOMA APPLICANTS - WARNING: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY (365:15-10, 36 §3613.1).

NOTICE TO OREGON 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 MATERIALLY FALSE, INCOMPLETE, OR MISLEADING INFORMATION MAY BE GUILTY OF A CRIME.

NOTICE TO PENNSYLVANIA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON, FILES A 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, SUBJECT TO CRIMINAL PROSECUTION AND CIVIL PENALTIES.

NOTICE TO TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

NOTICE TO VERMONT APPLICANT: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER 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 ACT, WHICH MAY BE A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTE: A POLICY CANNOT BE ISSUED UNLESS THIS APPLICATION IS PROPERLY SIGNED BY THE CHIEF EXECUTIVE OFFICE OR PRESIDENT AND DATED.

NOTE: THE SPONSOR ORGANIZATION (OR ANY PERSON SIGNING THIS APPLICATION ON BEHALF OF ANY INSURED) ACKNOWLEDGES, IS AWARE AND AGREES THAT THE LIMIT OF LIABILITY CONTAINED IN THE POLICY SHALL BE REDUCED, AND MAY BE COMPLETELY EXHAUSTED, BY COSTS OF DEFENSE AND, TO THE EXTENT THAT THE LIMIT OF LIABILITY OF THE POLICY IS EXCEEDED THE INSURER SHALL NOT BE LIABLE FOR COSTS OF DEFENSE, THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT, AND THAT COSTS OF DEFENSE SHALL BE APPLIED AGAINST THE APPLICABLE RETENTION.

DATE _____

SIGNATURE _____

TITLE _____

NAME OF BROKER _____

NAME OF AGENCY _____

ADDRESS _____

LICENSE NUMBER _____

DATE
SIGNED _____

IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) IRON411



EMPLOYEE BENEFIT PLAN FIDUCIARY INSURANCE

DECLARATIONS

NOTICE: THIS INSURER IS NOT LICENSED IN THE STATE OF NEW YORK OR CALIFORNIA AND IS NOT SUBJECT TO THEIR SUPERVISION.

THIS IS A CLAIMS-MADE AND REPORTED POLICY. PLEASE READ IT CAREFULLY. AMOUNTS INCURRED AS COSTS OF DEFENSE SHALL REDUCE THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS. AMOUNTS INCURRED FOR COSTS OF DEFENSE SHALL BE APPLIED AGAINST THE RETENTION AMOUNT. THE INSURER HAS THE DUTY TO DEFEND; HOWEVER, THE INSURED MAY ELECT TO ASSUME THE DUTY TO DEFEND PURSUANT TO THE TERMS HEREIN.

ITEM 1. SPONSOR ORGANIZATION NAME AND PRINCIPAL ADDRESS:	ITEM 2. POLICY PERIOD: (a) Inception Date - (b) Expiration Date - at 12:01 a.m. for both dates at the principal address shown in ITEM 1.
ITEM 3. LIMIT OF LIABILITY (inclusive of Costs of Defense): \$ _____ (aggregate Limit of Liability for all Claims made or deemed made during the Policy Period).	
ITEM 4. RETENTION: \$ _____ (applicable to Indemnifiable Loss , including payment of Costs of Defense)	
ITEM 5. PREMIUM: \$ _____	

ITEM 6. FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE:

ITEM 7. PENDING AND PRIOR DATE: _____

ITEM 8. **INSURER:**

ADDRESS: c/o Ironshore Insurance Services, LLC
1 Exchange Plaza (55 Broadway)
New York, NY 10006

ITEM 9. **BROKER:**

ADDRESS:

These Declarations, the signed and completed application and the Policy (with any forms and endorsements) shall constitute the contract between the **Insured** and the **Insurer**, and this Policy is not valid unless signed below by a duly authorized representative of the **Insurer**.

Date: _____

By: _____

Authorized Representative

Issuing Office: _____ Date

Issued: _____

IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) IRON411

EMPLOYEE BENEFIT PLAN FIDUCIARY INSURANCE

In consideration of the payment of the premium and in reliance upon all statements made and information furnished to the **Insurer** shown in the Declarations, including the statements made in the application for this insurance which are incorporated herein, and subject to all terms, conditions and limitations of this policy (hereinafter, "Policy"), the **Insured** and **Insurer** agree:

SECTION I. INSURING AGREEMENT

The **Insurer** shall pay on behalf of the **Insured** all **Loss** which the **Insured** shall become legally obligated to pay as a result of a **Claim** first made anywhere in the world against any **Insured** during the **Policy Period** (or any applicable Discovery Period) and reported to the **Insurer** pursuant to Section VII for a **Wrongful Act** by a **Fiduciary, Administrator** and/or **Sponsor Organization** of a **Covered Plan** or by any person for whose **Wrongful Act** the **Sponsor Organization** is legally responsible.

SECTION II. DEFENSE AGREEMENT

A. INSURER'S DUTY TO DEFEND

Except as hereafter stated, the **Insurer** shall have both the right and duty to defend any **Claim** against an **Insured** alleging a **Wrongful Act** by a **Fiduciary, Administrator** and/or **Sponsor Organization** of a **Covered Plan** (even if such **Claim** is groundless, false or fraudulent) and the **Insurer** shall have the right to select defense counsel.

The **Insured** shall have the right to effectively associate with the **Insurer** in the defense of any **Claim**, including, but not limited to, negotiating a settlement. The **Insurer** shall not, however, be obligated to defend any **Claim** after the Limit of Liability has been exhausted.

B. INSURED'S OPTION TO ASSUME THE DEFENSE

Notwithstanding the above, the **Insured** shall have the right to assume the defense of any **Claim** made against them. This right shall be exercised in writing by the **Sponsor Organization** on behalf of all **Insureds** within sixty (60) days of the reporting of the **Claim** to the **Insurer** pursuant to Section VII of this Policy. Upon receipt of such written request from the **Insured**, the **Insurer** shall tender the defense of the **Claim** to the **Insureds**. The **Insurer** shall have the right to effectively associate with the **Insureds** in the defense of any **Claim**, including but not limited to negotiating a settlement. Provided that the **Insurer** shall be permitted to effectively associate with the **Insureds** in the defense of any **Claim** (including, but not limited to, negotiating a settlement of any **Claim**), the **Insurer's** consent to a settlement, stipulated judgment or **Costs of Defense** shall not be unreasonably withheld.

In the event the **Insured** assumes the defense of the **Claim**, the **Insurer** shall advance **Costs of Defense** pursuant to Section II. C immediately below.

C. ALLOCATION

1. If a **Claim**, judgment or settlement results in **Loss** covered under this Policy and loss not covered under this Policy because a **Claim**, judgment or settlement includes both covered and uncovered allegations, damages, defendants, wrongful acts or fees or expenses, the **Insured** and the **Insurer** agree that the **Insurer** shall have the right to allocate for such uncovered loss. If there is no agreement between the **Insurer** and the **Insured** on the amount of **Costs of Defense** to be advanced for the **Claim**, the **Insurer** shall advance **Costs of Defense** that it reasonably believes are covered under this Policy until a different allocation is negotiated or determined.
2. Any negotiated or determined allocation of **Costs of Defense** in connection with a **Claim** shall be applied retroactively, notwithstanding any allocation applied with respect to any prior advancement of **Costs of Defense**. Any allocation or advancement of **Costs of Defense** in connection with a **Claim** shall not apply to or create any presumption as to allocation of indemnity **Loss**.

D. GENERAL PROVISIONS (applicable to A., B. and C. above)

The **Insureds** shall not incur **Costs of Defense**, admit liability, offer to settle, or agree to any settlement in connection with any **Claim** without the prior written consent of the **Insurer**, which consent shall not be unreasonably withheld. The **Insurer** shall have the right to make investigations and conduct negotiations and, with the consent of the **Insured**, enter into such settlement of any **Claim** as the **Insurer** deems appropriate.

If all **Insureds** are able to settle all **Claims** that are subject to a single Retention for an amount that, together with the **Costs of Defense**, does not exceed the Retention, the **Insured** may agree to such a settlement without the prior written consent of the **Insurer**.

The **Insurer** shall have no obligation to pay **Loss**, including **Costs of Defense**, or to defend or continue to defend any **Claim** after the **Insurer's** aggregate Limit of Liability (as set forth in Item 3 of the Declarations) has been exhausted by the payment of **Loss**, including **Costs of Defense**. If the **Insurer's** aggregate Limit of Liability (as set forth in Item 3 of the Declarations) is exhausted by the payment of **Loss**, including **Costs of Defense**, the entire premium (as stated in Item 5 of the Declarations and any endorsement) will be deemed fully earned.

E. COOPERATION

In the event of a **Claim**, the **Insured** shall provide the **Insurer** with all information, documents, assistance, and cooperation that the **Insurer** reasonably requests. At the **Insurer's** request, the **Insured** shall provide full cooperation and assist in any actions, suits, or proceedings, including, but not limited to, attending hearings, trials and depositions, securing and giving evidence, obtaining the attendance of witnesses, and assisting in making settlements.

SECTION III. DEFINITIONS

A. "Administration" shall mean:

1. giving advice, counsel or notice to **Employees**, participants, or beneficiaries of a **Covered Plan**;
2. maintaining records of a **Covered Plan**; or

3. activities affecting enrollment, termination, or cancellation of **Employees**, participants or beneficiaries of a **Covered Plan**.
- B. “Administrator”** shall mean an **Insured** with respect to any **Wrongful Act** described in Section III.Y.2.
- C. “Benefits”** shall mean any obligation under a **Covered Plan** to **Employees**, participants or beneficiaries under a **Covered Plan** which is a payment of money or property, or the grant of a privilege, right, option or perquisite.
- D. “Breach of Fiduciary Duty”** shall mean a violation of the responsibilities, obligations or duties imposed upon an **Insured** by **ERISA**.
- E. “Claim”** shall mean:
1. any written demand for monetary, non-monetary or injunctive relief;
 2. any written request to toll or waive any statute of limitations;
 3. any civil proceeding in a court of law or equity or an arbitration proceeding, including any appeal therefrom, which is commenced by the filing of a complaint, motion for judgment or similar pleading and/or any criminal proceeding which is commenced by the return of an indictment or similar document; or
 4. any administrative or regulatory proceeding or investigation, including an investigation brought by the U.S. Department of Labor, the Pension Benefit Guaranty Corporation or any similar governmental agency commenced by the filing of a notice of charges, a formal notice of investigation or similar document.
- F. “Covered Plan”** shall mean:
1. any “employee pension benefit plan” or “employee welfare benefit plan” (as each is defined in **ERISA**) except for the kinds of plans listed in the parenthetical in F.3 below, located anywhere in the world which is operated solely by the **Sponsor Organization** solely for

the **Employees** of the **Sponsor Organization** and which existed on or before the Inception Date stated in Item 2 of the Declarations, or which is created or acquired after the Inception Date; provided that any coverage with respect to such plan created or acquired during the **Policy Period** shall apply only for **Wrongful Acts** committed, attempted or allegedly committed or attempted after the effective date of such creation or acquisition and shall be subject to Section III.X.3;

2. any cafeteria plan, as defined in Section 125 of the Internal Revenue Code of 1986 (as amended), from which the participants may choose among two or more benefits consisting of cash and qualified benefits, or any dependent care assistance program, (as defined in Section 129 of the Internal Revenue Code of 1986 (as amended)), sponsored solely by the **Sponsor Organization** for the **Employees** of the **Sponsor Organization** and/or their beneficiaries;
3. any other employee benefit plan or program added to this Policy by specific written endorsement (including an employee stock ownership plan (**ESOP**), multiple employer welfare arrangement (**MEWA**), a voluntary employees beneficiary association (**VEBA**), or a **Non-Qualified Plan**) which is sponsored solely by the **Sponsor Organization** for **Employees** of the **Sponsor Organization**; and
4. the following government-mandated programs: unemployment insurance, Social Security or disability benefits but solely with respect to a **Wrongful Act** defined in Section III.Y.2 of this Policy and solely with respect to **Employees** of the **Sponsor Organization**.

Covered Plan shall not include any "multiemployer plan" (as defined by **ERISA**).

- G.** "**Costs of Defense**" shall mean reasonable and necessary legal fees, costs and expenses incurred in the investigation, defense or appeal of any **Claim**, including the costs of an appeal bond, attachment bond or similar bond (but without obligation on the part of the **Insurer** to apply for or furnish such bonds); provided, however, **Costs of Defense** shall not

include salaries, wages, overhead or benefit expenses associated with any **Insured**. If an **Insured** has elected to assume the defense pursuant to Section II.B, **Costs of Defense** shall only be reimbursable when the **Insurer** has consented in advance and in writing to the incurring of such reasonable and necessary legal fees, costs and expenses, such consent to not be unreasonably withheld.

- H. **"Domestic Partner"** shall mean any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or under the provisions of any formal program established by the **Sponsor Organization**.
- I. **"Employees"** shall mean any natural person whose labor or service is engaged by and directed by the **Sponsor Organization**. Employee shall not include any independent contractor or outside service provider.
- J. **"ERISA"** shall mean the Employee Retirement Income Security Act of 1974 (as amended) (including, but not limited to, amendments to **ERISA** contained in the Consolidated Omnibus Budget Reconciliation Act of 1985; the Health Insurance Portability and Accountability Act of 1996; the Newborns' and Mothers' Health Protection Act of 1996; the Mental Health Parity Act of 1996; or, the Women's Health and Cancer Rights Act of 1998), and including any rules or regulations under **ERISA** and any similar common or statutory law of any other jurisdiction anywhere in the world to which a **Covered Plan** is subject.
- K. **"ESOP"** shall mean an "employee stock ownership plan" (as defined in **ERISA**), or any other **Covered Plan** under which investments are made primarily in securities of the **Sponsor Organization** or whose assets at any time within twelve months prior to the inception date of this Policy were comprised of twenty percent (20%) or more of securities of the **Sponsor Organization**.
- L. **"Fiduciary"** shall mean a fiduciary as defined in **ERISA** and any rules or regulations under **ERISA** with respect to a **Covered Plan** or a person or entity who exercises discretionary control in the management of a **Covered Plan** or the disposition of its assets.

- M. **"Indemnifiable Loss"** shall mean **Loss** for which the **Sponsor Organization** has indemnified or is permitted or required to indemnify any **Insured Person**.
- N. **"Insured"** shall mean the **Sponsor Organization**, any **Covered Plan**, any **Insured Person**, or any other person or entity added to this Policy by specific, written endorsement.
- O. **"Insured Person"** shall mean any past, present or future natural person director, officer, general partner, governor, management committee member, member of the board of managers or **Employees** of a **Sponsor Organization** or, if applicable, of a **Covered Plan**, and as to all of the above solely in his or her capacity as a **Fiduciary** or **Administrator** of a **Covered Plan**.
- P. **"Insurer"** shall mean the company stated in Item 8 of the Declarations.
- Q. **"Loss"** shall mean damages, judgments (including pre-judgment interest and post-judgment interest on that portion of a covered judgment), settlements and **Costs of Defense**; however, **Loss** shall not include: **(1)** civil or criminal fines or penalties imposed by law, except (i) the administrative assessment of a five percent (5%) or less civil penalty permitted under Section 502(i) of **ERISA** and (ii) the civil penalties of twenty percent (20%) or less for violations by a fiduciary, permitted under Section 502(l) of **ERISA**, with respect to covered settlements or judgments; **(2)** the return or reversion to any employer of any contribution or asset of a **Covered Plan**; **(3)** the multiplied portion of multiplied damages; **(4)** taxes or tax penalties; **(5)** any amount for which an **Insured** is not financially liable or which is without legal recourse to an **Insured**; **(6)** for any sum, amount or payment which constitutes restitution or disgorgement, is uninsurable as a matter of law or constitutes the return of any fees or expenses in the administration of a **Covered Plan**; or **(7) Benefits** or that portion of any settlement or award in an amount equal to such **Benefits**, unless and to the extent that recovery of such **Benefits** is based upon a covered **Wrongful Act**, is payable as a personal obligation of an **Insured Person**, is non-**Indemnifiable Loss** and is not legally payable from a **Covered Plan**.

However, **Costs of Defense** shall be provided for items (1) through (7) above that are specifically excluded from **Loss**, subject to the other terms, conditions and exclusions of this Policy.

Where permitted by law, **Loss** shall include punitive or exemplary damages imposed upon any **Insured** (subject to this Policy's other terms, conditions and exclusions, including, but not limited to, exclusions relating to profit, deliberate fraud or criminal acts and knowing or willful violation of any statute, rule or law).

- R. **"Non-Qualified Plan"** shall mean any of the following plans for a select group of management or highly compensated directors, officers and/or **Employees**: deferred compensation plan, supplemental executive retirement plan, top-hat plan or excess benefit plan.
- S. **"Policy Period"** shall mean the period from the Inception Date of this Policy to the Expiration Date of this Policy as set forth in Item 2 of the Declarations, or its earlier termination if applicable.
- T. **"Pollutants"** shall mean any substance located anywhere in the world exhibiting any hazardous characteristics as defined by, or identified on any list of hazardous substances issued by, the United States Environmental Protection Agency or any state, county, municipality or locality counterpart thereof. Such substances shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials. **Pollutants** shall also mean any other air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products and any noise.
- U. **"Pollution"** shall mean the actual, alleged or threatened discharge, release, escape or disposal of **Pollutants** into or on real or personal property, water or the atmosphere. **Pollution** also means any direction or request that the **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so.
- V. **"Related Wrongful Acts"** shall mean **Wrongful Acts** which are the same, related or continuous, or **Wrongful Acts** which arise from a common nucleus of facts. **Claims** can allege **Related**

Wrongful Acts regardless of whether such **Claims** involve the same or different claimants, **Insureds** or legal causes of action.

- W. **"Sponsor Organization"** shall mean the entity named in Item 1 of the Declarations and any **Subsidiary**.
- X. **"Subsidiary"** shall mean any entity in which the **Sponsor Organization** owns, directly or indirectly, more than fifty percent (50%) of the voting stock:
1. on or before the Inception Date of this Policy;
 2. subsequent to the Inception Date of this Policy by reason of being created or acquired by the **Sponsor Organization** after such date, if the entity's total assets do not exceed twenty-five percent (25%) of the total consolidated assets of the **Sponsor Organization** as of the Inception Date of this Policy; or
 3. subsequent to the Inception Date of this Policy by reason of being created or acquired by the **Sponsor Organization** other than as described in 2 above, if the **Sponsor Organization**, within ninety (90) days after the effective date of such creation or acquisition, provides the **Insurer** with written notice thereof and agrees to any premium adjustment and/or coverage revision that may be required by the **Insurer**.
- Y. **"Wrongful Act"** shall mean:
1. as respects an **Insured**: a violation of any of the responsibilities, obligations or duties imposed upon fiduciaries by **ERISA** with respect to a **Covered Plan** solely by reason of his, her or its status and duties as a **Fiduciary** of a **Covered Plan**; and
 2. as respects an **Administrator**: any act, error or omission solely in the performance of the **Administration** of a **Covered Plan** and solely by reason of his, her or its status and duties as an **Administrator** of a **Covered Plan**.

SECTION IV. EXCLUSIONS

The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured**:

- A. alleging, arising out of, based upon or attributable to the **Insured** gaining any profit, advantage or remuneration to which the **Insured** was not legally entitled; provided however, this exclusion shall only apply when it is finally adjudicated that such conduct occurred;
- B. alleging, arising out of, based upon or attributable to the committing in fact of any criminal or deliberate fraudulent act, or any knowing or willful violation of any statute, rule or law, including, but not limited to, **ERISA**;

(The **Wrongful Act** of any **Insured** shall not be imputed to any other **Insured** for the purpose of determining the applicability of the exclusions IV.A and IV.B above.)

- C. for discrimination in violation of any law, except that this exclusion shall not apply to discrimination in violation of **ERISA**;
- D. alleging, arising out of, based upon or attributable to any **Wrongful Act** or **Related Wrongful Acts** or any fact, circumstance or situation which has been the subject of any notice or **Claim** given under any other policy of which this Policy is a renewal or replacement;
- E. alleging, arising out of, based upon or attributable to any pending or prior civil, criminal, administrative or investigative proceeding involving the **Sponsor Organization** and/or any **Insured Person** as of the Pending and Prior Date stated in Item 7 of the Declarations, or any **Wrongful Act** or **Related Wrongful Acts** or any fact, circumstance or situation underlying or alleged in such proceeding;
- F. alleging, arising out of, based upon or attributable to the failure to fund a **Covered Plan** in accordance with **ERISA** or the **Covered Plan** instrument, or the failure to collect or make contributions to a **Covered Plan**, except that this exclusion shall not apply to **Costs of Defense**;
- G. alleging, arising out of, based upon or attributable to any breach of fiduciary duty or act, error or omission in his, her or

its capacity as a **Fiduciary** or **Administrator** of any plan, fund or program (other than a **Covered Plan** as defined in this Policy) or by reason of his, her or its status as a **Fiduciary** or **Administrator** of such other plan, fund or program;

- H. for bodily injury, sickness, disease, death or emotional distress of any person, or damage to or destruction of any tangible property, including the loss of use thereof;
- I. alleging, arising out of, based upon or attributable to any **Wrongful Act** as respects a **Covered Plan** taking place at the time when the **Sponsor Organization** did not sponsor such **Covered Plan** or when the **Insured Person** was not a **Fiduciary** or **Administrator** of a **Covered Plan**; or
- J. alleging, arising out of, based upon or attributable to, directly or indirectly resulting from, or in consequence of, or in any way involving, **Pollution**, including but not limited to, any **Claim** for financial loss to the **Sponsor Organization** or a **Covered Plan**, its security holders or its creditors.

SECTION V. LIMIT OF LIABILITY

- A. The **Insurer** shall be liable to pay **Loss** in excess of the Retention amount stated in Item 4 of the Declarations up to the Limit of Liability stated in Item 3 of the Declarations.
- B. **Costs of Defense** shall be part of, and not in addition to, the Limit of Liability stated in Item 3 of the Declarations, and such **Costs of Defense** shall serve to reduce the Limit of Liability.
- C. The **Insurer's** liability for all **Loss** arising from any and all **Claims** first made and reported during the **Policy Period** shall be the amount shown in Item 3 of the Declarations which shall be the aggregate Limit of Liability of the **Insurer** for the **Policy Period** (and Discovery Period, if applicable) regardless of the time of payment or the number of **Claims**.

SECTION VI. RETENTION

- A. The obligation of the **Insurer** to pay **Loss**, including **Costs of Defense**, will only be in excess of the applicable Retention set forth in Item 4 of the Declarations. The **Insurer** will have no obligation whatsoever, either to the **Insured** or any other

person or entity, to pay all or any portion of any Retention amount by or on behalf of any **Insured** or its representative.

- B. More than one **Claim** alleging the same **Wrongful Act** or **Related Wrongful Acts** of one or more **Insureds** shall be considered a single **Claim**, and only one Retention shall be applicable to such single **Claim**. All such **Claims** constituting a single **Claim** shall be deemed to have been made on the earlier of the following dates: **(1)** the earliest date on which any such **Claim** was first made; or **(2)** the earliest date on which any such **Wrongful Act** or **Related Wrongful Acts** was reported under this Policy or any other policy providing similar coverage.
- C. The **Sponsor Organization** shall be responsible for, and shall hold the **Insurer** harmless from, any amount within the Retention.

SECTION VII. NOTICE OF CLAIM

- A. The **Insureds** shall, as a condition precedent to their rights under this Policy, give the **Insurer** notice in writing of any **Claim** which is made during the **Policy Period**. Such notice shall be given as soon as practicable but in no event later than thirty (30) days after the end of the **Policy Period** or Discovery Period, if applicable. If notice is provided pursuant to this Section, any **Claim** subsequently made against an **Insured** and reported to the **Insurer** alleging, arising out of, based upon or attributable to the prior noticed **Claim** or alleging any **Related Wrongful Act**, shall be considered related to the prior **Claim** and made at the time notice of the prior **Claim** was first provided.
- B. If during the **Policy Period** or during the Discovery Period (if applicable) a **Sponsor Organization** or an **Insured** shall become aware of any circumstance which may reasonably be expected to give rise to a **Claim** being made against an **Insured** and shall give written notice to the **Insurer** of the circumstance, the **Wrongful Act** allegations anticipated and the reasons for anticipating such a **Claim**, with full particulars as to dates, persons and entities involved, then a **Claim** which is subsequently made against such **Insured** and reported to the **Insurer** alleging, arising out of, based upon or attributable to such circumstance or alleging any **Wrongful Act** which is

the same as or related to any **Wrongful Act** alleged or contained in such circumstance, shall be considered made at the time such notice of such circumstance was given. Such notice to be given as soon as practicable, but in no event later than the end of the **Policy Period**.

- C. In addition to furnishing the notice as provided in Sections VII.A or VII.B the **Insured** shall, as soon as practicable, furnish the **Insurer** with copies of all reports, investigations, pleadings and other papers received in connection with such **Claim** or notice of circumstance.
- D. Notice to the **Insurer** as provided in Sections VII.A or VII.B shall be given to the **Insurer** identified in, and to the address set forth in Item 8 of the Declarations.

SECTION VIII. DISCOVERY PERIOD

- A. In the event the **Insurer** or the **Sponsor Organization** refuses to renew this Policy, the **Sponsor Organization** shall have the right, upon payment of one hundred percent (100%) of the annual premium, (or if the **Policy Period** is other than annual, one hundred percent (100%) of the annualized premium), to an extension of the coverage provided by this Policy with respect to any **Claim** first made against any **Insured** during the period of twelve (12) months after the end of the **Policy Period** and reported to the **Insurer** pursuant to the provisions of this Policy, but only with respect to any **Wrongful Act** committed or alleged to have been committed before the end of the **Policy Period**. This twelve (12) month period shall be referred to in this Policy as the Discovery Period.
- B. As a condition precedent to the right to purchase the Discovery Period, the total premium for this Policy must have been paid, and a written request together with payment of the appropriate premium for the Discovery Period must be provided to the **Insurer** no later than thirty (30) days after the end of the **Policy Period**.
- C. The fact that the coverage provided by this Policy may be extended by virtue of the purchase of the Discovery Period shall not in any way increase the aggregate Limit of Liability stated in Item 3 of the Declarations. For purposes of the aggregate Limit of Liability, if the Policy is extended the

Discovery Period shall be part of, and not in addition to, the **Policy Period**.

SECTION IX. GENERAL CONDITIONS

A. CANCELLATION OR NON-RENEWAL

1. This Policy may be cancelled by the **Sponsor Organization** at any time by written notice to the **Insurer**. Upon cancellation, the **Insurer** shall retain the customary short rate portion of the premium, unless this Policy is converted to Run-Off pursuant to Section IX.D wherein the entire premium for this Policy shall be deemed earned.
2. This Policy may only be cancelled by the **Insurer** if the **Sponsor Organization** does not pay the premium when due. The **Insurer** shall mail or deliver notice of cancellation to the **Sponsor Organization** at least ten (10) days before the effective date of cancellation.
3. If the **Insurer** elects not to renew this Policy, the **Insurer** shall provide the **Sponsor Organization** with no less than sixty (60) days advance notice thereof.

B. APPLICATION

It is agreed by the **Sponsor Organization** and the **Insured Person** that the particulars and statements contained in the application and any information provided therewith (which shall be on file with the **Insurer** and be deemed attached hereto as if physically attached hereto) are the basis of this Policy and are to be considered as incorporated in and constituting a part of this Policy. It is further agreed by the **Sponsor Organization** and the **Insureds** that the statements in the application or in any information provided therewith are their representations, that they are material and that this Policy is issued in reliance upon the truth of such representations. Knowledge of any **Insured Person** of a misstatement or omission in the application shall not be imputed to any other **Insured Person** for purposes of determining the validity of this Policy as to such other **Insured Person**.

C. ACTION AGAINST THE INSURER

1. No action shall be taken against the **Insurer** unless, as a condition precedent thereto, there shall have been full

compliance with all of the terms of this Policy, and until the **Insured's** obligation to pay shall have been finally determined by an adjudication against the **Insured** or by written agreement of the **Insured**, claimant and the **Insurer**.

2. No person or organization shall have any right under this Policy to join the **Insurer** as a party to any **Claim** against the **Insured** nor shall the **Insurer** be impleaded by any **Insured** or their legal representative in any such **Claim**.

D. CONVERSION TO RUN-OFF COVERAGE

If, during the **Policy Period**, a transaction occurs wherein another entity gains control of the **Sponsor Organization** through the ownership of more than fifty percent (50%) of the voting stock of the **Sponsor Organization**, or the **Sponsor Organization** merges into another entity or consolidates with another entity such that the **Sponsor Organization** is not the surviving entity, then:

1. this Policy shall only apply to a **Wrongful Act** actually or allegedly committed on or before the effective date of such transaction; and
2. the entire premium for this Policy shall be deemed earned as of the date of such transaction.

E. COVERAGE EXTENSIONS

1. Lawful Spouse or Domestic Partner Provision

The coverage provided by this Policy shall also apply to the lawful spouse or **Domestic Partner** of an **Insured Person**, but only for **Claims** arising out of any actual or alleged **Wrongful Act** of such **Insured Person**.

2. Worldwide Provision

The coverage provided under this Policy shall apply worldwide. The terms **Sponsor Organization**, **Fiduciary** and **Administrator** are deemed to include the entity or persons who serve in equivalent positions in a foreign **Subsidiary**.

3. Estates and Legal Representatives

The coverage provided by this Policy shall also apply to the estates, heirs, legal representatives or assigns of any **Insured Person** in the event of their death, incapacity or bankruptcy, but only for **Claims** arising out of any actual or alleged **Wrongful Act** of such **Insured Person**.

F. PRIORITY OF PAYMENTS

1. In the event there is **Loss** arising from one or more covered **Claims** for which payment is due under this Policy, the **Insurer** shall in all events:
 - (a) first pay such **Loss** for which coverage is provided under this Policy to an **Insured Person** and/or a **Covered Plan**; then,
 - (b) with respect to whatever remaining amount of the Limit of Liability is available after payment pursuant to Section F.1.(a) above, pay such **Loss** for which coverage is provided under this Policy to the **Sponsor Organization**.

G. SUBROGATION

In the event of any payment under this Policy, the **Insurer** shall be subrogated to all of the **Insureds'** rights of recovery and the **Sponsor Organization** and each **Insured Person** 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 the **Insurer** to effectively bring suit in the name of any **Insured Person** or the **Sponsor Organization**.

H. WAIVER OF RECOURSE

If this Policy has been purchased by an **Insured Person** rather than a **Covered Plan**, the **Insurer** shall have no right of recourse against any such **Insured Person**; however, the **Insurer** shall have a right of recourse against any **Insured Person** for any **Claim** by any **Insured** against any other **Insured** if such **Claim** is not initiated by and maintained

independent of and without the assistance, participation or solicitation of the **Insured** against whom the **Claim** is made.

I. DISPUTE RESOLUTION

In the event any dispute arises in connection with this Policy that cannot be resolved, the **Insurer** and the **Insureds** shall participate in a non-binding mediation in which the **Insurer** and the **Insureds** shall attempt in good faith to resolve such dispute. Either the **Insured** or the **Insurer** shall have the right to commence a judicial proceeding or, if the parties agree, a binding arbitration, to resolve such dispute. However, no judicial proceeding or arbitration shall be commenced until termination of the mediation and until at least ninety (90) days has passed from the termination of the mediation. Each party will bear its own legal fees and expenses. The costs and expenses of a mediation, or an arbitration, shall be split equally by the parties.

J. ASSIGNMENT

Assignment of interest under this Policy shall not bind the **Insurer** until its consent is endorsed hereon.

K. CONFORMITY TO STATUTE

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

L. ENTIRE AGREEMENT

By acceptance of this Policy, the **Insured** and the **Insurer** agree that this Policy (including the Declarations, application submitted to the **Insurer** and any information provided therewith) and any written endorsements attached hereto constitute the entire agreement between the parties. The terms, conditions and limitations of this Policy can be waived or changed only by written endorsement.

M. SPONSOR ORGANIZATION REPRESENTS INSUREDS

By acceptance of this Policy, the **Sponsor Organization** shall be designated to act on behalf of all **Insureds** for all purposes including, but not limited to, the giving and receiving of all

notices and correspondence, the cancellation or non-renewal of this Policy, the payment of premiums, and the receipt of any return premiums that may be due under this Policy.

N. REPRESENTATIVE OF THE INSURER

Ironshore Insurance Services, LLC, 1 Exchange Plaza (55 Broadway), New York, NY 10006 shall act on behalf of the **Insurer** for all purposes including, but not limited to, the giving and receiving of all notices and correspondence; provided, however, notice of **Claims** shall be given pursuant to Section VII of this Policy.

O. SERVICE OF SUIT

In the event of the failure of the **Insurer** to pay any amount claimed to be due hereunder, the **Insurer** at the request of the **Insured**, will submit to the jurisdiction of any court of competent jurisdiction within the United States. Nothing in this condition constitutes or shall be understood to constitute a waiver of the right of the **Insurer** to commence an action in any court of competent jurisdiction within the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States.

Service of process in any such suit may be made upon Ironshore Insurance Services, LLC, 1 Exchange Plaza (55 Broadway), New York, NY 10006. In any suit instituted against the **Insurer** upon this Policy the **Insurer** will abide by the final decision of such court or of any appellate court in the event of any appeal.

Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the **Insurer** hereby designates the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his or her successor or successors in office, as its true and lawful attorney upon whom may be served lawful process in any action, suit or proceeding instituted by or on behalf of the **Insured** or any beneficiary hereunder arising out of this Policy, and hereby designates the above named Ironshore Insurance Services, LLC, 1

Exchange Plaza (55 Broadway), New York, NY 10006 as the entity to whom said officer is authorized to mail such process or a true copy thereof.

P. OTHER INSURANCE

All **Loss** payable under this Policy shall be specifically excess of and will not contribute with any other valid insurance (whether collectible or not), including, but not limited to, any other insurance under which there is a duty to defend, unless such other insurance is specifically stated to be and was underwritten as excess insurance to this particular Policy. This Policy will not be subject to the terms of any other insurance.

Q. BANKRUPTCY

Bankruptcy or insolvency of the **Sponsor Organization** or any **Insured Person** shall not relieve the **Insurer** of any of its obligations under this Policy.

R. HEADINGS

The descriptions in the headings of this Policy form no part of the terms and conditions of the coverage under this Policy.



IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) IRON411

ENDORSEMENT #:

Policy Number:

Effective Date of Endorsement:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY

502(c) ERISA PENALTY COVERAGE WITH SUBLIMIT

In consideration of the premium charged, it is hereby understood and agreed that the definition of “**Loss**” in Section III is amended to include the civil penalties imposed on an **Insured** under Section 502(c) of **ERISA**, with respect to covered settlements and judgments.

It is further understood and agreed that solely with respect to the coverage provided by this endorsement, the maximum limit of the **Insurer’s** liability for all 502(c) penalties in the aggregate shall be \$50,000 (“Sublimit of Liability for 502(c) Civil Penalties”). This Sublimit of Liability for 502(c) Civil Penalties shall be part of and not in addition to the aggregate Limit of Liability stated in Item 3 of the Declarations and shall in no way serve to increase the **Insurer’s** Limit of Liability as therein stated.

Solely with respect to this endorsement, it is also hereby understood and agreed that the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against an **Insured** alleging any **Wrongful Act** occurring prior to _____ or after the end of the **Policy Period**. This **Policy** only provides coverage for **Wrongful Acts** occurring on or after _____ and prior to the end of the **Policy Period** and otherwise covered by this Policy. **Loss** arising out of the same or related **Wrongful Act** shall be deemed to arise from the first such same or related **Wrongful Act**.

It is further understood and agreed that solely with respect to this endorsement, the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim**, or knowledge of any demand, audit, notice, event, action, investigation, circumstance or situation that could give rise to a **Claim**, as of _____.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

DATE



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ACTUARIAL ERRORS AND OMISSIONS EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured** alleging, arising out of, based upon or attributable to any actuarial act, error, omission or assumption, regardless of whether such act, error or omission was committed by an **Insured**, a third party service provider, or otherwise.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

DATE



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ADDITION TO THE TERM “SUBSIDIARY”

In consideration of the additional premium of \$_____, it is hereby understood and agreed that Section III. DEFINITIONS X. “**Subsidiary**” is hereby amended to include the following entity:

Subsidiary

Pending and Prior Date

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

DATE



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ADDITION TO THE TERM “SUBSIDIARY”

In consideration of the premium charged, it is hereby understood and agreed that Section III. DEFINITIONS X. “**Subsidiary**” is hereby amended to include the following entity:

Subsidiary

Pending and Prior Date

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

DATE



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ADDITIONAL LISTED PLANS

In consideration of the premium charged, it is hereby understood and agreed that the definition of “**Plan**” shall also include the following listed **Plan**, subject to the corresponding PENDING AND PRIOR DATE stated in Item 7 of the Declarations:

PLAN

PENDING AND PRIOR DATE

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

DATE



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CASH BALANCE AND PENSION EQUITY PLAN EXCLUSION

In consideration of the premium charged it is hereby understood and agreed that Section IV., EXCLUSIONS, is hereby amended by adding the following new and separate exclusion to the end thereof:

alleging, arising out of, based upon or attributable to any conversion to, establishment of, or adoption of any **Cash Balance Plan** or **Pension Equity Plan**.

For purposes of this endorsement –

- (a) The term “**Cash Balance Plan**” shall mean a type of defined benefit plan that determines the amount of benefits by reference to a plan participant’s hypothetical account.
- (b) The term “**Pension Equity Plan**” shall mean a type of pension plan or formula under which a plan participant generally accumulates points each year based on the participant’s age in the year worked. The plan participant’s benefit is then determined by dividing the number of points by a conversion factor that increases in direct correlation to the plan participant’s age.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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EXPANDED POLICY PERIOD

In consideration of the additional premium of \$_____ (pro rata amount of the annual premium), it is hereby understood and agreed that the Item 2 of the Declarations entitled **POLICY PERIOD** is deleted in its entirety and replaced with the following:

Item 2. **POLICY PERIOD**

- (a) Inception Date –
- (b) Expiration Date –

(at 12:01 a.m. for both dates at the principal address shown in Item 1 of the Declarations.)

It is further understood and agreed that the Limit of Liability for this expanded **POLICY PERIOD** shall be part of and not in addition to the Limit of Liability stated in Item 3 of the Declarations.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

DATE



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FAILURE TO FUND EXCLUSION – AMENDED

In consideration of the premium charged, it is hereby understood and agreed that Section IV., EXCLUSION F. is deleted in its entirety and replaced with the following:

- F.** alleging, arising out of, based upon or attributable to the failure to fund a **Covered Plan** in accordance with **ERISA** or the **Covered Plan** instrument, or the failure to collect or make contributions owed to a **Covered Plan**;

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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FULL GOVERNMENT AND REGULATORY EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that Section III, DEFINITIONS, “**Claim**” is deleted in its entirety and replaced with the following:

“**Claim**” shall mean:

1. any written demand for monetary, non-monetary or injunctive relief;
2. any civil proceeding in a court of law or equity or an arbitration proceeding, including any appeal therefrom, which is commenced by the filing of a complaint, motion for judgment or similar pleading and/or any criminal proceeding which is commenced by the return of an indictment or similar document.

provided, however, that in no event shall the definition of “**Claim**” include any matter stated in 1. or 2. above if brought by or on behalf of any government agency, body or regulatory authority, including, but not limited to, the U.S. Department of Labor, the Pension Benefit Guaranty Corporation, or any similar government agency, body or authority which is located outside of the United States.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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TERM “INSURED PERSON” AMENDED

In consideration of the premium charged, it is hereby understood and agreed that Section III. DEFINITIONS O. “**Insured Person**” is amended to include the following person, solely in his or her capacity as stated below for services rendered to a **Covered Plan** of the **Sponsor Organization**:

Insured Person

Capacity

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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MAJOR SHAREHOLDER EXCLUSION

In consideration of the premium charged it is hereby understood and agreed that the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured** which is brought by any individual or entity that owns or controls (whether beneficially, directly, indirectly or derivatively) _____% or more of the outstanding voting stock of the **Sponsor Organization** (hereinafter “Major Shareholder”); or by any security holder of the **Sponsor Organization** or a **Covered Plan** (whether beneficially, directly, indirectly or derivatively) unless such security holder’s **Claim** is instigated and continued totally independent of, and totally without the participation, solicitation of, or assistance of any Major Shareholder.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

DATE



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**PENDING AND PRIOR LITIGATION AND KNOWN WRONGFUL ACTS EXCLUSION
FOR EXCESS LIMITS**

In consideration of the premium charged, it is hereby understood and agreed that with respect to \$_____ excess of \$_____ of the **Limit of Liability** stated in Item 3 of the Declarations, the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured**:

- (a) alleging, arising out of, based upon or attributable to any civil, criminal, administrative or investigative proceeding pending or prior to _____, or any **Wrongful Act** or **Related Wrongful Acts** or any fact, circumstance or situation underlying or alleged in such pending or prior proceeding; or
- (b) alleging any **Wrongful Act** occurring prior to _____ if any **Insured** knew or could have reasonably foreseen that such **Wrongful Act** or **Related Wrongful Acts** could lead to a **Claim** triggering the \$_____ excess of \$_____ limit of liability .

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

DATE



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PENDING AND PRIOR DATE – EXCESS LIMITS

In consideration of the premium charged, it is hereby understood and agreed that the Item 7 of the Declarations page entitled PENDING AND PRIOR DATE is hereby deleted in its entirety and replaced by the following:

PENDING AND PRIOR DATE:

- A. For the first \$ _____ Limit of Liability: [DATE] _____
- B. For the \$ _____ in excess
of the \$ _____ Limit of Liability: [DATE] _____

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

DATE



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PRIOR ACTS EXCLUSION (SPONSOR ORGANIZATION SECURITIES)

In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** shall not be liable to make any payment for **Loss** alleging, arising out of, based upon or attributable to a **Claim** for an alleged **Wrongful Act** or **Breach of Fiduciary Duty** which occurred prior to _____ or after the end of the **Policy Period** in connection with any securities issued by the **Sponsor Organization**. This Policy only provides coverage for **Loss** arising from such **Claim** occurring on or after _____ and prior to the end of the **Policy Period** and otherwise covered by this Policy. **Loss** arising out of the same or related **Wrongful Act** or related **Breach of Fiduciary Duty** shall be deemed to arise from the first such same or related **Wrongful Acts** or **Breach(es) of Fiduciary Duty**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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PRIOR ACTS EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** for any **Wrongful Act** which occurred prior to _____. **Loss** arising out of the same **Wrongful Act** or **Related Wrongful Acts** shall be deemed to arise from the first such **Wrongful Act**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

DATE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY

**EXCLUSION FOR CLAIMS ARISING OUT OF CHANGE IN VALUE OF
SPONSOR ORGANIZATION STOCK**

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for Loss for any Claim(s) made against any Insured(s) in connection with a Plan(s) covered under this policy which alleges, arises out of, is based upon or attributable to a change in the value and/or price of securities of the Sponsor Organization or any affiliate thereof.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

DATE



IRONSHORE INDEMNITY INC.
1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) IRON411

ENDORSEMENT #:

Policy Number:
Endorsement:

Effective Date of

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY

**RELIANCE UPON
OTHER CARRIER'S APPLICATION**

In granting coverage under this Policy, it is agreed that the **Insurer** has relied upon the statements, representations, information and/or documents that form the below referenced insurance policy application (as being true, accurate and complete as of the date such application was signed).

TYPE OF POLICY APPLICATION
SIGNED

CARRIER

DATE

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

DATE



IRONSHORE INDEMNITY INC.

1 Exchange Plaza
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**RETENTION AMENDED ENDORSEMENT
(SEPARATE ESOP RETENTION)**

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

- 1. Item 4., RETENTION, of the Declarations is deleted in its entirety and replaced with the following:

Item 4. RETENTION: \$ _____	(applicable to Indemnifiable Loss , including payment of Costs of Defense) Not applicable to: (i) non- Indemnifiable Loss of an Insured Person ; or (ii) judgments and settlements (all Claims , except an ESOP Claim)
4(a) ESOP Claim: (all Indemnifiable Loss , including Costs of Defense)	\$ _____

- 2. **Section VI. RETENTION** is deleted in its entirety and replaced with the following:

SECTION VI. RETENTION

The **Insurer** shall only be liable for the amount of **Loss** arising from a **Claim** which is in excess of the Retention amount stated in Item 4 of the Declarations, such Retention amount to be borne by the **Insured** and shall remain uninsured. The Retention amount specified in Item 4 applies to a **Claim**, other than an **ESOP Claim**, with regard to all **Costs of Defense** other than non-**Indemnifiable Loss** of any **Insured Person**. The Retention amount specified in Item 4(a) applies to **Indemnifiable Loss** that arises out of an **ESOP Claim**.

A single Retention amount shall apply to **Loss** arising from all **Claims** alleging the same **Wrongful Act** or related **Wrongful Acts**.

In the event a **Claim** triggers more than one of the Retention amounts stated in Items 4 and 4(a) of this endorsement, then, as to that **Claim**, the highest of such Retention

amounts shall be deemed the Retention amount applicable to **Loss** (to which a Retention is applicable pursuant to the terms of this Policy) arising from such **Claim**.

3. Solely for purposes of this endorsement:

“ESOP Claim” means any **Claim** against any **Insured** for any actual or alleged **Wrongful Act** arising out of, based upon or attributable to an **ESOP**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

DATE



IRONSHORE INDEMNITY INC.
1 Exchange Plaza
(55 Broadway) 12th Floor
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(877) IRON411

ENDORSEMENT #:

Policy Number:

Effective Date of Endorsement:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY

“RUN-OFF” COVERAGE

In consideration of the additional premium of \$_____, it is hereby understood and agreed that upon the “Effective Date” of the “Transaction”, coverage under this Policy shall be converted to Run-Off coverage for any **Claim** made against any **Insured** and reported to the **Insurer** during the “Run-Off Period” defined below.

Notwithstanding any other provision of the Policy, coverage for a **Claim** made during the “Run-Off Period” shall apply solely with respect to any **Wrongful Act** committed or alleged to have been committed prior to the “Effective Date.”

The limit of liability of the “Run-Off Period” shall be part of, and not in addition to, the Limit of Liability stated in Item 3 of the Declarations.

“Transaction” shall mean:

“Effective Date” shall mean:

“Run-Off Period” shall mean:

“Successor Company” shall mean:

Section III. DEFINITIONS, S. “**Policy Period**” is deleted in its entirety and replaced with the following:

S. “**Policy Period**” shall mean the Run-Off Period.

Section VI. RETENTION, B and C are deleted in their entirety and replaced with the following:

FID.EX.019 (10/07 Ed.)

Page 1 of 2

B. One Retention shall apply to **Loss** arising from each **Claim** alleging the same **Wrongful Act** or **Related Wrongful Acts**. The **Sponsor Organization** and the Successor Company shall be responsible for, and shall hold the **Insurer** harmless from, any amount within the Retention.

Section VII.A. NOTICE OF CLAIM, is deleted in its entirety and replaced with the following:

A. The **Insureds** shall, as a condition precedent to their rights under this Policy, give the **Insurer** notice in writing of any **Claim** which is made during the Run-Off Period. Such notice shall be given as soon as practicable within the Run-Off Period. If notice is provided pursuant to this Section, any **Claim** subsequently made against an **Insured** and reported to the **Insurer** alleging, arising out of, based upon or attributable to the prior noticed **Claim** or alleging any **Related Wrongful Act**, shall be considered related to the prior **Claim** and made at the time notice of the prior **Claim** was first provided.

Section VII.B. NOTICE OF CLAIM, is deleted in its entirety.

Section VIII. DISCOVERY PERIOD, is deleted in its entirety.

Section IX.A. GENERAL CONDITIONS, CANCELLATION OR NONRENEWAL, is deleted in its entirety and replaced with the following:

A. CANCELLATION OR NONRENEWAL

This Policy may only be cancelled in the event of non-payment of premium by
the **Sponsor Organization**.

Section IX. D., GENERAL CONDITIONS, CONVERSION TO RUN-OFF COVERAGE, is deleted in its entirety.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THE POLICY REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

DATE



IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) IRON411

ENDORSEMENT #:

Policy Number:

Effective Date of Endorsement:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY
SPECIFIC CLAIM/DEMAND/AUDIT/NOTICE/EVENT/INVESTIGATION/
LITIGATION OR ACT EXCLUSION**

In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** shall not be liable for any **Loss** in connection with: (i) any **Claim**, demand, audit, notice, event, investigation or action as listed in any one or more of items (1) through (--) below; (hereinafter "**Event**"); (ii) the prosecution, adjudication, settlement, disposition, resolution or defense of: (a) any **Event**; or (b) any **Claim** arising from any **Event**; or (iii) any **Breach of Fiduciary Duty, Wrongful Act**, underlying facts, circumstances, acts or omissions in any way related to any **Event**:

- (1)
- (2)

It is further understood and agreed that the **Insurer** shall not be liable for any **Loss** in connection with any **Claim** alleging, arising out of, based upon, or attributable to a related **Breach of Fiduciary Duty** or related **Wrongful Act** alleged in any of the items (1) - () above, regardless of whether or not such **Claim** involved the same or different **Insureds**, the same or different legal causes of action, or the same or different claimants, is brought in the same or different venue, or is resolved in the same or different forum.

ALL OTHER TERMS, CONDITIONS AND EXCLUSION REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

DATE



IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) IRON411

ENDORSEMENT #:

Policy Number:

Effective Date of Endorsement:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY

**SPECIFIC ENTITY EXCLUSION
(Claims brought by, on behalf of, or against)**

In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** shall not be liable for any **Loss** in connection with any **Claim** brought by, on behalf of, or made against any entity listed below and/or any director, officer, governor, general partner, management committee member, member of the board of managers, employee fiduciary, committee, administrator or trustee thereof:

1. _____ (including any subsidiary or affiliate thereof); or
2. Any employee benefit plan sponsored by _____
(including any subsidiary or affiliate thereof).

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

DATE



IRONSHORE INDEMNITY INC.

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Effective Date of Endorsement:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY

SPECIFIC INDIVIDUAL EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** brought by or on behalf of any individual listed below, and/or any entity of which such individual is a director, officer, management committee member, trustee, employee, fiduciary or administrator (or equivalent position), or by any entity in which such individual owns, or controls, _____ % or more of an equity or debt ownership interest (whether individually or collectively) either directly, indirectly, beneficially or derivatively and/or any past, present or future director, officer, fiduciary or administrator (or equivalent position) of such entity.

INDIVIDUAL

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

DATE



IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
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ENDORSEMENT #:

Policy Number:

Effective Date of Endorsement:

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SPECIFIC INVESTMENT EXCLUSION

In consideration of the premium charged herein, it is understood and agreed that the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured**, including but not limited to any derivative or representative class action, alleging, arising out of, based upon or attributable to the following:

- (1)
- (2)
- (3)

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

DATE



IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
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ENDORSEMENT #:

Policy Number:

Effective Date of Endorsement:

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SPONSOR ORGANIZATION SECURITIES EXCLUSION

In consideration of the premium charged herein, it is understood and agreed that the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured**, including but not limited to any derivative or representative class action, alleging, arising out of, based upon, attributable to or in any way related to any securities of the **Sponsor Organization** or any **Subsidiary** or affiliate thereof.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

DATE



IRONSHORE INDEMNITY INC.

1 Exchange Plaza
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY

SPONSOR ORGANIZATION SECURITIES SEPARATE RETENTION

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

- 1. Item 4 of the Declarations, RETENTION, is amended by addition of the following at the end thereof:

However, for all **Loss** in connection with any **Claim** made against any **Insured**, including but not limited to any derivative or representative class action, arising out of, based upon, or attributable to any securities of the **Sponsor Organization** (including any **Subsidiary** or any affiliate thereof) the RETENTION shall be \$ _____.

- 2. Section VI, RETENTION, is deleted in its entirety and replaced with the following:

VI. RETENTION

The **Insurer** shall only be liable for the amount of **Loss** arising from a **Claim** which is in excess of the applicable Retention amount stated in Item 4 of the Declarations. Such Retention amount to be borne by the **Insured** and shall remain uninsured with regard to all **Loss** under Item 4, other than: (1) non-**Indemnifiable Loss** of an **Insured Person**. A single Retention amount shall apply to **Loss** arising from all **Claims** alleging the same **Wrongful Act** or related **Wrongful Acts**.

- 3. It is hereby understood and agreed that this endorsement shall only apply as a limitation on coverage otherwise provided by this Policy and shall not in any way be construed as an intent to expand coverage under this Policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

DATE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY

SPONSOR ORGANIZATION SECURITIES SUBLIMIT OF LIABILITY

In consideration of the premium charged herein, it is understood and agreed that SECTION V, LIMIT OF LIABILITY is amended by addition of the following at the end thereof:

With respect to all **Loss** in connection with any **Claim** made against any **Insured**, including but not limited to any derivative or representative class action, arising out of, based upon, or attributable to any securities of the **Sponsor Organization** or any **Subsidiary** or affiliate thereof, the aggregate limit of the **Insurer's** liability for all such **Loss** shall be \$ _____, (hereinafter called the "**Sponsor Securities Sublimit of Liability**"). This **Sponsor Securities Sublimit of Liability** shall be part of and not in addition to the Limit of Liability stated in Item 3 of the Declarations, and in no way shall serve to increase the **Insurer's** Limit of Liability as stated therein.

It is further understood and agreed that this endorsement shall only apply as a limitation on coverage otherwise provided by this Policy and shall not in any way be construed as an intent to expand coverage under this Policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

DATE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY

SPONSOR ORGANIZATION SECURITIES SEPARATE RETENTION AND SUBLIMIT OF LIABILITY

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

- 1. Item 4 of the Declarations, RETENTION, is amended by addition of the following at the end thereof:

For all **Indemnifiable Loss** in connection with any **Claim** made against any **Insured**, including but not limited to any derivative or representative class action arising out of, based upon or attributable to any securities of the **Sponsor Organization** (including any **Subsidiary** or affiliate thereof) the RETENTION shall be \$ _____.

- 2. **Section VI, RETENTION**, is deleted in its entirety and replaced with the following:

SECTION VI. RETENTION

The **Insurer** shall only be liable for the amount of **Loss** arising from a **Claim** which is in excess of the applicable Retention amount stated in Item 4 of the Declarations. Such Retention amount to be borne by the **Insured** and shall remain uninsured with regard to all **Costs of Defense** under Item 4, other than non-**Indemnifiable Loss** of an **Insured Person**. A single Retention amount shall apply to **Loss** arising from all **Claims** alleging the same **Wrongful Act** or related **Wrongful Acts**.

- 3. Item 3, **LIMIT OF LIABILITY**, is amended by addition of the following at the end thereof:

With respect to all **Loss** in connection with any **Claim** made against any **Insured**, including but not limited to any derivative or representative class action alleging, arising out of, based upon, or attributable to any securities of the **Sponsor Organization** or **Subsidiary** or any affiliate thereof, the aggregate limit of the **Insurer's** liability for all such **Loss** shall be \$**XXXXXXXX**, (hereinafter called the "**Sponsor Securities Sublimit of Liability**"). The **Sponsor Securities Sublimit of Liability** shall be part of and not in addition to the aggregate **Limit of Liability** stated in Item 3

of the Declarations, and in no way shall serve to increase the **Insurer's** Limit of Liability as stated therein.

4. It is hereby understood and agreed that this endorsement shall only apply as a limitation on coverage otherwise provided by this Policy and shall not in any way be construed as an intent to expand coverage under this Policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

DATE



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SUBSIDIARY – AUTO SUBSIDIARY THRESHOLD DECREASED

In consideration of the premium charged, it is hereby understood and agreed that Section III. DEFINITIONS X. “**Subsidiary**”, subparagraph (2), is deleted in its entirety and replaced with the following:

- (2) subsequent to the Inception Date of this Policy by reason of being created or acquired by the **Sponsor Organization** after such date, if the entity’s total assets do not exceed _____ percent (_____%) of the total consolidated assets of the **Sponsor Organization** as of the Inception Date of this Policy; or

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

DATE



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TIE-IN OF LIMITS ENDORSEMENT (COMMON CLAIM)

In consideration of the premium charged, it is hereby understood and agreed that with respect to any **Claim** alleging the same **Wrongful Act** or related **Wrongful Acts**, in which at least one person/entity claimed against is an **Insured** under this Policy, and at least one person/entity claimed against is an **Insured** under Directors and Officers Liability Insurance Policy number _____/ Employee Benefit Plan Fiduciary Liability number _____ (or any successor or replacement thereof), issued by the **Insurer** to _____, the combined limit of liability under both policies for such **Claim** shall be \$_____. This limitation shall apply even if both policies have been triggered due to a **Claim** against the same person/entity but alleging any **Wrongful Act** both in his/her/its capacity as an **Insured** of _____ and as an **Insured** of the **Sponsor Organization**.

Nothing in this endorsement shall be construed to increase the **Insurer's** Limit of Liability under this Policy as stated in Item 3 of the Declarations, which shall remain \$_____.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

DATE



IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway) 12th Floor
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(877) IRON411

ENDORSEMENT #:

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Endorsement:

Effective Date of

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY
SEPARATE RETENTION FOR CASH BALANCE AND PENSION EQUITY PLANS

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

- 1. Item 4 of the Declarations, RETENTION, is amended by addition of the following at the end thereof:

However, for all **Loss** in connection with any **Claim** alleging, arising out of, based upon or attributable to any conversion to, establishment of, merger of, or adoption of any **Cash Balance Plan** or **Pension Equity Plan** the RETENTION shall be:
\$_____

- 2. **SECTION VI, RETENTION**, is deleted in its entirety and replaced with the following:

VI. RETENTION

The **Insurer** shall only be liable for the amount of **Loss** arising from a **Claim** which is in excess of the applicable Retention amount stated in Item 4 of the Declarations. Such Retention amount to be borne by the **Insured** and shall remain uninsured with regard to all **Loss** other than non-**Indemnifiable Loss** of an **Insured Person**. A single Retention amount shall apply to **Loss** arising from all **Claims** alleging the same **Wrongful Act** or related **Wrongful Acts**.

- 3. For purposes of this endorsement, the following terms shall apply:

- (i) **“Cash Balance Plan”** shall mean a type of defined benefit plan that determines the amount of benefits by reference to a plan participant’s hypothetical account.

- (ii) **“Pension Equity Plan”** shall mean a type of pension plan or formula under which a plan participant generally accumulates points each year based on the participant’s age in the year worked. The plan participant’s benefit is then determined by dividing the number of points by a conversion factor that increases in direct correlation to the plan participant’s age.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

DATE



IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS AMENDATORY ENDORSEMENT

Endorsement forming a part of and attaching to this Employee Benefit Plan Fiduciary Insurance Policy as stated above.

It is hereby understood and agreed that:

1. Subparagraph (2) of Paragraph **A. Cancellation or Non-Renewal of Section IX. General Conditions** is hereby deleted in its entirety and replaced by the following:

(2) Should the **Insurer** decide to nonrenew this Policy, then the **Insurer** shall mail written notice of nonrenewal to the **Sponsor Organization** at the principal address shown in Item 1. of the Declarations at least sixty (60) days before the end of the **Policy Period**.

Should the **Insurer** revise its rates or rules resulting in a premium increase equal to or greater than twenty-five percent (25%) on any renewal Policy issued for a term of twelve (12) months or less, the **Insurer** shall mail or deliver to the **Sponsor Organization's** agent not less than thirty (30) days prior to the effective date of renewal, and to the **Sponsor Organization** not less than ten (10) days prior to the effective date of renewal, notice specifically stating the **Insurer's** intention to increase the premium by an amount equal to or greater than twenty-five percent (25%).

2. Paragraph **C. of Section V. Limit of Liability** is hereby deleted in its entirety and replaced by the following:

C. The **Insurer's** liability for all **Loss** arising from any and all **Claims** first made and reported during the **Policy Period** shall be the amount shown in item 3 of the Declarations which shall be the aggregate Limit of Liability of the **Insurer** for the **Policy Period** (and Discovery Period, if applicable) regardless of the time of payment or the number of **Claims**. The Limit of Liability for the Discovery Period shall be the greater of the remainder of the expiring policy aggregate limit or 50 % of the aggregate policy limit.

3. Paragraph **A. of Section VII. Notice of Claim** is hereby deleted in its entirety and replaced by the following:

- A. The **Insured** shall, as a condition precedent to their rights under this Policy, give the **Insurer** notice in writing of any **Claim** which is made during the **Policy Period** or Discovery period. Such notice shall be given as soon as practicable but in no event later than sixty (60) days after the end of the **Policy Period** or Discovery Period, if applicable. If notice is provided pursuant to this Section, any **Claim** subsequently made against an **Insured** and reported to the **Insurer** alleging, arising out of, based upon or attributable to the prior noticed **Claim** or alleging any **Related Wrongful Acts**, shall be considered related to the prior **Claim** and made at the time notice of the prior **Claim** was first provided.
4. **Section VII. Notice of Claim** is hereby amended by the addition of the following:
- E. Notice given by or on behalf of the **Sponsor Organization** to any authorized agent of the **Insurer** with specific information to identify the **Insured** is deemed notice of **Claim** to the **Insurer**.
5. Paragraph **B.** of **Section VIII. Discovery Period** is hereby deleted in its entirety and replaced by the following:
- B. As a condition precedent to the right to purchase the Discovery Period, a written request, together with payment of the appropriate premium for the Discovery Period, must be provided to the **Insurer** no later than sixty (60) days after the end of the **Policy Period**.
6. **Section IX. General Conditions** is hereby amended by the addition of the following:

The Arkansas Insurance Department can be contacted at the following address and telephone number:

Arkansas Insurance Department
Consumer Services Division
1200 W. 3rd Street
Little Rock, AR 72201-1904
Telephone (800) 852-5494 or (501) 371-2640

All other terms and conditions of this policy remain unchanged.

SERFF Tracking Number: WESA-125582366 *State:* Arkansas
Filing Company: Ironshore Indemnity, Inc. *State Tracking Number:* #27649 \$50
Company Tracking Number: FID-08-001
TOI: 17.0 Other Liability - Claims Made/Occurrence *Sub-TOI:* 17.0006 Directors & Officers Liability
Product Name: Fiduciary Liability Insurance
Project Name/Number: Fiduciary Liability Insurance New Program Submission/FID-08-001

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: WESA-125582366 State: Arkansas
Filing Company: Ironshore Indemnity, Inc. State Tracking Number: #27649 \$50
Company Tracking Number: FID-08-001
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability
Product Name: Fiduciary Liability Insurance
Project Name/Number: Fiduciary Liability Insurance New Program Submission/FID-08-001

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 04/10/2008

Comments:

Attachment:

AR NAIC.pdf

Satisfied -Name: III Letter of Authorization **Review Status:** Approved 04/10/2008

Comments:

Attached is the letter of authorization.

Attachment:

LOA. Westmont.pdf

Satisfied -Name: Cover Letter **Review Status:** Approved 04/10/2008

Comments:

Attached is the cover letter for this submission.

Attachment:

Cover Letter (Rates Exempt).pdf

Satisfied -Name: Forms Listing **Review Status:** Approved 04/10/2008

Comments:

Attached is the forms listing for this submission.

Attachment:

AR.pdf

Satisfied -Name: Copy of National Specialty Approval **Review Status:** Approved 04/10/2008

Comments:

Attached is a copy of the approval document for the National Specialty submission.

SERFF Tracking Number: WESA-125582366 *State:* Arkansas
Filing Company: Ironshore Indemnity, Inc. *State Tracking Number:* #27649 \$50
Company Tracking Number: FID-08-001
TOI: 17.0 Other Liability - Claims Made/Occurrence *Sub-TOI:* 17.0006 Directors & Officers Liability
Product Name: Fiduciary Liability Insurance
Project Name/Number: Fiduciary Liability Insurance New Program Submission/FID-08-001

Attachment:

AR Form Approval.pdf

Property & Casualty Transmittal Document (Revised 1/1/06)

AR _____

1. Reserved for Insurance Dept. Use Only

--

2. Insurance Department Use Only

a. Date the filing is received:	
b. Analyst:	
c. Disposition:	
d. Date of disposition of the filing:	
e. Effective date of filing:	
New Business	
Renewal Business	
f. State Filing #:	
g. SERFF Filing #:	
h. Subject Codes	

3. Group Name	Group NAIC #

4. Company Name(s)	Domicile	NAIC #	FEIN #
Ironshore Indemnity, Inc	TX	23647	41-012140

5. Company Tracking Number	FID-08-001
-----------------------------------	------------

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Jennifer Waldron	Supervisor, Westmont Associates, Inc.	(856) 216-0220	(856) 216-0303	jenb@westmontlaw.com
	25 Chestnut Street, Suite 105 Haddonfield, NJ 08033				
7.	Signature of authorized filer		Jennifer Waldron		
8.	Please print name of authorized filer		Jennifer Waldron		

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

9.	Type of Insurance (TOI),	Please select from the drop down list. 17.0 - Other Liability
10.	Sub-Type of Insurance (Sub-TOI)	17.0006 - D&O
11.	State Specific Product code(s) (if applicable) [See State Specific Requirements]	None
12.	Company Program Title (marketing title)	Fiduciary Liability Insurance
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other: _____
14.	Effective Date(s) Requested	New: <input type="checkbox"/> Upon Earliest Approval Renewal: <input type="checkbox"/> Upon Earliest Approval
15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	n/a
17.	Reference Organization # & Title	n/a
18.	Company's Date of Filing	3/27/08
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document ---

20.	This filing transmittal is part of Company Tracking #	FID-08-001
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Submission of forms for Company's Fiduciary Liability Insurance program.

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]
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Check #: 27649

Amount: \$50.00

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

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

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 #	FID-08-001			
2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>	N/A			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Application for Employee Benefit Plan Fiduciary Insurance	FID.APP.001 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Employee Benefit Plan Fiduciary Insurance Policy Declarations	FID.DEC.002 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Employee Benefit Plan Fiduciary Insurance Policy	FID.POL.003 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	502(c) ERISA Penalty Coverage with Sublimit	FID.EX.001 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Actuarial Errors & Omissions Exclusion	FID.EX.002 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Addition to the Term "Subsidiary" - Additional Premium	FID.EX.003 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Addition to the Term "Subsidiary" - Premium Charged	FID.EX.004 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Additional Listed Plans	FID.EX.005 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Cash Balance & Pension Equity Plan Exclusion	FID.EX.006 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Expanded Policy Period	FID.EX.007 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

FORM FILING SCHEDULE

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2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>	n/a			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
11	Failure to Fund Exclusion - Amended	FID.EX.008 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	Full Government & Regulatory Exclusion	FID.EX.009 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13	Term "Insured Person" Amended	FID.EX.010 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
14	Major Shareholder Exclusion	FID.EX.011 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
15	Pending & Prior Litigation & Known Wrongful Acts Exclusion for Excess Limits	FID.EX.012 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
16	Pending & Prior Date - Excess Limits	FID.EX.013 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
17	Prior Acts Exclusion (Sponsor Organization Securities)	FID.EX.014 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
18	Prior Acts Exclusion	FID.EX.015 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
19	Exclusion for Claims Arising Out of Change in Value of Sponsor Organization Stock	FID.EX.016 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
20	Reliance Upon Other Carrier's Application	FID.EX.017 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

FORM FILING SCHEDULE

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2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>	n/a			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
21	Retention Amended Endorsement (Separate ESOP Retention)	FID.EX.018 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
22	Run-Off Coverage	FID.EX.019 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
23	Specific Claim/Demand/Audit/Notice/Event/ Investigation/Litigation or Act Exclusion	FID.EX.020 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
24	Specific Entity Exclusion (Claims Brought By, on behalf of, or Against)	FID.EX.021 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
25	Specific Individual Exclusion	FID.EX.022 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
26	Specific Investment Exclusion	FID.EX.023 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
27	Sponsor Organization Securities Exclusion	FID.EX.024 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
28	Sponsor Organization Securities Separate Retention	FID.EX.025 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
29	Sponsor Organization Securities Sublimit of Liability	FID.EX.026 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
30	Sponsor Organization Securities Separate Retention & Sublimit of Liability	FID.EX.027 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

FORM FILING SCHEDULE

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2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>	n/a			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
31	Subsidiary - Auto Subsidiary Threshold Decreased	FID.EX.028 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
32	Tie-In Limits Endorsement (Common Claim)	FID.EX.029 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
33	Separate Retention for Cash Balance & Pension Equity Plans	FID.EX.030 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
34	Arkansas Amendatory Endorsement	FID AR (11/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
35			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
36			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
37			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
38			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
39			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
40			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1



IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway), 12th Floor
New York, NY 10006
tel (646) 826 6600
toll free (877) IRON411
fax (646) 826 6601
www.ironshore.com

December 19, 2007

RE: Ironshore Indemnity Inc.
NAIC#: 23647
FEIN#: 41-0121640
Letter of Authorization
Filing of Forms, Rates and Rules

In accordance with the applicable statutes and regulations of your state, Nancy Stepanski, Wesley Pohler, Jennifer Waldron and Westmont Associates, Inc. are hereby authorized to file form, rate and rule filings on behalf of the Company.

Please direct all correspondence in relation to these filings directly to Mr. Wesley Pohler of Westmont Associates, Inc., 25 Chestnut Street, Suite 105, Haddonfield, NJ 08033. Should you have any questions concerning these filings, please contact Mr. Pohler at (856) 216-0220, fax (856) 216-0303 or by email at Wes@westmontlaw.com

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Mitrovic', is written over the word 'Sincerely,'.

Michael Mitrovic
Senior Vice President

cc: Peter McKeegan
Andrew Cahill



March 27, 2008

Department of Insurance
Property and Casualty Division
Form and Rate Filings Review

RE: **Ironshore Indemnity, Inc.**
NAIC#: 23647/ FEIN#: 41-0121640
Fiduciary Liability Product
New Submission – Form Filing
Company Filing #: FID-08-001
Effective Date: Upon Earliest Possible Approval

To Whom It May Concern:

Enclosed please find Ironshore Indemnity Inc's (the "Company") Fiduciary Liability Insurance filing for your review and approval. This is a new filing and does not replace any forms currently on file in your jurisdiction. A letter permitting Westmont Associates, Inc. to submit this filing on the Company's behalf is enclosed.

The Company's filing is exactly the same as National Specialty Insurance Company's currently approved Fiduciary Liability Insurance Policy filing submission but with Company identifying information revised accordingly.

The Company is filing the attached Fiduciary Liability Insurance product filing for your review and approval. Attached are the final forms that will be used with this filing. Please note the rates and rules for this submission are exempt from the Department's review.

Upon approval of the Company's filing, all new and renewal business currently written on National Specialty's paper will be written by Ironshore Indemnity, Inc. A copy of the National Specialty filing approval has been attached for your ease of reference.

Your approval and/or acknowledgement of this submission is respectfully requested. Thank you for your attention to this matter.

Respectfully submitted,

Jennifer Waldron

Jennifer Waldron
Supervisor
jenb@westmontlaw.com

Enclosures

cc: N. Stepanski
A. Cahill

IRONSHORE INDEMNITY COMPANY
FIDUCIARY INSURANCE CLAIMS COVERAGE
FORMS LISTING

Form Number	Form Title
FID.APP.001	Application for Insurance
FID.DEC.002	Fiduciary Insurance Policy Dec Page (Admitted)
FID.POL.003	Fiduciary Insurance Policy
FID.EX.001	502(c) ERISA Penalty Coverage with Sublimit
FID.EX.002	Actuarial Errors and Omissions Exclusion
FID.EX.003	Addition to the Term "Subsidiary" – Additional Premium
FID.EX.004	Addition to the Term "Subsidiary" – Premium Charged
FID.EX.005	Additional Listed Plans
FID.EX.006	Cash Balance and Pension Equity Plan Exclusion
FID.EX.007	Expanded Policy Period
FID.EX.008	Failure to Fund Exclusion - Amended
FID.EX.009	Full Government and Regulatory Exclusion
FID.EX.010	Term "Insured Person" Amended
FID.EX.011	Major Shareholder Exclusion
FID.EX.012	Pending and Prior Litigation and Known Wrongful Acts Exclusion for Excess Limits
FID.EX.013	Pending and Prior Date – Excess Limits
FID.EX.014	Prior Acts Exclusion (Sponsor Organization Securities)
FID.EX.015	Prior Acts Exclusion
FID.EX.016	Exclusion for Claims Arising Out of Change in Value of Sponsor Organization Stock
FID.EX.017	Reliance Upon other Carrier's Application
FID.EX.018	Retention Amended Endorsement (Separate ESOP Retention)
FID.EX.019	Run-Off Coverage
FID.EX.020	Specific Claim/Demand/Audit/Notice/Event/Investigation/Litigation or Act Exclusion
FID.EX.021	Specific Entity Exclusion (Claims brought by, on behalf of, or against)
FID.EX.022	Specific Individual Exclusion
FID.EX.023	Specific Investment Exclusion
FID.EX.024	Sponsor Organization Securities Exclusion
FID.EX.025	Sponsor Organization Securities Separate Retention
FID.EX.026	Sponsor Organization Securities Sublimit of Liability
FID.EX.027	Sponsor Organization Securities Separate Retention and Sublimit of Liability
FID.EX.028	Subsidiary – Auto Subsidiary Threshold Decreased
FID.EX.029	Tie-In of Limits Endorsement (Common Claim)
FID.EX.030	Separate Retention for Cash Balance and Pension Equity Plans

FID AR	Arkansas Amendatory Endorsement
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SERFF Tracking Number: STNA-125344002 State: Arkansas
Filing Company: National Specialty Insurance Company State Tracking Number: #1642 \$50
Company Tracking Number: FID-07-001-F
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability
Product Name: Fiduciary Liability
Project Name/Number: Fiduciary Liability/FID-07-001-F

Filing at a Glance

Company: National Specialty Insurance Company

Product Name: Fiduciary Liability

SERFF Tr Num: STNA-125344002 State: Arkansas

TOI: 17.0 Other Liability - Claims

SERFF Status: Closed

State Tr Num: #1642 \$50

Made/Occurrence

Sub-TOI: 17.0006 Directors & Officers Liability Co Tr Num: FID-07-001-F

State Status: Fees verified and received

Filing Type: Form

Co Status:

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

Author: Meghan Slenkamp

Disposition Date: 12/06/2007

Date Submitted: 10/31/2007

Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date (New):

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal):

General Information

Project Name: Fiduciary Liability

Status of Filing in Domicile: Authorized

Project Number: FID-07-001-F

Domicile Status Comments: Authorized in Texas.

Reference Organization: None

Reference Number: None

Reference Title: n/a

Advisory Org. Circular: n/a

Filing Status Changed: 12/06/2007

Company Status Changed:

State Status Changed: 12/06/2007

Deemer Date:

Created By: Meghan Slenkamp

Submitted By: Meghan Slenkamp

Corresponding Filing Tracking Number:

Filing Description:

Submission of Employee Benefit Plan Fiduciary Insurance New Program filing.

Company and Contact

Filing Contact Information

Wesley Pohler, Assistant Vice President

wes@westmontlaw.com

25 Chestnut Street

(856) 216-0220 [Phone]

SERFF Tracking Number: STNA-125344002 State: Arkansas
Filing Company: National Specialty Insurance Company State Tracking Number: #1642 \$50
Company Tracking Number: FID-07-001-F
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability
Product Name: Fiduciary Liability
Project Name/Number: Fiduciary Liability/FID-07-001-F

Haddonfield, NJ 08033

Filing Company Information

National Specialty Insurance Company
8200 Anderson Boulevard

CoCode: 22608
Group Code: 93

State of Domicile: Texas
Company Type: Property &
Casualty

Fort Worth, TX 76120
(800) 877-4567 ext. [Phone]

Group Name:
FEIN Number: 75-2816775

State ID Number:
