

SERFF Tracking Number: HART-125648216 State: Arkansas  
Filing Company: Twin City Fire Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: FN.13HS.701.2008.01  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability  
Product Name: THE HARTFORD D&O DEFENDER - DIRECTORS, OFFICERS AND ENTITY LIABILITY PROGRAM  
Project Name/Number: THE HARTFORD D&O DEFENDER - DIRECTORS, OFFICERS AND ENTITY LIABILITY PROGRAM /FN.13HS.701.2008.01

## Filing at a Glance

Company: Twin City Fire Insurance Company

Product Name: THE HARTFORD D&O DEFENDER - DIRECTORS, OFFICERS AND ENTITY LIABILITY PROGRAM  
SERFF Tr Num: HART-125648216 State: Arkansas

TOI: 17.0 Other Liability - Claims Made/Occurrence  
SERFF Status: Closed State Tr Num: EFT \$50

Sub-TOI: 17.0006 Directors & Officers Liability  
Co Tr Num: FN.13HS.701.2008.01 State Status: Fees verified and received

Filing Type: Form  
Co Status: Initial Filing  
Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding

Author: Elsie Rodriguez  
Disposition Date: 05/23/2008

Date Submitted: 05/15/2008  
Disposition Status: Withdrawn

Effective Date Requested (New): 06/15/2008

Effective Date Requested (Renewal): 06/15/2008

Effective Date (New):

Effective Date (Renewal):

State Filing Description:

## General Information

Project Name: THE HARTFORD D&O DEFENDER - DIRECTORS, OFFICERS AND ENTITY LIABILITY PROGRAM

Status of Filing in Domicile: Pending

Project Number: FN.13HS.701.2008.01

Domicile Status Comments: recently filed in domicile state.

Reference Organization: N/A

Reference Number: N/A

Reference Title: N/A

Advisory Org. Circular: N/A

Filing Status Changed: 05/23/2008

State Status Changed: 05/23/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

THE HARTFORD D&O DEFENDER - DIRECTORS, OFFICERS AND ENTITY LIABILITY PROGRAM  
FORMS FILING

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Attached for your review and approval are the enclosed forms for the above program.

## Company and Contact

### Filing Contact Information

Elsie Rodriguez, Comm Lines Specialty ecrodriquez@thehartford.com  
 Account Analyst  
 Hartford Plaza T-18-87 (860) 547-2485 [Phone]  
 Hartford, CT 06115 (806) 547-3838[FAX]

### Filing Company Information

Twin City Fire Insurance Company CoCode: 29459 State of Domicile: Indiana  
 Hartford Plaza Group Code: 91 Company Type: Property  
 Hartford, CT 06115 Group Name: State ID Number:  
 (860) 547-5000 ext. [Phone] FEIN Number: 06-0732738  
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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No  
 Fee Explanation: 50 flat fee  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Twin City Fire Insurance Company	\$50.00	05/15/2008	20340490

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Withdrawn	Edith Roberts	05/23/2008	05/23/2008

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Request to Withdraw Filing	Note To Reviewer	Elsie Rodriguez	05/22/2008	05/22/2008

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## Disposition

Disposition Date: 05/23/2008

Effective Date (New):

Effective Date (Renewal):

Status: Withdrawn

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	Withdrawn	Yes
Supporting Document	EXPLANATORY MEMORANDUM	Withdrawn	Yes
Supporting Document	FORMS LIST	Withdrawn	Yes
Form	Important Policyholder Information - Arkansas	Withdrawn	Yes
Form	Arkansas Cancellation and Nonrenewal Endorsement	Withdrawn	Yes
Form	Arkansas Amendatory Endorsement	Withdrawn	Yes
Form	Arkansas Acknowledgment - Defense Within Limits	Withdrawn	Yes
Form	Declarations Page	Withdrawn	Yes
Form	Policy	Withdrawn	Yes
Form	The D&O Defender Application - Directors, Officers, and Entity Liability Insurance	Withdrawn	Yes
Form	The D&O Defender Application - Directors, Officers, and Entity Liability Insurance (Financial Institutions/Financial Services)	Withdrawn	Yes
Form	The D&O Defender Application - Directors, Officers, and Entity Liability Insurance (For Emerging Markets)	Withdrawn	Yes
Form	Civil Monetary Penalties Coverage	Withdrawn	Yes
Form	Prior Or Pending Litigation Exclusion (Limitation To D&O Claims Only)	Withdrawn	Yes
Form	Company Authorization	Withdrawn	Yes
Form	Amend Named Insured	Withdrawn	Yes
Form	Failure to Maintain Insurance Exclusion	Withdrawn	Yes
Form	Preset Allocation for Securities Claims Endorsement	Withdrawn	Yes
Form	Amend Definition Of Executive Officer (Addition & Deletion of Positions)	Withdrawn	Yes
Form	Directors, Officers And Company Wrongful Practices Exclusion	Withdrawn	Yes

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<b>Form</b>	Mutual Fund Wrongful Practices Exclusion	Withdrawn	Yes
<b>Form</b>	Excluded Entity Endorsement	Withdrawn	Yes
<b>Form</b>	Amend Consent and Cooperation Section	Withdrawn	Yes
<b>Form</b>	State Amendatory Inconsistency Endorsement	Withdrawn	Yes
<b>Form</b>	Amend Definition Of Executive Officer	Withdrawn	Yes
<b>Form</b>	Amend Consent and Cooperation Section to Permit Settlement by the Insured Within the Retention	Withdrawn	Yes
<b>Form</b>	Prior Wrongful Acts Exclusion	Withdrawn	Yes
<b>Form</b>	Major Shareholder Exclusion	Withdrawn	Yes
<b>Form</b>	Medical Incident Exclusion	Withdrawn	Yes
<b>Form</b>	Parent Exclusion	Withdrawn	Yes
<b>Form</b>	Specific Litigation Exclusion	Withdrawn	Yes
<b>Form</b>	General Professional E&O Exclusion	Withdrawn	Yes
<b>Form</b>	Related Party Exclusion	Withdrawn	Yes
<b>Form</b>	Professional Errors And Omissions Exclusion	Withdrawn	Yes
<b>Form</b>	Partnership And Joint Venture Exclusion	Withdrawn	Yes
<b>Form</b>	Franchise Exclusion	Withdrawn	Yes
<b>Form</b>	Subsidiary Exclusion	Withdrawn	Yes
<b>Form</b>	Medical Malpractice Exclusion	Withdrawn	Yes
<b>Form</b>	Classified Loan Exclusion	Withdrawn	Yes
<b>Form</b>	Insider Loans Exclusion	Withdrawn	Yes
<b>Form</b>	Financial Insolvency Exclusion	Withdrawn	Yes
<b>Form</b>	Insurance Regulatory Exclusion	Withdrawn	Yes
<b>Form</b>	Prior Charge Off Exclusion	Withdrawn	Yes
<b>Form</b>	Regulatory Exclusion	Withdrawn	Yes
<b>Form</b>	Third Party Insolvency Exclusion	Withdrawn	Yes
<b>Form</b>	Prior Or Pending Litigation Exclusion (Split Layers)	Withdrawn	Yes
<b>Form</b>	Absolute Tie In Limits Endorsement	Withdrawn	Yes

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<b>Form</b>	Outside For-Profit Position Extension - Triple Excess	Withdrawn	Yes
<b>Form</b>	Common Claim Tie-In Limits Endorsement	Withdrawn	Yes
<b>Form</b>	Securities Claims Sub-Retention Endorsement	Withdrawn	Yes
<b>Form</b>	Outside For-Profit Position Extension - Double Excess	Withdrawn	Yes
<b>Form</b>	Extend Policy Period	Withdrawn	Yes
<b>Form</b>	IRA Extension	Withdrawn	Yes
<b>Form</b>	Regulatory Coverage Endorsement (Sublimit)	Withdrawn	Yes
<b>Form</b>	Regulatory Coverage Endorsement (Successful Defense)	Withdrawn	Yes
<b>Form</b>	Partnership Endorsement	Withdrawn	Yes
<b>Form</b>	Amend Coverage To Include Additional Company	Withdrawn	Yes
<b>Form</b>	Amend Definition Of Director(S) And/Or Officer(S) - Individuals	Withdrawn	Yes
<b>Form</b>	Amend Definition Of Director(S) And/Or Officer(S) - Positions	Withdrawn	Yes
<b>Form</b>	Family Exclusion	Withdrawn	Yes
<b>Form</b>	Fully-Earned Premium	Withdrawn	Yes
<b>Form</b>	General Partner/Partnership Manager/Joint Venture Manager Exclusion	Withdrawn	Yes
<b>Form</b>	Initial Public Equity Offering Exclusion	Withdrawn	Yes
<b>Form</b>	Known Wrongful Acts Exclusion	Withdrawn	Yes
<b>Form</b>	Run-Off Endorsement	Withdrawn	Yes
<b>Form</b>	Specific Individual Exclusion	Withdrawn	Yes
<b>Form</b>	Specific Organization Exclusion	Withdrawn	Yes

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**Note To Reviewer**

**Created By:**

Elsie Rodriguez on 05/22/2008 07:55 AM

**Subject:**

Request to Withdraw Filing

**Comments:**

For your information, an error was found in the title of the program, declarations page and policy. Therefore, we wish to withdraw this filing and we will resubmit a new filing when the corrections have been completed.

We apologize for any inconvenience this may have caused.

Elsie Rodriguez

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Withdrawn	Important Policyholder Information - Arkansas	HR 03 H002 01 0705		Disclosure/ New Notice			HR03H0020 1.pdf
Withdrawn	Arkansas Cancellation and Nonrenewal Endorsement	HR 03 H003 00 0605		Canc/NonR New en Notice			HR03H003.p df
Withdrawn	Arkansas Amendatory Endorsement	DD 03 H004 00 0108		Endorseme New nt/Amendm ent/Condi ti ons			DD03H004.p df
Withdrawn	Arkansas Acknowledgment - Defense Within Limits	DD 03 H006 00 0108		Endorseme New nt/Amendm ent/Condi ti ons			DD03H006.p df
Withdrawn	Declarations Page	DD 00 H002 00 0108		Declaration New s/Schedule		0.00	DD00H002.p df
Withdrawn	Policy	DD 00 H003 00 0108		Policy/Cove New rage Form		0.00	DD00H003.p df
Withdrawn	The D&O Defender Application - Directors, Officers, and Entity Liability Insurance	DD 00 H008 00 0108		Application/ New Binder/Enro llment		0.00	DD00H008.p df
Withdrawn	The D&O Defender Application - Directors,	DD 00 H009 00 0108		Application/ New Binder/Enro llment		0.00	DD00H009.p df

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Officers, and  
 Entity Liability  
 Insurance  
 (Financial  
 Institutions/Finan  
 cial Services)

Withdrawn	The D&O Defender Application - Directors, Officers, and Entity Liability Insurance (For Emerging Markets)	DD 00 H010 00 0108	Application/ New Binder/Enro llment	0.00	DD00H010.p df
Withdrawn	Civil Monetary Penalties Coverage	DD 00 H011 00 0108	Endorseme New nt/Amendm ent/Condi ons	0.00	DD00H011.p df
Withdrawn	Prior Or Pending Litigation Exclusion (Limitation To D&O Claims Only)	DD 00 H012 00 0108	Endorseme New nt/Amendm ent/Condi ons	0.00	DD00H012.p df
Withdrawn	Company Authorization	DD 00 H013 00 0108	Endorseme New nt/Amendm ent/Condi ons	0.00	DD00H013.p df
Withdrawn	Amend Named Insured	DD 00 H014 00 0108	Endorseme New nt/Amendm ent/Condi ons	0.00	DD00H014.p df
Withdrawn	Failure to Maintain Insurance Exclusion	DD 00 H016 00 0108	Endorseme New nt/Amendm ent/Condi ons	0.00	DD00H016.p df
Withdrawn	Preset Allocation	DD 00	Endorseme New	0.00	DD00H017.p

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Product Name: THE HARTFORD D&O DEFENDER - DIRECTORS, OFFICERS AND ENTITY LIABILITY PROGRAM

Project Name/Number: THE HARTFORD D&O DEFENDER - DIRECTORS, OFFICERS AND ENTITY LIABILITY PROGRAM /FN.13HS.701.2008.01

	for Securities	H017 00	nt/Amendm		df
	Claims	0108	ent/Condi		
	Endorsement		ons		
Withdrawn	Amend Definition	DD 00	Endorseme New	0.00	DD00H018.p
	Of Executive	H018 00	nt/Amendm		df
	Officer (Addition	0108	ent/Condi		
	& Deletion of		ons		
	Positions)				
Withdrawn	Directors,	DD 00	Endorseme New	0.00	DD00H019.p
	Officers And	H019 00	nt/Amendm		df
	Company	0108	ent/Condi		
	Wrongful		ons		
	Practices				
	Exclusion				
Withdrawn	Mutual Fund	DD 00	Endorseme New	0.00	DD00H020.p
	Wrongful	H020 00	nt/Amendm		df
	Practices	0108	ent/Condi		
	Exclusion		ons		
Withdrawn	Excluded Entity	DD 00	Endorseme New	0.00	DD00H021.p
	Endorsement	H021 00	nt/Amendm		df
		0108	ent/Condi		
			ons		
Withdrawn	Amend Consent	DD 00	Endorseme New	0.00	DD00H022.p
	and Cooperation	H022 00	nt/Amendm		df
	Section	0108	ent/Condi		
			ons		
Withdrawn	State	DD 00	Endorseme New	0.00	DD00H023.p
	Amendatory	H023 00	nt/Amendm		df
	Inconsistency	0108	ent/Condi		
	Endorsement		ons		
Withdrawn	Amend Definition	DD 00	Endorseme New	0.00	DD00H024.p
	Of Executive	H024 00	nt/Amendm		df
	Officer	0108	ent/Condi		
			ons		
Withdrawn	Amend Consent	DD 00	Endorseme New	0.00	DD00H025.p
	and Cooperation	H025 00	nt/Amendm		df
	Section to Permit	0108	ent/Condi		
	Settlement by the		ons		

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Insured Within  
the Retention

Withdrawn	Prior Wrongful Acts Exclusion	DD 00 H026 00 0108	Endorsement/Amendment/Conditions	New	0.00	DD00H026.pdf
Withdrawn	Major Shareholder Exclusion	DD 00 H027 00 0108	Endorsement/Amendment/Conditions	New	0.00	DD00H027.pdf
Withdrawn	Medical Incident Exclusion	DD 00 H028 00 0108	Endorsement/Amendment/Conditions	New	0.00	DD00H028.pdf
Withdrawn	Parent Exclusion	DD 00 H029 00 0108	Endorsement/Amendment/Conditions	New	0.00	DD00H029.pdf
Withdrawn	Specific Litigation Exclusion	DD 00 H030 00 0108	Endorsement/Amendment/Conditions	New	0.00	DD00H030.pdf
Withdrawn	General Professional E&O Exclusion	DD 00 H031 00 0108	Endorsement/Amendment/Conditions	New	0.00	DD00H031.pdf
Withdrawn	Related Party Exclusion	DD 00 H032 00 0108	Endorsement/Amendment/Conditions	New	0.00	DD00H032.pdf
Withdrawn	Professional Errors And Omissions Exclusion	DD 00 H033 00 0108	Endorsement/Amendment/Conditions	New	0.00	DD00H033.pdf
Withdrawn	Partnership And Joint Venture Exclusion	DD 00 H034 00 0108	Endorsement/Amendment/Conditions	New	0.00	DD00H034.pdf

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Withdrawn Franchise Exclusion	DD 00 H035 00 0108	Endorseme New nt/Amendm ent/Condi ons	0.00 DD00H035.p df
Withdrawn Subsidiary Exclusion	DD 00 H036 00 0108	Endorseme New nt/Amendm ent/Condi ons	0.00 DD00H036.p df
Withdrawn Medical Malpractice Exclusion	DD 00 H037 00 0108	Endorseme New nt/Amendm ent/Condi ons	0.00 DD00H037.p df
Withdrawn Classified Loan Exclusion	DD 00 H038 00 0108	Endorseme New nt/Amendm ent/Condi ons	0.00 DD00H038.p df
Withdrawn Insider Loans Exclusion	DD 00 H039 00 0108	Endorseme New nt/Amendm ent/Condi ons	0.00 DD00H039.p df
Withdrawn Financial Insolvency Exclusion	DD 00 H040 00 0108	Endorseme New nt/Amendm ent/Condi ons	0.00 DD00H040.p df
Withdrawn Insurance Regulatory Exclusion	DD 00 H041 00 0108	Endorseme New nt/Amendm ent/Condi ons	0.00 DD00H041.p df
Withdrawn Prior Charge Off Exclusion	DD 00 H042 00 0108	Endorseme New nt/Amendm ent/Condi ons	0.00 DD00H042.p df
Withdrawn Regulatory Exclusion	DD 00 H043 00 0108	Endorseme New nt/Amendm ent/Condi ons	0.00 DD00H043.p df
Withdrawn Third Party Insolvency	DD 00 H044 00	Endorseme New nt/Amendm	0.00 DD00H044.p df

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Exclusion	Code	Description	Amount	File Name
Withdrawn	Prior Or Pending Litigation Exclusion (Split Layers)	DD 00 H045 00 0108	Endorsement/Amendment/Conditions	0.00 DD00H045.pdf
Withdrawn	Absolute Tie In Limits Endorsement	DD 00 H046 00 0108	Endorsement/Amendment/Conditions	0.00 DD00H046.pdf
Withdrawn	Outside For-Profit Position Extension - Triple Excess	DD 00 H047 00 0108	Endorsement/Amendment/Conditions	0.00 DD00H047.pdf
Withdrawn	Common Claim Tie-In Limits Endorsement	DD 00 H048 00 0108	Endorsement/Amendment/Conditions	0.00 DD00H048.pdf
Withdrawn	Securities Claims Sub-Retention Endorsement	DD 00 H049 00 0108	Endorsement/Amendment/Conditions	0.00 DD00H049.pdf
Withdrawn	Outside For-Profit Position Extension - Double Excess	DD 00 H050 00 0108	Endorsement/Amendment/Conditions	0.00 DD00H050.pdf
Withdrawn	Extend Policy Period	DD 00 H051 00 0108	Endorsement/Amendment/Conditions	0.00 DD00H051.pdf
Withdrawn	IRA Extension	DD 00 H053 00 0108	Endorsement/Amendment/Conditions	0.00 DD00H053.pdf
Withdrawn	Regulatory Coverage Endorsement (Sublimit)	DD 00 H054 00 0108	Endorsement/Amendment/Conditions	0.00 DD00H054.pdf

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Withdrawn	Regulatory Coverage Endorsement (Successful Defense)	DD 00 H055 00 0108	Endorsement/Amendment/Conditions New	0.00	DD00H055.pdf
Withdrawn	Partnership Endorsement	DD 00 H056 00 0108	Endorsement/Amendment/Conditions New	0.00	DD00H056.pdf
Withdrawn	Amend Coverage To Include Additional Company	DD 00 H057 00 0108	Endorsement/Amendment/Conditions New	0.00	DD00H057.pdf
Withdrawn	Amend Definition Of Director(S) And/Or Officer(S) - Individuals	DD 00 H058 00 0108	Endorsement/Amendment/Conditions New	0.00	DD00H058.pdf
Withdrawn	Amend Definition Of Director(S) And/Or Officer(S) - Positions	DD 00 H059 00 0108	Endorsement/Amendment/Conditions New	0.00	DD00H059.pdf
Withdrawn	Family Exclusion	DD 00 H061 00 0108	Endorsement/Amendment/Conditions New	0.00	DD00H061.pdf
Withdrawn	Fully-Earned Premium	DD 00 H062 00 0108	Endorsement/Amendment/Conditions New	0.00	DD00H062.pdf
Withdrawn	General Partner/Partnership Manager/Joint Venture Manager Exclusion	DD 00 H063 00 0108	Endorsement/Amendment/Conditions New	0.00	DD00H063.pdf
Withdrawn	Initial Public Equity Offering Exclusion	DD 00 H064 00 0108	Endorsement/Amendment/Conditions New	0.00	DD00H064.pdf

SERFF Tracking Number: HART-125648216 State: Arkansas  
 Filing Company: Twin City Fire Insurance Company State Tracking Number: EFT \$50  
 Company Tracking Number: FN.13HS.701.2008.01  
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability  
 Product Name: THE HARTFORD D&O DEFENDER - DIRECTORS, OFFICERS AND ENTITY LIABILITY PROGRAM  
 Project Name/Number: THE HARTFORD D&O DEFENDER - DIRECTORS, OFFICERS AND ENTITY LIABILITY PROGRAM /FN.13HS.701.2008.01

Withdrawn	Known Wrongful	DD 00	Endorseme New	0.00	DD00H065.p
	Acts Exclusion	H065 00	nt/Amendm		df
		0108	ent/Condi		
			ons		
Withdrawn	Run-Off	DD 00	Endorseme New	0.00	DD00H066.p
	Endorsement	H066 00	nt/Amendm		df
		0108	ent/Condi		
			ons		
Withdrawn	Specific	DD 00	Endorseme New	0.00	DD00H067.p
	Individual	H067 00	nt/Amendm		df
	Exclusion	0108	ent/Condi		
			ons		
Withdrawn	Specific	DD 00	Endorseme New	0.00	DD00H068.p
	Organization	H068 00	nt/Amendm		df
	Exclusion	0108	ent/Condi		
			ons		



## **IMPORTANT POLICYHOLDER INFORMATION (Arkansas)**

Inquiries concerning your policy should be directed to your insurance agent or to our “policyholder/customer service” unit. The name, address and telephone number of your agent, if one is involved, and the address and phone number of our “policyholder/customer service” unit are shown on the policy and/or in the material accompanying the policy or as follows if not shown elsewhere:

(Enter the address and phone number of the local The Hartford office.)

Or

**1-800-727-0721  
Customer Relations  
The Hartford  
Hartford Plaza  
Hartford, CT 06115**

If you require additional information you may contact the Arkansas Insurance Department at either the following address or phone number:

Arkansas Insurance Department  
Consumer Services Division (5th Floor)  
1200 W. 3<sup>rd</sup> Street,  
Little Rock, Arkansas 72201  
Telephone: 1-800-852-5494 or 501-371-2640

ENDORSEMENT NO:

This endorsement, effective 12:01am,  
of Policy number

forms part

issued to:

by:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ARKANSAS CANCELLATION AND NON-RENEWAL ENDORSEMENT**

Wherever used in this endorsement: 1) "Insurer" means the insurance company which issued this policy; and 2) "Insured" means the Name of Insured, Name of Company, Name of Partnership, Parent Company, Name of Insured Plan or Trust, Name of Insured Entity, Named Entity, Named Real Estate Investment Trust(s), Name of Sponsor Company or Insured stated in ITEM A or ITEM 1 of the Declarations Page.

I. The Cancellation provision of this Policy is deleted and replaced by the following:

NOTICE OF CANCELLATION

- A. The **Insurer** may only cancel this Policy for nonpayment of premium.
- B. Cancellation of this Policy shall only be effective when Notice of Cancellation is mailed or delivered by the **Insurer** to the **Insured** and to any lien holder or loss payee named in the Policy at least ten (10) days.
- C. If this Policy shall be cancelled by the **Insured**, the **Insurer** shall retain the customary short rate proportion of the premium hereon, except as otherwise provided in this Policy. If the **Insurer** cancels this Policy, the **Insurer** shall retain the pro rata proportion of the premium hereon.

II. The following provision is added:

NOTICE OF NONRENEWAL

The **Insurer** may elect not to renew this Policy by mailing a copy of a Notice of Nonrenewal to the **Insured's** agent or broker and by mailing by certified mail a written Notice of Nonrenewal to the **Insured**, at the last address known to the **Insurer**, at least sixty (60) days before the expiration date or anniversary date of the Policy.

All other terms and conditions remain unchanged.

---

Authorized Representative

**ENDORSEMENT NO:**

**This endorsement, effective 12:01 am**

**forms part of policy number**

**issued to:**

**by:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ARKANSAS AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

I. Section **VI. ADVANCEMENT AND ALLOCATION OF DEFENSE COSTS, (B) (2)** is deleted and replaced by the following:

- (2) the Insurer, if requested by the **Insureds**, shall submit the dispute to non-binding arbitration. The rules of the American Arbitration Association shall apply except with respect to the selection of the arbitration panel, which shall consist of one arbitrator selected by the **Insureds**, one arbitrator selected by the Insurer and a third independent arbitrator selected by the first two arbitrators.

Arbitration shall be voluntary and non-binding.

II. Section **XIII. GENERAL CONDITIONS, (B) EXTENDED REPORTING PERIOD (1)** is deleted and replaced by the following

- (1) If this Policy is cancelled or non-renewed for any reason other than non-payment of premium, the **Named Entity** or **Insured Persons** shall have the right to elect an extension of time to report **Claims** under this Policy (the Extended Reporting Period). The Insurer, at no additional charge, shall provide an automatic sixty (60) day Extended Reporting Period upon cancellation or nonrenewal by the Insurer or the **Named Entity**. There is no additional or separate Limit of Liability for the automatic sixty (60) day Extended Reporting Period.

III. Section **XIII. GENERAL CONDITIONS, (B)** is amended by adding the following

- Where there is premium due to the Insurer for coverage under this Policy, any monies received by the Insurer from the **Insured** as payment for the Extended Reporting Period shall be first applied to such premium owing for this Policy.

---

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01am,  
of Policy number

forms part

issued to:

by:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ARKANSAS ACKNOWLEDGMENT – DEFENSE WITHIN LIMITS**

This endorsement modifies insurance provided under the following:

**PRIVATE CHOICE ENCORE<sup>®</sup>!! POLICY**

I understand and acknowledge that the attached policy contains a Defense Within Limits provision which means that **Defense Costs** will reduce the Limit of Liability and may exhaust it completely and should that occur, the **Insured** shall be liable for any further **Loss** or **Defense Costs**. In addition, **Defense Costs** are applied against the Retention.

All other terms and conditions remain unchanged.

---

Insured's Signature

---

Authorized Representative

**THE HARTFORD D&O DEFENDER**  
**Directors, Officers and Entity Liability Insurance Policy**



**DECLARATIONS**

\_\_\_\_\_,  
a stock insurance company, herein  
called the Insurer

**NOTICE: THIS IS A CLAIMS-MADE AND REPORTED POLICY. EXCEPT AS MAY BE OTHERWISE PROVIDED HEREIN, COVERAGE IS LIMITED TO CLAIMS FIRST MADE WHILE THE POLICY IS IN FORCE AND WHICH ARE REPORTED TO THE INSURER AS SOON AS PRACTICABLE AFTER ANY NOTICE MANAGER LEARNS OF THEM, BUT IN NO EVENT LATER THAN SIXTY (60) DAYS AFTER THE TERMINATION OF THE POLICY, OR THE EXTENDED REPORTING PERIOD, IF APPLICABLE. COVERAGE IS SUBJECT TO A RETENTION. THE INSURED'S PAYMENT OF DEFENSE COSTS ERODES THE RETENTION. THE INSURER'S PAYMENT OF DEFENSE COSTS (AS WELL AS PAYMENT OF SETTLEMENTS OR AWARDS) REDUCES THE AVAILABLE LIMIT OF LIABILITY. PLEASE READ THE POLICY CAREFULLY AND DISCUSS IT WITH YOUR AGENT OR BROKER. THE POLICY DOES NOT OBLIGATE THE INSURER TO DEFEND ANY INSURED, BUT SUBJECT TO ITS TERMS AND CONDITIONS, DOES OBLIGATE THE INSURER TO REIMBURSE FOR DEFENSE COSTS.**

ITEM A. Name of Entity and Address:	Producer: Code, Name and Address:
-------------------------------------	-----------------------------------

ITEM B. Policy Period: From 12:01 a.m. on \_\_\_\_\_ Inception Date To 12:01 a.m. on \_\_\_\_\_ Expiration Date

**ITEM C.**

1. LIMIT OF LIABILITY \$ \_\_\_\_\_ in the aggregate each **Policy Period** for all **Loss** under all Insuring Agreements
2. SUB-LIMIT OF LIABILITY FOR INSURING AGREEMENT D ONLY \$ \_\_\_\_\_ in the aggregate each **Policy Period** for all **Investigation Costs** under Insuring Agreement D. This sub-limit of liability is part of and not in addition to the Limit of Liability for all Insuring Agreements set forth in C(1) above.

**ITEM D. RETENTION**

<b>INSURING AGREEMENT A</b> NON-INDEMNIFIABLE DIRECTORS & OFFICERS LIABILITY	\$	each <b>Claim</b>
<b>INSURING AGREEMENT B</b> INDEMNIFIABLE DIRECTORS & OFFICERS LIABILITY	\$	each <b>Claim</b> , other than a <b>Securities Claim</b>
<b>INSURING AGREEMENT C</b> ENTITY SECURITIES CLAIM LIABILITY	\$	each <b>Securities Claim</b>
<b>INSURING AGREEMENT D</b> DERIVATIVE DEMAND INVESTIGATION COSTS	\$	each <b>Derivative Demand</b>

**ITEM E. EXTENDED REPORTING PERIOD**

PERCENTAGE OF POLICY PREMIUM: \_\_\_\_% DURATION: \_\_\_\_\_ ( ) months

**ITEM F. PRIOR LITIGATION DATE**

INSURING AGREEMENT A: \_\_\_\_\_ INSURING AGREEMENT C: \_\_\_\_\_  
INSURING AGREEMENT B: \_\_\_\_\_ INSURING AGREEMENT D: \_\_\_\_\_

ITEM G. PREMIUM: \$ \_\_\_\_\_

**ITEM H. ADDRESS FOR NOTICES TO THE INSURER**

**(A) For Claims, Derivative Demands and Potential Claims:**  
via mail: \_\_\_\_\_  
(Enter the address, email address, phone and fax numbers of the local The Hartford office.)  
via email: \_\_\_\_\_  
via fax: \_\_\_\_\_

**(B) For other than Claims, Derivative Demands and Potential Claims:**  
via mail: \_\_\_\_\_  
(Enter the address, email address, phone and fax numbers of the local The Hartford office.)  
via email: \_\_\_\_\_  
via fax: \_\_\_\_\_

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

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**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

In consideration of, and subject to, the payment of the premium, the Insurer and the **Insureds** agree as follows:

**I. INSURING AGREEMENTS**

This Policy affords the following coverages:

**(A) NON-INDEMNIFIABLE DIRECTORS' AND OFFICERS' LIABILITY**

Except for **Loss** which the Insurer pays pursuant to Insuring Agreement (B) of this Policy, the Insurer will pay **Loss** on behalf of the **Insured Persons** which the **Insured Persons** have become legally obligated to pay as a result of a **Claim** first made during the **Policy Period** or Extended Reporting Period, if applicable, against the **Insured Persons** for a **Wrongful Act** which takes place during or prior to the **Policy Period**.

**(B) INDEMNIFIABLE DIRECTORS' AND OFFICERS' LIABILITY**

The Insurer will pay **Loss** on behalf of the **Entity** for which the **Entity** has, to the extent permitted or required, indemnified the **Insured Persons**, and which the **Insured Persons** have become legally obligated to pay as a result of a **Claim** first made during the **Policy Period** or Extended Reporting Period, if applicable, against the **Insured Persons** for a **Wrongful Act** which takes place during or prior to the **Policy Period**.

**(C) ENTITY SECURITIES CLAIM LIABILITY**

The Insurer will pay **Loss** on behalf of the **Entity** which the **Entity** has become legally obligated to pay as a result of a **Securities Claim** first made during the **Policy Period** or Extended Reporting Period, if applicable, against the **Entity** for a **Wrongful Act** which takes place during or prior to the **Policy Period**.

**(D) DERIVATIVE DEMAND INVESTIGATION COSTS**

The Insurer will pay **Investigation Costs** on behalf of an **Entity** that the **Entity** has incurred resulting from a **Derivative Demand** first made during the **Policy Period** or Extended Reporting Period, if applicable.

This Insuring Agreement shall be subject to the sub-limit of liability as set forth in Item C (2) of the Declarations. Such sub-limit of liability shall be the maximum aggregate amount the Insurer shall pay under this Insuring Agreement for all **Investigation Costs** from all **Derivative Demands** covered under this Insuring Agreement. Such sub-limit of liability shall be subject to, part of, and not in addition to, the Limit of Liability set forth in Item C (1) of the Declarations.

**II. DEFINITIONS**

The following terms, whether used in the singular or plural, shall have the meanings specified below:

**(A) "Application"** means any:

- (1)** application for this Policy, including any materials or information submitted therewith or made available to the Insurer by the **Insured** during the underwriting process, which application shall be on file with the Insurer and deemed a part of this Policy and attached hereto;
- (2)** application for any policy in an uninterrupted series of policies issued by the Insurer or any insurance company controlling, controlled by or under common control with the Insurer of which this Policy is a renewal or replacement; and
- (3)** any publicly available information filed by an **Entity** within the preceding two years with the United States Securities and Exchange Commission.

(B) "Claim" means:

- (1) a written demand for civil damages or for other civil relief; a written demand shall include, without limitation, a demand to toll the running of the statute of limitations;
- (2) a civil proceeding, including but not limited to an arbitration proceeding or other alternative dispute resolution proceeding, for civil damages or other civil relief;
- (3) a regulatory or administrative proceeding; provided, however, that such regulatory or administrative proceeding is not an investigation; or
- (4) a criminal proceeding;

against an **Insured Person** or, solely with respect to Insuring Agreement (C), the **Entity**, alleging a **Wrongful Act**; or

- (5) solely with respect to Insuring Agreements (A) and (B), a civil, criminal, administrative or regulatory investigation of an **Insured Person** in which such **Insured Person** has been identified by name in a formal order of investigation, Wells Notice, target letter (within the meaning of Title 9, §11.151 of the United States Attorney's Manual) or similar document, as someone against whom a proceeding as set forth in (2) through (4) above may be brought.

(C) "Damages" means amounts, other than **Defense Costs**, which the **Insured Persons** or, with respect to Insuring Agreement (C), the **Entity**, are legally obligated to pay solely as a result of any **Claim** insured by this Policy, including:

- (1) settlements, judgments, and costs awarded pursuant to judgments and appeals;

If any such settlement or judgment includes **Section 11 and 12 Damages**, the Insurer shall adhere to the following principles:

- (a) In the event that **Insured Persons** and **Entities** are defendants in such **Claim**, the Insurer agrees to allocate 100% of such **Section 11 and 12 Damages** to **Insured Persons**. Under no circumstance shall the Insurer assert that **Section 11 and 12 Damages** allocated to **Insured Persons** constitute uninsurable damages;
  - (b) In the event that only **Entities** are defendants in such **Claim**, the insurability of **Section 11 and 12 Damages** shall be governed by the laws of any applicable jurisdiction that does not prohibit coverage for such damages.
- (2) punitive or exemplary damages or the multiple portion of any multiplied damage award unless such damages are uninsurable pursuant to applicable law. Notwithstanding subparagraph (4) below, the insurability of such punitive or exemplary damages or the multiple portion of any multiplied damage award shall be governed by the laws of any applicable jurisdiction that does not prohibit coverage of such damages; and
  - (3) pre- and post-judgment interest arising from (a) or (b) above.

**Damages** shall not include:

- (1) taxes, fines or penalties;
- (2) non-monetary relief;
- (3) "short-swing" profits made from the purchase or sale by an **Insured** of securities of the **Entity** within the meaning of Section 16(b) of the Securities Exchange Act of 1934; or
- (4) amounts for matters uninsurable pursuant to applicable law; and

Solely with respect to an **Employment Practices Claim**:

- (5) costs associated with providing any accommodations required by the Americans With Disabilities Act;
  - (6) future compensation, including benefits, for any person hired, promoted or reinstated pursuant to a judgment, settlement, order or other resolution of such **Employment Practices Claim**; or
  - (7) salaries, wages, or bonuses, except as a component of a front or back pay award, or any severance payments, accrued benefits or future benefits.
- (D) “**Debtor in Possession**” means a debtor in possession as such term is defined in Chapter 11 of the United States Bankruptcy Code as well as any equivalent status under any similar law.
- (E) “**Defense Costs**” means reasonable and necessary legal fees and expenses incurred in the defense or appeal of a **Claim**, including **Extradition Costs** and the costs of appeal, attachment or similar bonds, provided that the Insurer shall have no obligation to furnish such bonds. **Defense Costs** shall not include salaries, wages, remuneration, overhead or benefit expenses associated with any **Insured**.
- (F) “**Derivative Action**” means any civil proceeding against an **Insured Person** for a **Wrongful Act** of such **Insured Person** made on behalf of, or in the name or the right of, an **Entity** by a securities holder of such **Entity** in his or her capacity as such.
- (G) “**Derivative Demand**” means any written demand by a securities holder of an **Entity**, in his or her capacity as such, upon the **Directors** of such **Entity** to bring a **Derivative Action**.
- (H) “**Directors**” and/or “**Officers**” means:
- (1) a natural person is, was, or shall become during the Policy Period a duly elected or appointed director and/or officer of an **Entity**;
  - (2) with respect to any **Entity** that is a limited liability company (“LLC”), a natural person is, was, or shall become during the Policy Period a duly elected, appointed, or designated manager of such LLC; or
  - (3) with respect to a **Subsidiary** incorporated outside the United States, the functional equivalents of (1) and/or (2) above.
- (I) “**Domestic Partner**” means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law.
- (J) “**Employed Lawyer**” means any employee of an **Entity** in his or her capacity as legal counsel to an **Entity**.
- (K) “**Employment Practices Claim**” means any **Claim** (other than a criminal proceeding or criminal investigation) brought or submitted against a **Director** and/or **Officer** by or on behalf of an employee of the **Entity** or an applicant for employment with the **Entity**, alleging an **Employment Practices Wrongful Act** by such **Director** and/or **Officer**.
- “**Employment Practices Claim**” shall not mean any labor or grievance proceeding or arbitration that is subject to a collective bargaining agreement.
- (L) “**Employment Practices Wrongful Act**” means actual or alleged:
- (1) wrongful dismissal, discharge, or termination of employment (including constructive dismissal, discharge, or termination), wrongful failure or refusal to employ or promote, wrongful discipline or demotion, failure to grant tenure, negligent employment evaluation, or wrongful deprivation of career opportunity;
  - (2) sexual or other workplace harassment, including *quid pro quo* and hostile work environment;

- (3) employment discrimination, including discrimination based upon age, gender, race, color, national origin, religion, creed, marital status, sexual orientation or preference, gender identity or expression, genetic makeup, or refusal to submit to genetic makeup testing, pregnancy, disability, HIV or other health status, Vietnam Era Veteran or other military status, or other protected status established under federal, state, or local law;
- (4) **Retaliation**;
- (5) breach of any oral, written, or implied employment contract, including, any obligation arising from a personnel manual, employee handbook, or policy statement; or
- (6) violation of the Family and Medical Leave Act.

**Employment Practices Wrongful Act** shall also mean the following, but only when alleged in addition to or as part of any **Employment Practices Wrongful Act** described above:

- (7) employment-related wrongful infliction of emotional distress;
- (8) failure to create, provide for or enforce adequate or consistent employment-related policies and procedures; or
- (9) negligent retention, supervision, hiring or training.

(M) **“Entity”** means:

- (1) the **Named Entity**; or
- (2) any **Subsidiary**.

**Entity** shall include any such **Entity** as a **Debtor in Possession**.

(N) **“Executive Officer”** means the chief executive officer, chief financial officer or in-house general counsel of an **Entity**.

(O) **“Extradition Costs”** means reasonable and necessary fees and expenses directly resulting from a **Claim** in which a **Director** or **Officer** lawfully opposes, challenges, resists or defends against any request for the extradition of such **Director** or **Officer** from his or her current country of employ and domicile to any other country for trial or otherwise to answer any criminal accusation, including the appeal of any order or other grant of extradition of such **Director** or **Officer**.

(P) **“Financial Insolvency”** means the status of an **Entity** as a result of:

- (1) the appointment of any conservator, liquidator, receiver, rehabilitator, trustee, or similar official to control, supervise, manage or liquidate such **Entity**; or
- (2) such **Entity** becoming a **Debtor in Possession**.

(Q) **“Insureds”** means any **Insured Person** and, solely with respect to Insuring Agreements (B), (C) and (D), an **Entity**.

(R) **“Insured Person”** means any natural person who is or was:

- (1) a **Director** and/or **Officer**;
- (2) an employee solely with respect to **Securities Claims**; or
- (3) an **Employed Lawyer**.

(S) **“Interrelated Wrongful Acts”** means **Wrongful Acts** that are based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any of the same or related, or series

of related, facts, circumstances, situations, transactions, or events whether such **Wrongful Acts** are alleged in a single or multiple **Claim(s)**.

- (T) “**Investigation Costs**” means reasonable and necessary expenses incurred by an **Entity**, including its board of directors, board of managers, or any committee thereof in the investigation and evaluation of a **Derivative Demand**, provided that **Investigation Costs** shall not include salaries, wages, remuneration, overhead or benefit expenses associated with any **Insureds**.
- (U) “**Loss**” means **Damages, Defense Costs** and **Investigation Costs**.
- (V) “**Management Control**” means:
- (1) owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, the members of the management board of a limited liability company, or the general partners of a limited partnership; or
  - (2) having the right, pursuant to a written contract or the by-laws, charter, operating agreement, partnership agreement or similar documents of an entity, to elect, appoint or designate a majority of the Board of Directors of a corporation, the management board of a limited liability company, or the general partners of a limited partnership.
- (W) “**Named Entity**” means the entity named in Item A of the Declarations.
- (X) “**Notice Managers**” mean the natural persons in the offices of the chief executive officer, chief financial officer, general counsel or risk manager of the **Named Entity**.
- (Y) “**Outside Capacity**” means the past or present service by an **Insured Person** as a director, officer, trustee, or equivalent executive of an **Outside Entity** at the written request of an **Entity**.
- (Z) “**Outside Entity**” means any:
- (1) not-for-profit corporation that is not an **Entity** and that is exempt from federal income tax as an organization described in Section 501(c)(3), (4) or (10) or Section 527 of the Internal Revenue Code; or
  - (2) entity listed as an **Outside Entity** in a written endorsement issued by the Insurer to form a part of this Policy.
- (AA) “**Policy Period**” means the period from the Inception Date to the Expiration Date set forth in Item B of the Declarations at the local time of the address set forth in Item A of the Declarations, or any earlier termination date.
- (BB) “**Pollutants**” means any solid, liquid, gaseous or thermal irritant, nuisance or contaminant, including, without limitation, smoke, vapor, soot, fumes, acids, alkalis, chemicals, odors, noise, lead, oil or oil product, radiation, asbestos or asbestos-containing product, waste and any electric, magnetic or electromagnetic field of any frequency. Waste includes, without limitation, material to be recycled, reconditioned or reclaimed. **Pollutants** also means any substance located anywhere in the world identified on a list of hazardous substances issued by any federal agency (including, nonexclusively, the Environmental Protection Agency) or any state, county, municipality or locality or counterpart thereof, or any foreign equivalent thereof.
- (CC) “**Retaliation**” means alleged adverse treatment of an employee based upon such person:
- (1) exercising or threatening to exercise any rights under law, including, without limitation, rights under any workers compensation laws, the Family and Medical Leave Act, the Employee Retirement Income Security Act of 1974, or the Americans with Disabilities Act;
  - (2) refusing to violate any law;

- (3) assisting, testifying, or cooperating with a proceeding or investigation regarding alleged violations of law by any **Insured**;
- (4) disclosing or threatening to disclose alleged violations of law to a superior or to any governmental agency; or
- (5) filing any **Whistleblowing** claim against any **Insured** under the federal False Claims Act, the Sarbanes-Oxley Act of 2002, or any similar **Whistleblowing** law.

(DD) "**Securities Claim**" means any **Claim** that:

- (1) is brought by one or more securities holders of an **Entity**, in their capacity as such, including any **Derivative Actions**; or
- (2) is brought by any person or entity, based upon or arising from the purchase or sale of, or offer to purchase or sell, any securities issued by the **Entity**, whether such purchase, sale or offer involves a transaction with the **Entity** or occurs in the open market.
- (3) is brought by any Federal, state, local, or foreign governmental agency (including without limitation the Securities & Exchange Commission) as a formal proceeding (other than an investigation) to enforce securities laws with respect to securities issued by an **Entity**.

(EE) "**Section 11 and 12 Damages**" means the portion of any judgment or settlement of a **Securities Claim** allocable to alleged violations of Section 11 or 12 of the Securities Act of 1933.

(FF) "**Subsidiary**" means any:

- (1) for-profit entity in which, and so long as, the **Named Entity**, directly or indirectly through one or more **Subsidiaries**, has **Management Control**; or
- (2) not-for-profit foundation, charitable trust or political action committee in which, and so long as, the **Named Entity** has **Management Control**.

(GG) "**Whistleblowing**" means the lawful act of an **Insured Person**, in which such **Insured Person** provides information, causes information to be provided, or otherwise assists in an investigation regarding any conduct which the **Insured Person** reasonably believes constitutes a violation of any federal, state, local or foreign law, when the information or assistance is provided to, or the investigation is conducted by:

- (1) a federal, state, local or foreign regulatory or law enforcement agency;
- (2) any member of Congress or any committee of Congress; or
- (3) a person with supervisory authority over the **Insured Person** (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct).

(HH) "**Wrongful Act**" means:

- (1) any actual or alleged error, misstatement, misleading statement, act, omission, neglect or breach of duty, committed or attempted by an **Insured Person**, in his or her capacity as such, or in an **Outside Capacity**, or, with respect to Insuring Agreement (C), an **Entity**; or
- (2) any matter claimed against an **Insured Person** solely by reason of their serving in such capacity or in an **Outside Capacity**.

### III. CLAIMS MADE DATE AND INTERRELATIONSHIP OF CLAIMS

(A) Subject to Section III., (C), the date that a **Claim** is deemed to be first made is determined by the following:

- (1) If the **Claim** is a written demand, as described in Section II. DEFINITIONS, (B) **Claim** (1), then the **Claim** is first made when an **Insured** receives such demand;
  - (2) If the **Claim** is a civil, regulatory or administrative proceeding, as described in Section II. DEFINITIONS, (B) **Claim** (2) and (3), then the **Claim** is first made when an **Insured** receives: (i) the complaint or similar pleading; (ii) a filed notice of charges; or (iii) with respect to a foreign proceeding, any similar document;
  - (3) If the **Claim** is a criminal proceeding, as described in Section II. DEFINITIONS, (B) **Claim** (4), then the **Claim** is first made when an **Insured** is made the subject of an indictment that has been returned by a grand jury, or has been served with an accusation, information, complaint, summons or similar charging document filed in a criminal court; or
  - (4) If the **Claim** is an investigation, as described in Section II. DEFINITIONS, (B) **Claim** (5), then the **Claim** is first made when an **Insured Person** receives a Wells Notice, target letter, formal order of investigation or other formal investigative document.
- (B) A **Derivative Demand** is deemed to be first made upon receipt by a **Director** of such written demand.
- (C) All **Claims** or **Derivative Demands** that include allegations of the same **Wrongful Act** or any **Interrelated Wrongful Acts** shall be deemed to be a single **Claim** for all purposes under this Policy, first made on the earliest date that:
- (1) the earliest of such **Claims** was first made, regardless of whether such date is before or during the **Policy Period**;
  - (2) satisfactory notice of any **Wrongful Act** alleged in any such **Claims** was given to the Insurer pursuant to Section IV (B), Notice of Potential Claim to the Insurer, of this Policy; or
  - (3) notice of any **Wrongful Act** or circumstance alleged in any such **Claims** was given under any other directors and officers, management liability or similar insurance policy commencing before the Inception Date in Item B of the Declarations, regardless of whether such policy was issued by the Insurer.

#### IV. NOTICES

- (A) **Notice of Claim or Derivative Demand to the Insurer**  
As a condition precedent to coverage under this Policy, the **Insureds** shall give the Insurer written notice of any **Claim** or **Derivative Demand** at the address set forth in Item H (A) of the Declarations, as soon as practicable after a **Notice Manager** is notified of such **Claim**, but in no event later than sixty (60) calendar days after the termination of the **Policy Period**, or any Extended Reporting Period.
- (B) **Notice of Potential Claim to the Insurer**  
If, during the **Policy Period**, the **Insureds** become aware of a **Wrongful Act** that may reasonably be expected to give rise to a **Claim**, and if written notice of such **Wrongful Act** is given to the Insurer at the address set forth in Item H (A) of the Declarations, during the **Policy Period**, including the reasons for anticipating such a **Claim**, the nature and date of the **Wrongful Act**, the identity of the **Insureds** allegedly involved, the alleged injuries or damages sustained, the names of potential claimants, and the manner in which the **Insureds** first became aware of the **Wrongful Act**, then any **Claim** subsequently arising from such **Wrongful Act** shall be deemed to be a **Claim** first made during the **Policy Period** on the date that the Insurer receives the above notice.
- (C) **Notices to the Insurer (other than Claims, Derivative Demands or Potential Claims)**  
All notices required by this policy or in connection with this policy shall be sent to the address set forth in Item H (B) of the Declarations.
- (D) **Notices to the Insureds**  
All notices to the **Insureds** shall be sent to the **Named Entity** at the address set forth in Item A of the Declarations.

## V. EXCLUSIONS

### (A) ALLOCABLE EXCLUSIONS

Pursuant to Section VI., ADVANCEMENT AND ALLOCATION OF DEFENSE COSTS and Section VII., ALLOCATION OF DAMAGES, the Insurer shall not pay **Loss**:

- (1) for bodily injury (except for employment-related wrongful infliction of emotional distress or mental anguish), sickness, disease, death, defamation (including libel and slander), invasion of privacy, trespass, nuisance or wrongful entry or eviction, assault, battery or loss of consortium, or for damage to or destruction of any tangible (real or personal) property, including loss of use or diminution of value thereof;
- (2) for any violation of the Employee Retirement Income Security Act of 1974 or any similar law; or
- (3) of an **Insured Person** based upon, arising from, or in any way related to such **Insured Person's** service at any time as a director, officer, trustee, or equivalent executive or as an employee of any entity other than an **Entity**, even if such service is at the direction or request of the **Entity**, provided that this exclusion shall not apply to the portion of **Loss** directly resulting from a **Wrongful Act** by an **Insured Person** while serving or having served in an **Outside Capacity**.

### (B) EXCLUSIONS WITHOUT EXCEPTIONS

The Insurer shall not pay **Loss** in connection with:

- (1) any **Claim** for, based upon, arising from, or in any way related to any prior or pending written demand or proceeding against any **Insureds** as of the applicable Prior Litigation Date in Item F of the Declarations or the same or any substantially similar fact, circumstance or situation underlying or alleged in such demand or proceeding; or
- (2) any **Employment Practices Claim** for, based upon, arising from, or in any way related to:
  - (a) any claims for unpaid wages (including overtime pay), workers' compensation benefits, unemployment compensation, disability benefits, improper payroll deductions, improper employee classification, failure to maintain accurate time records, failure to grant meal and rest periods, or social security benefits; or
  - (b) a violation of the Fair Labor Standards Act (except for Equal Pay Act), Worker Adjustment and Retraining Notification Act, the National Labor Relations Act, the Occupational Safety and Health Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, or any rule or regulation promulgated thereunder, or similar federal, state, local, or common laws, rules or regulations.

### (C) EXCLUSIONS WITH SPECIFIED EXCEPTIONS

Pursuant to Section VI, ADVANCEMENT AND ALLOCATION OF DEFENSE COSTS and Section VII., ALLOCATION OF DAMAGES, the Insurer shall not pay **Loss** in connection with:

- (1) any **Claim** for, based upon, arising from, or in any way related to any:
  - (a) discharge, dispersal, release, or escape of **Pollutants**, nuclear material or nuclear waste or any threat of such discharge, dispersal, release or escape; or
  - (b) direction, request or voluntary decision to test for, abate, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, nuclear material or nuclear waste,

provided that this exclusion shall not apply to the portion of **Loss** directly resulting from any **Derivative Demand**, **Derivative Action** or to any **Securities Claim**; or

- (2) any **Claim** brought or maintained by or on behalf of the **Entity**, any **Director** and/or **Officer** (in any capacity), or any security holder of the **Entity**, provided that this exclusion shall not apply to the portion of **Loss** directly resulting from:
- (a) a **Securities Claim, Derivative Action** or **Derivative Demand** brought or maintained without the solicitation, assistance, or active participation of any **Director** and/or **Officer**. **Whistleblowing** alone shall not be deemed solicitation, assistance or active participation;
  - (b) an **Employment Practices Claim**;
  - (c) a **Claim** for contribution or indemnity, if the **Claim** directly results from another **Claim** that is otherwise covered under this Policy;
  - (d) a **Claim** by the Examiner, Trustee, Receiver, Liquidator, Creditor(s) Committee of the **Entity** or any assignee thereof, or a **Claim** by the **Entity** as **Debtor-In-Possession** after such Examiner, Trustee, Receiver or Liquidator has been appointed, in the event of **Financial Insolvency**, if such **Claim** is made without the solicitation, assistance or active participation of any **Director** and/or **Officer**; or
  - (e) a **Claim** brought and maintained in a jurisdiction outside the United States of America, Canada, Australia or any other common law country, including territories thereof (hereinafter a "Non-Common Law Jurisdiction") by a **Director** and/or **Officer** of a **Subsidiary** organized and operating in such Non-Common Law Jurisdiction, if such **Claim** is brought by such **Director** or **Officer** pursuant to a pleading or procedural requirement of such jurisdiction.

Solely for purposes of this exclusion (C) (2), **Director** and/or **Officer** shall not mean any such person who has not served in either capacity for at least four years prior to such **Claim** being first made.

#### (D) EXCLUSIONS APPLICABLE TO DAMAGES BUT NOT TO DEFENSE COSTS

Pursuant to Section VII., ALLOCATION OF DAMAGES, the Insurer shall not pay **Damages**:

- (1) of an **Insured**, based upon, arising from, or in any way related to the gaining of any personal profit, remuneration or financial advantage to which such **Insured** is not legally entitled if any final adjudication establishes such gain; provided, however, that this exclusion shall not apply to **Section 11 and 12 Damages**;
- (2) of an **Insured**, based upon, arising from, or in any way related to any criminal or deliberately fraudulent act or omission by such **Insured**, if any final adjudication establishes such an act or omission;
- (3) under Insuring Agreements (B) or (C) that represent the amount by which the purchase price or consideration is effectively increased in connection with a **Claim** alleging that the price or consideration paid or proposed to be paid in a transaction involving all or substantially all of the ownership interest in or assets of an entity is inadequate, or plaintiff counsel fees and costs arising out of such **Claim**; or
- (4) based upon, arising from, or in any way related to the liability of others assumed by an **Insured** under any employment contract or agreement; provided, however, this exclusion shall not apply to (i) liability that would have been incurred in the absence of such contract or agreement; or (ii) to the portion of **Damages** directly resulting from any **Derivative Demand, Derivate Action** or to any **Securities Claim**.

Regarding exclusions (D) (1) and (D) (2) above, no **Wrongful Act** of any **Insured Person** shall be imputed to any other **Insured Person**, and only the **Wrongful Acts** of an **Executive Officer** shall be imputed to the **Entity**.

## VI. ADVANCEMENT AND ALLOCATION OF DEFENSE COSTS

- (A) It shall be the duty of the **Insureds**, and not the Insurer, to defend any **Claim**.
- (B) Upon written request by any **Insured**, the Insurer shall advance **Defense Costs** in excess of the applicable Retention amount, in defense of any **Claim** covered by this Policy.

However if such **Defense Costs** are only partially covered by this Policy because: (i) such **Claim** involves both **Insureds** and persons or entities who are not **Insureds**; or (ii) a portion of such **Defense Costs** are subject to one or more exclusions set forth in Section V. (A), ALLOCABLE EXCLUSIONS; or (iii) a portion of such **Claim** is subject to one or more specified exceptions to the exclusions set forth in Section V. (C) EXCLUSIONS WITH SPECIFIED EXCEPTIONS, then the **Insureds** and the Insurer agree to use their best efforts to fairly and reasonably allocate such **Defense Costs** on the basis of the relative legal and financial exposures of the covered and non-covered parties and/or the covered and non-covered portions of such **Claim** and/or such **Defense Costs**.

If the Insurer and the **Insureds** agree on the amount of **Defense Costs** that constitute covered **Defense Costs**, the Insurer shall advance such **Defense Costs** on a current basis.

If the Insurer and the **Insureds** cannot agree on the amount of **Defense Costs** that constitute covered **Defense Costs**, then:

- (1) the Insurer shall advance on a current basis **Defense Costs** that it believes to be covered until a different allocation is negotiated, arbitrated or judicially determined; and
- (2) the Insurer, if requested by the **Insureds**, shall submit the dispute to binding arbitration. The rules of the American Arbitration Association shall apply except with respect to the selection of the arbitration panel, which shall consist of one arbitrator selected by the **Insureds**, one arbitrator selected by the Insurer and a third independent arbitrator selected by the first two arbitrators.

Any negotiated, arbitrated or judicially determined allocation of **Defense Costs** on account of a **Claim** shall be applied retroactively to all **Defense Costs** on account of such **Claim**, notwithstanding any prior advancement to the contrary. Any allocation or advancement of **Defense Costs** on account of a **Claim** shall not apply to or create any presumption with respect to the allocation of **Damages** on account of such **Claim**.

## VII. ALLOCATION OF DAMAGES

If a **Claim** results in a settlement or judgment that includes both **Damages** and amounts that do not constitute **Damages**, then the **Insureds** and the Insurer agree to use their best efforts to fairly and reasonably allocate the amount of such settlement or judgment on the basis of the relative legal and financial exposures to the covered **Damages** and the non-covered amounts.

If **Damages** with respect to a **Claim** are only partially covered by this Policy because: (i) such **Claim** involves both **Insureds** and persons or entities who are not **Insureds**, or (ii) a portion of such **Damages** are subject to one or more exclusions set forth in Section V. (A), ALLOCABLE EXCLUSIONS; or (iii) a portion of such **Claim** is subject to one or more specified exceptions to the exclusions set forth in Section V. (C), EXCLUSIONS WITH SPECIFIED EXCEPTIONS; or (iv) a portion of such **Damages** are excluded in Section V. (D), EXCLUSIONS APPLICABLE TO DAMAGES BUT NOT TO DEFENSE COSTS then the **Insureds** and the Insurer agree to use their best efforts to fairly and reasonably allocate such **Damages** on the basis of the relative legal and financial exposures of the covered and non-covered parties and/or to the covered and non-covered portions of such **Claim** and/or such **Damages**.

If the Insurer and the **Insureds** can agree on the amount that constitutes covered **Damages**, the Insurer shall pay such amount as soon as practicable.

If the Insurer and the **Insureds** cannot agree on the amount of covered **Damages**, then the Insurer, if requested by the **Insureds**, shall submit the dispute to binding arbitration. The rules of the American Arbitration Association shall apply except with respect to the selection of the arbitration panel, which shall

consist of one arbitrator selected by the **Insureds**, one arbitrator selected by the Insurer and a third independent arbitrator selected by the first two arbitrators.

#### VIII. AGGREGATE LIMIT OF LIABILITY AND ORDER OF PRIORITY OF PAYMENTS

- (A) The Limit of Liability in Item C of the Declarations shall be the maximum aggregate amount that the Insurer shall pay under this Policy for all **Loss** from all **Claims** and **Derivative Demands** covered under this Policy. **Defense Costs** and **Investigation Costs** shall be part of, and not in addition to, the Limit of Liability. Payment of **Defense Costs** and/or **Investigation Costs** by the Insurer shall reduce the Limit of Liability.
- (B) Covered **Loss** shall be paid by the Insurer in the following order of priority:
- (1) first pay **Loss** that is covered under Insuring Agreement (A) of the Policy;
  - (2) with respect to whatever remaining amount of the Limit of Liability is available after payment of such **Loss** under Insuring Agreement (A), pay **Loss** that is covered under Insuring Agreement (B) of this Policy;
  - (3) with respect to whatever remaining amount of the Limit of Liability is available after payment of such **Loss** under Insuring Agreements (A) and (B), pay **Investigation Costs** incurred by the **Entity** that are covered under Insuring Agreement (D); and
  - (4) with respect to whatever remaining amount of the Limit of Liability is available after payment of such **Loss** under Insuring Agreements (A), (B) and (D), pay **Loss** incurred by the **Entity** that is covered under Insuring Agreement (C).

#### IX. SELF-INSURED RETENTION AND PRESUMPTION OF INDEMNIFICATION

- (A) The Insurer shall only pay **Loss** in excess of the Retention applicable to each **Claim** as specified in Item D of the Declarations. **Defense Costs** are applied against the Retention. The Retention shall be borne by the **Insureds** uninsured at the **Insureds'** own risk. However, if:
- (1) the Insurer's liability under Insuring Agreement (A) is subject to the Insuring Agreement (B) Retention, as set forth in subparagraph (C) below; and
  - (2) covered **Loss** up to the amount of the Retention is paid by an insurer pursuant to an excess drop down insuring agreement A difference in conditions policy written as specific excess insurance to this Policy;

then, the Insurer shall recognize such payment as uninsured at the **Insureds'** own risk, in satisfaction of this sub-paragraph (A).

- (B) If **Loss** arising from any **Claim** is covered in whole or in part under more than one Insuring Agreement, the applicable Retention shall be applied separately to that part of **Loss** covered by each Insuring Agreement and the sum of the Retentions so applied shall constitute the Retention applicable to such **Claim**; provided, however, the largest Retention amount set forth in Item D of the Declarations shall be the maximum retention applicable to such **Claim**.
- (C) For the purpose of determining if an **Entity** is permitted or required to indemnify an **Insured Person**, as set forth in Insuring Agreement (B), the organizational and corporate governance documents of any **Entity**, including, without limitation, any certificate of incorporation, articles of organization, or bylaws, as well as any agreements relating to indemnification of **Insured Persons**, shall be presumed to permit indemnification and advancement of **Defense Costs** to the maximum extent permissible under any applicable law, regardless of the actual provisions of such documents. Notwithstanding any other provision of this Policy to the contrary, if any **Entity** is permitted or required by common or statutory law to indemnify an **Insured Person** for any **Loss**, or to advance **Defense Costs** on his or her behalf, and fails to do so other than because of **Financial Insolvency**, then the Insurer's liability under Insuring Agreement (A) shall be subject to the Insuring Agreement (B) Retention amount set forth in Item D of the Declarations.

- (D) If a **Subsidiary** is unable to indemnify an **Insured Person** for any **Loss**, or to advance **Defense Costs** on his or her behalf because of **Financial Insolvency**, then subject to Section IX (C) above, the **Named Entity** shall indemnify such **Insured Person** and advance **Defense Costs** on their behalf.

#### X. CONSENT AND COOPERATION

- (A) The **Insureds** shall, as a condition precedent to their rights under this Policy, give to the Insurer all information and cooperation as the Insurer may reasonably require and shall do nothing that may prejudice the Insurer's position or its potential or actual rights of recovery, whether by subrogation or otherwise.
- (B) The **Insureds** shall not admit nor assume any liability, make any settlement offer, enter into any settlement agreement, stipulate to any judgment, or incur any **Defense Costs** regarding any **Claim** without the prior written consent of the Insurer, such consent not to be unreasonably withheld. The Insurer shall not be liable for any admission, assumption, settlement, stipulation, or **Defense Costs** to which it has not consented.
- (C) The Insurer shall have the right to effectively associate in the defense of any **Claim**, even if such **Claim** is groundless, false or fraudulent. The Insurer may make any investigation it deems appropriate.

#### XI. COVERAGE EXTENSIONS

##### (A) Spousal/Domestic Partner Liability Coverage

Coverage shall apply to the lawful spouse or **Domestic Partner** of an **Insured Person** for a **Claim** made against such spouse or **Domestic Partner**, provided that:

- (1) such **Claim** arises solely out of:
  - (a) such person's status as the spouse or **Domestic Partner** of an **Insured Person**; or
  - (b) such spouse's or **Domestic Partner's** ownership of property sought as recovery for a **Wrongful Act** by an **Insured Person**;
- (2) the **Insured Person** is named in such **Claim** together with the spouse or **Domestic Partner**; and
- (3) coverage of the spouse or **Domestic Partner** shall be on the same terms and conditions, including any applicable Retention, as apply to coverage of the **Insured Person** for such **Claim**.

No coverage shall apply to any **Loss** resulting from any act, error or omission of such spouse or **Domestic Partner**.

##### (B) Estates and Legal Representatives

In the event of the death, incapacity or bankruptcy of an **Insured Person**, any **Claim** made against the estate, heirs, legal representatives or assigns of such **Insured Person** for a **Wrongful Act** of such **Insured Person** shall be deemed to be a **Claim** made against such **Insured Person**. No coverage shall apply to any **Loss** directly resulting from any act, error or omission of such estate, heirs, legal representatives or assigns.

##### (C) Outside Directorship Liability

Subject to the terms and conditions of this Policy, coverage is afforded for **Loss** resulting from any **Claim** against an **Insured Person** for a **Wrongful Act** in an **Outside Capacity**. Such coverage shall be specifically excess of and not contribute with any insurance or indemnity available from or provided by the **Outside Entity**. Payment by the Insurer or any insurance company controlling, controlled by or under common control with the Insurer under any other insurance policy as a result of such **Claim** shall reduce, by the amount of such payment, the Insurer's Limit of Liability available under this Policy for such **Claim**.

## XII. REPRESENTATIONS AND SEVERABILITY OF THE APPLICATION

- (A) The **Insureds** represent that the statements, representations, and information contained in the **Application** are true and accurate. This Policy is issued in reliance upon the **Application**.

The **Insureds** agree that if the **Application** contains intentional misrepresentations or misrepresentations that materially affect the acceptance of the risk by the Insurer, no coverage shall be afforded to any of the following **Insureds**:

- (1) any **Insured Person** who had actual knowledge as of the Inception Date of this Policy of the facts that were not truthfully or accurately disclosed; or
- (2) an **Entity**, under Insuring Agreement (B), to the extent it indemnifies any **Insured Person** in (A) (1) above; or
- (3) an **Entity**, under Insuring Agreement (C), if any **Executive Officer** had actual knowledge as of the Inception Date of this Policy of the facts that were not truthfully or accurately disclosed.

For purposes of this paragraph (A), (i) the actual knowledge possessed by any **Insured Person** shall not be imputed to any other **Insured Person**, and (ii) only the actual knowledge possessed by any **Executive Officer** shall be imputed to the **Entity**.

- (B) The above paragraph (A) shall be the Insurer's sole remedy with respect to misrepresentations in the **Application**. Under no circumstances shall the Insurer be entitled to rescind the Policy.

## XIII. GENERAL CONDITIONS

### (A) CANCELLATION

- (1) The Insurer may cancel this Policy for non-payment of premium by sending not less than 10 days written notice to the **Named Entity**. This Policy may not otherwise be cancelled by the Insurer.
- (2) Except as provided in Section XIII. (E), CHANGES IN EXPOSURE (2), the **Named Entity** may cancel this Policy by sending written notice of cancellation to the Insurer. Such notice shall be effective upon receipt by the Insurer unless a later cancellation time is specified therein.
- (3) If the Insurer cancels this Policy, unearned premium shall be calculated on a pro rata basis. If the **Named Entity** cancels this Policy, unearned premium shall be calculated at the Insurer's customary short rates. Payment of any unearned premium shall not be a condition precedent to the effectiveness of a cancellation. The Insurer shall make payment of any unearned premium as soon as practicable.

### (B) EXTENDED REPORTING PERIOD

- (1) If this Policy is cancelled or non-renewed for any reason other than non-payment of premium, the **Named Entity** or **Insured Persons** shall have the right to elect an extension of time to report **Claims** under this Policy (the Extended Reporting Period).
- (2) To elect the Extended Reporting Period, the **Named Entity** or **Insured Persons** shall send a written notice of election of the Extended Reporting Period together with the premium therefore directly to the Insurer. The right to elect the Extended Reporting Period shall end unless the Insurer receives such notice and premium within thirty (30) days of cancellation or non-renewal. There shall be no right to elect the Extended Reporting Period after such time.
- (3) The premium for the Extended Reporting Period shall be that percentage specified in Item E of the Declarations of the sum of the original annual premium plus the annualized amount of any additional premium charged by the Insurer during the **Policy Period**. Such premium shall be deemed fully earned at the inception of the Extended Reporting Period.

- (4) The Extended Reporting Period shall be for the duration specified in Item E of the Declarations following the end of the **Policy Period**.
- (5) Coverage during the Extended Reporting Period shall only apply to (i) **Claims** first made during the Extended Reporting Period and (ii) **Loss** directly resulting from **Wrongful Acts** occurring prior to the earlier of the end of the **Policy Period** or the time of any transaction described in Section XIII. CHANGES IN EXPOSURE (2). No coverage shall apply for any **Wrongful Act** occurring after such time.
- (6) There is no separate or additional Limit of Liability for the Extended Reporting Period.

**(C) OTHER INSURANCE**

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

**(D) SUBROGATION**

The Insurer shall be subrogated to all of the **Insureds'** rights of recovery regarding any payment of **Loss** by the Insurer under this Policy. The **Insureds** shall execute all papers required and do everything necessary to secure and preserve such rights, including the execution of any documents necessary to enable the Insurer to effectively bring suit in the name of the **Insureds**. The **Insureds** shall do nothing to prejudice the Insurer's position or any potential or actual rights of recovery.

Notwithstanding the above, the Insurer shall not exercise its rights of subrogation against an **Insured Person** under this Policy.

**(E) CHANGES IN EXPOSURE**

**(1) Mergers Where the Entity is the Surviving Entity or Acquisition of New Subsidiaries**

If, before or during the **Policy Period**, any **Entity**:

- (a) merges with another entity such that the **Entity** is the surviving entity; or
- (b) acquires a **Subsidiary**;

then such entity and its **Insured Person(s)** shall be **Insureds** under this Policy, but only for a **Wrongful Act** occurring after such merger or acquisition. No coverage shall be available for any **Wrongful Act** of an **Insured** occurring before such transaction or for any **Interrelated Wrongful Acts** thereto.

If the fair value of the assets of, or total consideration paid for, any newly merged or acquired entity exceeds 20% of the total assets of the **Named Entity** as reflected in its most recent consolidated audited financial statements as of the inception date of this Policy, the **Named Entity** as a condition precedent to such coverage with respect to such new **Insureds** shall give the Insurer full details of the transaction in writing as soon as practicable but in no event later than ninety (90) days after the effective date of such transaction, together with such information as the Insurer may require, and shall pay any additional premium so required by the Insurer. If the **Named Entity** fails to comply with such condition precedent, coverage otherwise afforded by this section shall terminate as of ninety (90) days after the effective date of such transaction.

**(2) Mergers where the Entity is not the Surviving Entity, Acquisition of the Named Entity**

If, during the **Policy Period**:

- (a) the **Named Entity** merges into or consolidates with another entity such that the **Named Entity** is not the surviving entity; or
- (b) more than 50% of the securities representing the right to vote for the **Named Entity's** board of directors or managers is acquired by another person or entity, group of persons or entities, or persons and entities acting in concert,

then coverage shall continue under this Policy, but only for a **Wrongful Act** occurring before such transaction. No coverage shall be available for any **Wrongful Act** occurring after such transaction. Upon such transaction, this Policy shall not be cancelled and the entire premium for this Policy shall be deemed fully earned.

The **Named Entity** shall give the Insurer written notice of such transaction as soon as practicable, but not later than ninety (90) days after the effective date of such transaction.

### (3) **Loss of Subsidiary Status**

If, before or during the **Policy Period**, any **Entity** ceases to be a **Subsidiary**, then coverage shall be available under this Policy for any **Insured Person** of such **Subsidiary**, but only for a **Wrongful Act** occurring before such transaction. No coverage shall be available for any **Wrongful Act** of such **Insured Person** occurring after such transaction.

### (4) **Bankruptcy**

(a) In the event of **Financial Insolvency**, the **Insureds** hereby:

- (i) waive and release any automatic stay or injunction which may apply in any corresponding bankruptcy proceeding to this Policy or its proceeds under any bankruptcy code or law; and
- (ii) agree not to oppose or object to any efforts by the Insurer to obtain relief from any such stay or injunction.

(b) Bankruptcy or insolvency of any **Insured** shall not relieve the Insurer of any of its obligations under this Policy.

## (F) **AUTHORIZATION OF THE NAMED ENTITY**

The **Named Entity** shall act on behalf of all **Insured Persons** with respect to all matters under this Policy, including, without limitation, giving and receiving of notices regarding **Claims**, cancellation, election of the Extended Reporting Period, payment of premiums, receipt of any return premiums, and acceptance of any endorsements to this Policy.

## (G) **WORLDWIDE COVERAGE TERRITORY**

- (1) Coverage under this Policy applies to **Claims** made anywhere in the world, for **Wrongful Acts** committed or alleged committed anywhere in the world.
- (2) If a judgment is rendered, settlements are denominated or other elements of **Loss** are stated or incurred in a currency other than United States of America dollars, payment of covered **Loss** under this Policy (subject to the terms, conditions and limitations of this Policy) will be made either in such other currency (at the option of the Insurer and if agreeable to the **Named Entity**) or in United States of America dollars at the rate of exchange published in the Wall Street Journal on the date the Insurer's obligation to pay such **Loss** is established. This clause is not intended to, and shall not be interpreted to, narrow the scope of coverage otherwise provided under this Policy.

## (H) **ACTION AGAINST THE INSURER**

- (1) No action shall be taken against the Insurer unless there shall have been full compliance with all the terms and conditions of this Policy.

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

**(I) ASSIGNMENT**

Assignment of interest under this Policy shall not bind the Insurer without its consent as specified in a written endorsement issued by the Insurer to form a part of this Policy.

**(J) HEADINGS**

The headings and Table of Contents of this Policy are intended for reference only and shall not be part of the terms and conditions of coverage.

**(K) REFERENCES TO LAWS**

- (1) Wherever this Policy mentions any law, including, without limitation, any statute, Act or Code of the United States of America, such mention shall be deemed to include all amendments of, and all rules or regulations promulgated under, such law.
- (2) Wherever this Policy mentions any law, including, without limitation, any statute, Act or Code of the United States of America, and such mention is followed by the phrase "or any similar law", such phrase shall be deemed to include all similar laws of all jurisdictions throughout the world, including, without limitation, statutes and any rules or regulations promulgated under such statutes as well as common law.

**(L) CHANGES**

This Policy shall not be changed or modified except in a written endorsement issued by the Insurer to form a part of this Policy.

**(M) ENTIRE AGREEMENT**

This Policy, including the Declarations, **Application** and any written endorsements attached hereto, constitute the entire agreement between the **Entities, Insured Persons** and the Insurer relating to this insurance.



\_\_\_\_\_,  
a stock insurance company, herein called the Insurer

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## THE HARTFORD D&O DEFENDER APPLICATION DIRECTORS, OFFICERS, AND ENTITY LIABILITY 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 WHICH CLAIMS ARE FIRST MADE WHILE THE POLICY IS IN FORCE AND WHICH ARE REPORTED TO THE INSURER NO LATER THAN SIXTY (60) DAYS AFTER THE TERMINATION OF THE POLICY.**

**THE LIMIT OF LIABILITY AVAILABLE TO PAY LOSS, INCLUDING JUDGMENT OR SETTLEMENT AMOUNTS, SHALL BE REDUCED BY AMOUNTS INCURRED FOR LEGAL DEFENSE AND OTHER CLAIMS EXPENSES. FURTHER NOTE THAT AMOUNTS INCURRED FOR LEGAL DEFENSE AND OTHER CLAIMS EXPENSES SHALL BE APPLIED AGAINST THE APPLICABLE RETENTION AMOUNT.**

**THE POLICY DOES NOT PROVIDE FOR ANY DUTY OR OBLIGATION ON THE PART OF THE INSURER TO DEFEND THE DIRECTORS AND OFFICERS AND THE COMPANY.**

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### 1. GENERAL INFORMATION:

- a) Name of Company \_\_\_\_\_
  - b) Address \_\_\_\_\_
  - c) Nature of Business \_\_\_\_\_
  - d) Date of Incorporation \_\_\_\_\_
  - e) State of Incorporation \_\_\_\_\_
- 

### 2. STOCK OWNERSHIP:

- a) Total number of common shares outstanding \_\_\_\_\_
  - b) Total number of common shareholders \_\_\_\_\_
  - c) Are shares publicly traded? If Yes, specify the exchange on which they are listed \_\_\_Yes \_\_\_No  
\_\_\_\_\_
  - d) Give names and percent owned of any shareholders who hold, directly or beneficially, 5% or more of the common shares outstanding: \_\_\_\_\_
- 

### 3. ANNOUNCED CHANGES:

- a) Has the Company publicly revealed in the past 24 months, or does it contemplate within the next 12 months, any:

- (1) consolidation or merger with any other entity? \_\_\_ Yes \_\_\_ No
- (2) acquisition or disposition of any stock, assets or interest in any other corporation, partnership, or joint venture? \_\_\_ Yes \_\_\_ No
- (3) Sale, distribution or divestiture of any assets or stock, other than in the ordinary course of business? \_\_\_ Yes \_\_\_ No

If Yes to any question above, has the Board of Directors approved such action(s)? \_\_\_ Yes \_\_\_ No

Has such action(s) been submitted to the shareholders for approval? \_\_\_ Yes \_\_\_ No  
 Attach complete details.

- b) Has the Company filed in the past 18 months, or contemplated filing within the next 12 months, any registration statement with any government authority for an offering of securities? If Yes, provide applicable prospectus. \_\_\_ Yes \_\_\_ No

**RENEWAL APPLICANTS NEED NOT ANSWER QUESTIONS 4, 5 AND 6.**

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4. PREVIOUS INSURANCE:

- a) Has the Company or any Subsidiary previously held or does it now have any Directors and Officers Liability Insurance or similar insurance? If Yes, provide the following details: \_\_\_ Yes \_\_\_ No

<u>INSURER</u>	<u>LIMIT</u>	<u>DEDUCTIBLE</u>	<u>PERIOD FROM/TO</u>	<u>PREMIUM</u>
_____				

- b) Provide details of any prior claim under such insurance (if none, so state). \_\_\_\_\_  
 \_\_\_\_\_

- c) Has any Insurer cancelled or refused to renew any Directors and Officers Liability Insurance or similar insurance within the past 3 years? If Yes, provide complete details. \_\_\_ Yes \_\_\_ No
- \_\_\_\_\_  
 \_\_\_\_\_

5. PREVIOUS EXPERIENCE:

- a) Has the Company, or anyone for whom insurance is intended, been involved in the following:

- (1) any antitrust, copyright or patent litigation? \_\_\_ Yes \_\_\_ No
- (2) any civil or criminal action or administrative proceeding alleging a violation of any federal or state security law or regulation? \_\_\_ Yes \_\_\_ No
- (3) any representative actions, class actions, or derivative suits? \_\_\_ Yes \_\_\_ No

If Yes to any of the above, provide details.

\_\_\_\_\_  
 \_\_\_\_\_

b) Are there any pending claims against anyone for whom this insurance is intended which may fall within the scope of coverage afforded by any similar insurance presently or previously in effect? If Yes, provide complete details. \_\_\_ Yes \_\_\_ No

\_\_\_\_\_

c) Has anyone for whom this insurance is intended given notice under the provisions of any other previous or current similar insurance policy of any facts or circumstances which may give rise to a claim being made against the Company and/or any Director and/or Officer? If Yes, provide complete details. \_\_\_ Yes \_\_\_ No

\_\_\_\_\_

**IT IS UNDERSTOOD AND AGREED THAT IF ANY SUCH CLAIMS EXIST, OR ANY SUCH FACTS OR CIRCUMSTANCES EXIST WHICH COULD GIVE RISE TO A CLAIM, THEN THOSE CLAIMS AND ANY OTHER CLAIMS ARISING FROM SUCH FACTS OR CIRCUMSTANCES ARE EXCLUDED FROM THE PROPOSED INSURANCE.**

6. PRIOR KNOWLEDGE:

Does anyone for whom insurance is intended have any knowledge or information of any act, error, omission, fact or circumstance which may give rise to a claim which may fall within the scope of the proposed insurance? If Yes, provide complete details. \_\_\_ Yes \_\_\_ No

\_\_\_\_\_

**IT IS UNDERSTOOD AND AGREED THAT IF SUCH KNOWLEDGE OR INFORMATION EXIST, ANY CLAIM ARISING THEREFROM IS EXCLUDED FROM THIS PROPOSED INSURANCE.**

7. MATERIALS REQUESTED:

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

- Complete list of all Directors and Officers to include their name, position, term of office, and affiliation with any other outside organizations.
- Most recent Annual Report.
- Most recent filing with the S.E.C. (Form 10-K) and any subsequent filings (Form 10-Q, Form 8-K, etc.)
- Latest available interim financial statements.
- The notice to shareholders and proxy statement for both the last and next scheduled annual meeting.
- Most recent prospectus.

THE UNDERSIGNED AUTHORIZED OFFICER OF THE APPLICANT DECLARES THAT THE STATEMENTS SET FORTH HEREIN ARE TRUE. THE UNDERSIGNED AUTHORIZED OFFICER 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 BE 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 AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION FORM ARE HEREBY INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART HEREOF.

#### **FRAUD WARNING STATEMENTS**

**ARKANSAS 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.

**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 POLICY HOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICY HOLDER 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 AGENCIES.

**DISTRICT OF COLUMBIA APPLICANTS:** 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."

**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.

**HAWAII APPLICANTS:** FOR YOUR PROTECTION, HAWAII LAW REQUIRES YOU TO BE INFORMED THAT PRESENTING A FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT IS A CRIME PUNISHABLE BY FINES OR IMPRISONMENT, OR BOTH.

**KENTUCKY 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.

**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.

**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.

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

**NEW MEXICO 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 CIVIL FINES AND CRIMINAL PENALTIES.**

**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 MATERIAL FACT THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL BE ALSO SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.**

**OHIO APPLICANTS: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE 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.**

**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.**

**OREGON APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD OR SOLICIT ANOTHER TO DEFRAUD AN INSURER: (1) BY SUBMITTING AN APPLICATION OR; (2) FILING A CLAIM CONTAINING A FALSE STATEMENT AS TO ANY MATERIAL FACT MAY BE VIOLATING STATE LAW.**

**PENNSYLVANIA APPLICANTS: 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 INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.**

**PUERTO RICO APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD AN INSURANCE COMPANY PRESENTS FALSE INFORMATION IN AN INSURANCE APPLICATION, OR PRESENTS, HELPS, OR CAUSES THE PRESENTATION OF A FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS OR ANY OTHER BENEFIT, OR PRESENTS MORE THAN ONE CLAIM FOR THE SAME DAMAGE OR LOSS, SHALL INCUR A FELONY AND, UPON CONVICTION, SHALL BE SANCTIONED FOR EACH VIOLATION WITH THE PENALTY OF A FINE OF NOT LESS THAN FIVE THOUSAND (5,000) DOLLARS AND NOT MORE THAN TEN THOUSAND (10,000) DOLLARS, OR A FIXED TERM OF IMPRISONMENT FOR THREE (3) YEARS, OR BOTH PENALTIES. IF AGGRAVATED CIRCUMSTANCES PREVAIL, THE FIXED ESTABLISHED IMPRISONMENT MAY BE INCREASED TO A MAXIMUM OF FIVE (5) YEARS; IF EXTENUATING CIRCUMSTANCES PREVAIL, IT MAY BE REDUCED TO A MINIMUM OF TWO (2) YEARS.**

**TENNESSEE 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.**

**VIRGINIA 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.**

**VERMONT APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON, FILES AN APPLICATION FOR INSURANCE, OR A STATEMENT OF CLAIM CONTAINING ANY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH MAY BE A CRIME IN CERTAIN JURISDICTIONS.**

**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."**

**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.**

A POLICY CANNOT BE ISSUED UNLESS THE APPLICATION IS PROPERLY SIGNED BY TWO INDIVIDUALS AND DATED. IF THE CHAIRMAN OF THE BOARD AND PRESIDENT ARE THE SAME INDIVIDUAL, PLEASE HAVE THE APPLICATION SIGNED BY THE CHIEF FINANCIAL OFFICER, CHIEF OPERATING OFFICER OR GENERAL COUNSEL IN LIEU OF THE PRESIDENT.

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

PLEASE SUBMIT THIS APPLICATION AND APPROPRIATE MATERIALS TO:

(Enter the address and phone number of the local The Hartford office)



\_\_\_\_\_ ,  
a stock insurance company, herein called the Insurer

**THE HARTFORD D&O DEFENDER APPLICATION  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE  
(FINANCIAL INSTITUTIONS/FINANCIAL SERVICES)**

**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 WHICH CLAIMS ARE FIRST MADE WHILE THE POLICY IS IN FORCE AND WHICH ARE REPORTED TO THE INSURER NO LATER THAN SIXTY (60) DAYS AFTER THE TERMINATION OF THE POLICY.**

**THE LIMIT OF LIABILITY AVAILABLE TO PAY LOSS, INCLUDING JUDGMENT OR SETTLEMENT AMOUNTS, SHALL BE REDUCED BY AMOUNTS INCURRED FOR LEGAL DEFENSE AND OTHER CLAIMS EXPENSES. FURTHER NOTE THAT AMOUNTS INCURRED FOR LEGAL DEFENSE AND OTHER CLAIMS EXPENSES SHALL BE APPLIED AGAINST THE APPLICABLE RETENTION AMOUNT.**

**THE POLICY DOES NOT PROVIDE FOR ANY DUTY OR OBLIGATION ON THE PART OF THE INSURER TO DEFEND THE DIRECTORS AND OFFICERS AND THE COMPANY.**

\_\_\_\_\_  
Name of Applicant \_\_\_\_\_

Street \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

State of Incorporation or Charter \_\_\_\_\_

**Officer designated as representative of the Applicant and all insured Directors and Officers to receive any and all notices from the Insurer:**

\_\_\_\_\_  
1. Nature of the Applicant's Operations: \_\_\_\_\_

2. The Applicant has been in operation since:

3. (a) Ownership: Stock \_\_\_\_\_ Mutual \_\_\_\_\_

(b) If a Mutual Company, does the Applicant intend to convert to a Stock Company within the next year, or has the Applicant considered converting to a Stock Company within the last two years ? If Yes, provide details below or by attachment. Yes\_\_ No\_\_

\_\_\_\_\_

4. If a Stock Company, please provide the following Common Stock information:

(a) Total number of shareholders \_\_\_\_\_

(b) Total number of shares outstanding

(c) Total number of shares owned directly or beneficially by Directors and Officers \_\_\_\_\_

(d) Give names and percent owned of all persons or entities that presently own or control or have stated the Intention to acquire, of record or beneficially, more than 5% of the Applicant's or Parent Corporation's outstanding stock. (If none, so indicate):

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(e) Has there been a change in controlling ownership (5% or more) of the Applicant within the last year or are there any negotiations now pending for the sale of stock in the Applicant in excess of 5% of the total stock outstanding? If Yes, provide details below or by attachment: Yes\_\_ No\_\_

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5. Has the Applicant or any Subsidiary been involved within the last year in any actual or proposed merger, acquisition, consolidation, tender offer, or divestment or is it currently considering such actions? If Yes, provide details below or by attachment: Yes\_\_ No\_\_

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6. Has the Applicant filed or contemplated filing any Registration Statement with any Governmental Authority within the past twelve (12) months or within the next twelve (12) months for a public offering of securities? If Yes, provide details below or by attachment: Yes\_\_ No\_\_

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7. Has the Applicant changed its independent auditor within the last year? If Yes, provide details below or by attachment: Yes\_\_ No\_\_

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8. Have there been any changes in senior management (Chairman, President, Executive or Senior Officers, etc.) in the past year? If Yes, provide details below or by attachment: Yes\_\_ No\_\_

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9. (a) How often are Board Meetings held? \_\_\_\_\_

(b) Has any Director missed more than three (3) board meetings within the last year? If Yes, provide details below or by attachment: Yes\_\_ No\_\_

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10. Provide the date of the last regulatory examination, along with the name of the examining agency for the Applicant and each Subsidiary:

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11. Has any Director or Officer in the last year been charged with or convicted of any criminal act or been the subject of a pending criminal, administrative or regulatory agency investigation? If Yes, provide details below or by attachment: Yes\_\_ No\_\_

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12. Is the Applicant or any Subsidiary operating under an Order to Cease and Desist from any regulatory agency or involved in any other type of actual or proposed written agreement or directive with a regulatory agency concerning the operation of the Applicant or any Subsidiary? If Yes, provide details below or by attachment: Yes\_\_ No\_\_

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13. During the past year, have Directors or Officers become aware of any material violations of laws or regulations or conflict of interest transactions? If Yes, provide details below or by attachment: Yes\_\_ No\_\_

\_\_\_\_\_

14. Have all criticisms noted in the last regulatory examination been reviewed and have appropriate corrective steps been taken by the board? If no, provide details below or by attachment: Yes\_\_ No\_\_

\_\_\_\_\_

15. Provide the following insurance information below or by attachment:

<u>TYPE</u>	<u>CARRIER</u>	<u>LIMIT</u>	<u>RETENTION</u>	<u>EXP. DATE</u>
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(a) Blanket Bond \_\_\_\_\_

(b) Professional Liability E&O \_\_\_\_\_

IT IS REPRESENTED AND AGREED THAT THE ABOVE COVERAGE AMOUNTS WILL BE MAINTAINED BY THE APPLICANT AND ITS SUBSIDIARIES DURING THE POLICY PERIOD OF THE PROPOSED INSURANCE AND THAT THE INSURER IS RELYING UPON SUCH REPRESENTATIONS WHEN ISSUING A POLICY.

16. Has the Applicant or any Subsidiary during the past year made any claim in excess of \$25,000 under its Blanket Bond? If Yes, provide details below or by attachment: Yes\_\_ No\_\_

\_\_\_\_\_

17. Is there now pending any litigation against the Applicant or any of its Subsidiaries? If Yes, provide details below or by attachment: Yes\_\_ No\_\_

\_\_\_\_\_

**RENEWAL APPLICANTS: Questions 18., 19. and 20. need not be answered.**

18. During the past three (3) years have there been, or are there now, any pending claims against any person for which this insurance is intended or has any such person given notice under the provisions of any other previous or current similar insurance policy of any facts or circumstances which may give rise to a claim? If Yes, provide details below or by attachment: Yes\_\_ No\_\_

\_\_\_\_\_

IT IS UNDERSTOOD AND AGREED THAT IF ANY SUCH CLAIMS EXIST OR ANY NOTICE HAS BEEN GIVEN SUCH AS DESCRIBED IN QUESTION 18, THEN SUCH CLAIMS AND ANY CLAIMS ARISING FROM SUCH FACTS OR CIRCUMSTANCES AS DESCRIBED IN QUESTION 18 ARE EXCLUDED FROM THIS PROPOSED INSURANCE.

19. Does anyone for whom this insurance is intended have any knowledge or information of any act, error, omission, fact or circumstance which may give rise to a claim which may fall within the scope of this proposed insurance? If Yes, provide details below or by attachment: Yes\_\_ No\_\_

\_\_\_\_\_

IT IS UNDERSTOOD AND AGREED THAT IF SUCH KNOWLEDGE OR INFORMATION EXISTS, ANY CLAIM ARISING THEREFROM IS EXCLUDED FROM THIS PROPOSED INSURANCE.

20. Current or previous Directors and Officers Liability Insurance:

(a) Carrier \_\_\_\_\_ Policy Period \_\_\_\_\_  
Limit \_\_\_\_\_ Retention \_\_\_\_\_ Premium \_\_\_\_\_

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21. One copy of each of the following documents is attached to be made a part of this Application and any policy which is issued subsequently:
- (a) A list of the names and principal business affiliations, for all Directors and Senior Officers proposed for this insurance.
  - (b) The Notice to Stockholders and Proxy Statement for the last scheduled meeting.
  - (c) The most recent Annual Report to Stockholders/Depositors.
  - (d) The most recent Independent Audit Report.
  - (e) The most recent annual and quarterly filings with the SEC (Form 10-K and 10-Q) and any subsequent filing (Form 8-K).
  - (f) The most recent applicable quarterly and year-end regulatory filings and statements (Call Reports, Convention Statements, Form ADV's, or similar regulatory statements).
  - (g) The most recent Management Letter regarding internal control and Management's Response to any material criticisms.
  - (h) A listing of all Subsidiary companies, including their nature of operations.

THE UNDERSIGNED AUTHORIZED OFFICER OF THE APPLICANT DECLARES THAT THE STATEMENTS SET FORTH HEREIN ARE TRUE. THE UNDERSIGNED AUTHORIZED OFFICER 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.

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**DISTRICT OF COLUMBIA APPLICANTS: 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."**

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**HAWAII APPLICANTS: FOR YOUR PROTECTION, HAWAII LAW REQUIRES YOU TO BE INFORMED THAT PRESENTING A FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT IS A CRIME PUNISHABLE BY FINES OR IMPRISONMENT, OR BOTH.**

**KENTUCKY 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.**

**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.**

**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.**

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

**NEW MEXICO 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 CIVIL FINES AND CRIMINAL PENALTIES.**

**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 MATERIAL FACT THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL BE ALSO SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.**

**OHIO APPLICANTS: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE 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.**

**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.**

**OREGON APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD OR SOLICIT ANOTHER TO DEFRAUD AN INSURER: (1) BY SUBMITTING AN APPLICATION OR; (2) FILING A CLAIM CONTAINING A FALSE STATEMENT AS TO ANY MATERIAL FACT MAY BE VIOLATING STATE LAW.**

**PENNSYLVANIA APPLICANTS: 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 INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.**

**PUERTO RICO APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD AN INSURANCE COMPANY PRESENTS FALSE INFORMATION IN AN INSURANCE APPLICATION, OR PRESENTS, HELPS, OR CAUSES THE PRESENTATION OF A FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS OR ANY OTHER BENEFIT, OR PRESENTS MORE THAN ONE CLAIM FOR THE SAME DAMAGE OR LOSS, SHALL INCUR A FELONY AND, UPON CONVICTION, SHALL BE SANCTIONED FOR EACH VIOLATION WITH THE PENALTY OF A FINE OF NOT LESS THAN FIVE THOUSAND (5,000) DOLLARS AND NOT MORE THAN TEN THOUSAND (10,000) DOLLARS, OR A FIXED TERM OF IMPRISONMENT FOR THREE (3) YEARS, OR BOTH PENALTIES. IF AGGRAVATED CIRCUMSTANCES PREVAIL, THE FIXED ESTABLISHED IMPRISONMENT MAY BE INCREASED TO A MAXIMUM OF FIVE (5) YEARS; IF EXTENUATING CIRCUMSTANCES PREVAIL, IT MAY BE REDUCED TO A MINIMUM OF TWO (2) YEARS.**

**TENNESSEE 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.**

**VIRGINIA 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.**

**VERMONT APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON, FILES AN APPLICATION FOR INSURANCE, OR A STATEMENT OF CLAIM CONTAINING ANY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH MAY BE A CRIME IN CERTAIN JURISDICTIONS.**

**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."**

**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.**

**A POLICY CANNOT BE ISSUED UNLESS THE APPLICATION IS PROPERLY SIGNED BY TWO INDIVIDUALS AND DATED. IF THE CHAIRMAN OF THE BOARD AND PRESIDENT ARE THE SAME INDIVIDUAL, PLEASE HAVE THE APPLICATION SIGNED BY THE CHIEF FINANCIAL OFFICER IN LIEU OF THE PRESIDENT.**

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
(Chairman of the Board)

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
(President or Chief Financial Officer)

PLEASE SUBMIT THIS APPLICATION AND APPROPRIATE MATERIALS TO:

(Enter the address and phone number of the local The Hartford office)



\_\_\_\_\_ ,  
a stock insurance company, herein called the Insurer

**THE HARTFORD D&O DEFENDER APPLICATION  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE  
(FOR EMERGING MARKET)**

**NOTICE: PLEASE READ CAREFULLY. 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 WHICH CLAIMS ARE FIRST MADE WHILE THE POLICY IS IN FORCE AND WHICH ARE REPORTED TO THE INSURER NO LATER THAN SIXTY (60) DAYS AFTER THE TERMINATION OF THE POLICY.**

**THE LIMIT OF LIABILITY AVAILABLE TO PAY LOSS, INCLUDING JUDGMENT OR SETTLEMENT AMOUNTS, SHALL BE REDUCED BY AMOUNTS INCURRED FOR LEGAL DEFENSE AND OTHER CLAIMS EXPENSES. FURTHER NOTE THAT AMOUNTS INCURRED FOR LEGAL DEFENSE AND OTHER CLAIMS EXPENSES SHALL BE APPLIED AGAINST THE APPLICABLE RETENTION AMOUNT.**

**THE POLICY DOES NOT PROVIDE FOR ANY DUTY OR OBLIGATION ON THE PART OF THE INSURER TO DEFEND THE DIRECTORS AND OFFICERS AND THE COMPANY.**

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1. GENERAL INFORMATION:

- a) Name of Company\_\_\_\_\_
- b) Address\_\_\_\_\_
- c) Nature of Business\_\_\_\_\_
- d) Date of Incorporation\_\_\_\_\_
- e) State of Incorporation\_\_\_\_\_

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2. STOCK OWNERSHIP:

- a) Total number of common shares outstanding\_\_\_\_\_
- b) Total number of common shareholders\_\_\_\_\_
- c) Total number of common shares held directly or beneficially by Directors and Officers\_\_\_\_\_
- d) Describe fully any other securities convertible to common shares\_\_\_\_\_  
\_\_\_\_\_
- e) Are shares publicly traded? If yes, specify the exchange on which they are listed.     \_\_Yes \_\_ No.  
\_\_\_\_\_
- f) Give names and percent owned of any shareholders who hold, directly or beneficially, 5% or more of the common shares outstanding:  
\_\_\_\_\_

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g) Does the Company have publicly traded bonds? If yes, specify ticker symbol (s).  Yes  No.

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3. SUBSIDIARY INFORMATION:

a) List all Subsidiary Companies:

<u>NAME</u>	<u>NATURE OF BUSINESS</u>	<u>DATE ACQUIRED OR CREATED</u>	<u>PERCENTAGE OWNED</u>	<u>STATE/COUNTRY OF INCORPORATION</u>

b) Coverage to include all Subsidiaries? If Yes, include a complete listing of all Directors and Officers for each Subsidiary.  Yes  No.

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4. ADDITIONAL INFORMATION:

- a) Have there been any changes in Executive Officers or Directors during the past 12 months?  Yes  No.  
Are any changes currently anticipated? If yes, provide details and biography.  Yes  No.
- b) Has the Company been involved in any merger, consolidation or acquisition with any other entity within the past 12 months? If yes, please provide details.  Yes  No.
- c) Is the Company currently involved in or considering any merger with any other entity within the next 12 months? If yes, please provide details.  Yes  No.
- d) Is the Company currently involved in or considering any acquisition of any other entity within the next 12 months? If yes, please provide details.  Yes  No.
- e) Is the Company currently involved in or considering any restructuring or legal or financial reorganization or filing for bankruptcy? If yes, please provide details.  Yes  No.
- f) Is the Company currently involved in or considering any restructuring, write-downs, charges, restatements or sale, distribution or divestiture of any assets? If yes, please provide details.  Yes  No.
- g) Is the Company currently or has it at any time over the last year been in breach or violation of any debt covenant or loan agreement or any other material contractual obligation? If yes, please provide details.  Yes  No.
- h) Has the Company changed auditors in the past 12 months? If yes, please provide details.  Yes  No.
- i) Has the Company auditors informed the company of any disagreements or weaknesses with its accounting practices? If yes, please provide details.  Yes  No.
- j) Has the Company retained or does it currently plan on retaining an investment banker or financial advisor to increase or maximize shareholder value? If yes, please provide details.  Yes  No.

k) Is the Company currently considering a private or public offering of any securities within the next 12 months? If yes, please provide details.  Yes  No.

l) Does the Company or any of its Subsidiaries, including the Directors and Officers thereof, presently act or plan to act in the capacity of General Partner in any Limited or General Partnership? If yes, please provide details.  Yes  No.

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If the answer is "Yes" to any question above, has the Board of Directors approved such action(s)?  Yes  No.

Does such action(s) require shareholder approval? Explain.  Yes  No.

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m) Are the current financial results in line with previously budgeted or forecasted or projected expectations? If no, please provide details.  Yes  No.

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5. PREVIOUS INSURANCE:

a) Has the Company or any Subsidiary previously held or does it now have any Directors and Officers Liability Insurance or similar insurance? If yes, provide the following details:  Yes  No.

<u>PERIOD</u>	<u>LIMIT</u>	<u>DEDUCTIBLE</u>	<u>FROM/TO</u>	<u>PREMIUM</u>
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b) Provide details of any prior actual or potential claims filed under such insurance (if none, so state).

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c) Has any Insurer cancelled or refused to renew any Directors and Officers Liability Insurance or similar insurance within the past 3 years? If yes, provide complete details.  Yes  No.

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6. PREVIOUS EXPERIENCE:

a) Within the past 12 months has the Company, or anyone for whom insurance is intended, been involved in the following:

(1) any antitrust, copyright or patent litigation?  Yes  No.

(2) any civil or criminal action or administrative proceeding or investigation (including but not limited to notice of any inquiry or investigation by or receipt of a target letter from or on behalf of the SEC or Department of Justice) regardless of whether any wrong doing is alleged there in?  Yes  No.

(3) any representative actions, class actions, or derivative suits?  Yes  No.

(4) Is there any litigation currently pending against the Company or any of its Directors or Officers (in their capacity as a Director or Officer)? If yes to any of the above, provide details.  Yes  No.

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**(RENEWAL APPLICANTS: Questions 6. b) and c) need not be answered).**

b) Are there any pending claims or demands against the Company or anyone for whom this insurance is intended which may fall within the scope of coverage afforded by any similar insurance presently or previously in effect or currently proposed? If yes, provide complete details. \_ Yes \_ No.

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c) Has anyone for whom this insurance is intended given notice under the provisions of any other previous or current similar insurance policy of any claims or facts or circumstances which may give rise to a claim being made against the Company and/or any Director and/or Officer? If yes to any of the above, provide details. \_ Yes \_ No.

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WITH RESPECT TO THIS QUESTION 6. IT IS UNDERSTOOD AND AGREED THAT IF ANY SUCH CLAIMS, DEMANDS, NOTICES, LITIGATION PROCEEDINGS, ACTIONS OR SUITS EXIST, THEN ANY CLAIM BASED UPON OR ARISING FROM OR IN ANY WAY RELATED TO SUCH MATTERS SHALL BE EXCLUDED FROM THE PROPOSED INSURANCE.

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7. **PRIOR KNOWLEDGE: (RENEWAL APPLICANTS: Question 7. need not be answered).**

Does anyone for whom insurance is intended have any knowledge or information of any act, error, omission, fact or circumstance which may give rise to a claim which may fall within the scope of the proposed insurance? If yes, provide details. \_ Yes \_ No.

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IT IS UNDERSTOOD AND AGREED THAT IF SUCH KNOWLEDGE OR INFORMATION EXISTS, ANY CLAIM ARISING THEREFROM IS EXCLUDED FROM THIS PROPOSED INSURANCE.

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8. **MATERIALS REQUESTED:**

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

- Complete list of all Directors and Officers to include their name, position, term of office, and affiliation with any other outside organizations.
- Most recent Annual Report.
- Latest CPA letter to management and any written response thereto.
- Most recent filings with the S.E.C. (Form 10-K) and any subsequent filings (Form 10-Q, Form 8-K, etc.)
- Latest available interim financial statements.
- Detailed statement of operations (private companies only).
- The notice to shareholders and proxy statement for both the last and next scheduled annual meeting.
- Most recent prospectus or private placement memorandum.

**FRAUD WARNING STATEMENTS**

**ARKANSAS 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.**

**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 POLICY HOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICY HOLDER 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 AGENCIES.

**DISTRICT OF COLUMBIA APPLICANTS:** 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."

**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.

**HAWAII APPLICANTS:** FOR YOUR PROTECTION, HAWAII LAW REQUIRES YOU TO BE INFORMED THAT PRESENTING A FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT IS A CRIME PUNISHABLE BY FINES OR IMPRISONMENT, OR BOTH.

**KENTUCKY 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.

**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.

**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.

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

**NEW MEXICO 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 CIVIL FINES AND CRIMINAL PENALTIES.

**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 MATERIAL FACT THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL BE ALSO SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

**OHIO APPLICANTS:** ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE 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.

**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.

**OREGON APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD OR SOLICIT ANOTHER TO DEFRAUD AN INSURER: (1) BY SUBMITTING AN APPLICATION OR; (2) FILING A CLAIM CONTAINING A FALSE STATEMENT AS TO ANY MATERIAL FACT MAY BE VIOLATING STATE LAW.**

**PENNSYLVANIA APPLICANTS: 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 INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.**

**PUERTO RICO APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD AN INSURANCE COMPANY PRESENTS FALSE INFORMATION IN AN INSURANCE APPLICATION, OR PRESENTS, HELPS, OR CAUSES THE PRESENTATION OF A FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS OR ANY OTHER BENEFIT, OR PRESENTS MORE THAN ONE CLAIM FOR THE SAME DAMAGE OR LOSS, SHALL INCUR A FELONY AND, UPON CONVICTION, SHALL BE SANCTIONED FOR EACH VIOLATION WITH THE PENALTY OF A FINE OF NOT LESS THAN FIVE THOUSAND (5,000) DOLLARS AND NOT MORE THAN TEN THOUSAND (10,000) DOLLARS, OR A FIXED TERM OF IMPRISONMENT FOR THREE (3) YEARS, OR BOTH PENALTIES. IF AGGRAVATED CIRCUMSTANCES PREVAIL, THE FIXED ESTABLISHED IMPRISONMENT MAY BE INCREASED TO A MAXIMUM OF FIVE (5) YEARS; IF EXTENUATING CIRCUMSTANCES PREVAIL, IT MAY BE REDUCED TO A MINIMUM OF TWO (2) YEARS.**

**TENNESSEE 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.**

**VIRGINIA 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.**

**VERMONT APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON, FILES AN APPLICATION FOR INSURANCE, OR A STATEMENT OF CLAIM CONTAINING ANY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH MAY BE A CRIME IN CERTAIN JURISDICTIONS.**

**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."**

**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.**

**THE UNDERSIGNED AUTHORIZED OFFICER OF THE APPLICANT DECLARES THAT THE STATEMENTS SET FORTH HEREIN ARE TRUE. THE UNDERSIGNED AUTHORIZED OFFICER AGREES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE OF THIS PROPOSAL 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. THE "EFFECTIVE DATE" IS THE DATE THE COVERAGE IS BOUND OR THE FIRST DAY OF THE CURRENT POLICY PERIOD, WHICHEVER IS LATER.**

**SIGNING OF THIS APPLICATION DOES NOT BIND THE APPLICANT OR THE INSURER TO COMPLETE THE INSURANCE, BUT IT IS AGREED THAT THIS APPLICATION SHALL BE 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 AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION ARE HEREBY INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART HEREOF.

A POLICY CANNOT BE ISSUED UNLESS THE APPLICATION IS PROPERLY SIGNED BY TWO INDIVIDUALS AND DATED. IF THE CHAIRMAN OF THE BOARD AND PRESIDENT ARE THE SAME INDIVIDUAL, PLEASE HAVE THE APPLICATION SIGNED BY THE CHIEF FINANCIAL OFFICER, CHIEF OPERATING OFFICER OR GENERAL COUNSEL IN LIEU OF THE PRESIDENT.

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

PLEASE SUBMIT THIS APPLICATION AND APPROPRIATE MATERIALS TO:

(Enter the address and phone number of the local The Hartford office)

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CIVIL MONETARY PENALTIES COVERAGE  
(BANKING REGULATORY AGENCIES)**

This endorsement modifies insurance provided under:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

I. Section **II. DEFINITIONS, (C) "Damages"**. **(b)** is amended to add the following:

Notwithstanding the above, "**Damages**" includes civil monetary penalties imposed upon **Directors** and/or **Officers** by a federal or state banking regulatory agency.

II. The Insurer's aggregate Limit of Liability for all **Loss** described in I. above is \$100,000 per **Director** or **Officer** in the aggregate each **Policy Period**, including **Defense Costs**, not to exceed \$1,000,000 for all **Directors** and/or **Officers** in the aggregate each **Policy Period**, including **Defense Costs**. Such amounts shall be part of, and not in addition to, the aggregate Limit of Liability shown under Item C of the Declarations.

All other terms and conditions remain unchanged.

---

Authorized Representative

**ENDORSEMENT NO:**

**This endorsement, effective 12:01 am,**

**forms part**

**of policy number**

**issued to:**

**by:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIOR OR PENDING LITIGATION EXCLUSION  
(LIMITATION TO DIRECTOR AND OFFICER CLAIMS ONLY)**

This endorsement modifies insurance provided under:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

Section **V. EXCLUSIONS, (B) BROAD FORM EXCLUSIONS, (1)** is deleted and replaced by the following:

- (1)** any **Claim**, for, based upon, arising from, or in any way related to any prior or pending written demand, or proceeding against any **Director** and/or **Officer** as of the applicable Prior Litigation Date in ITEM F of the Declarations, or the same or any substantially similar fact, circumstance or situation underlying or alleged in such demand, or proceeding;

All other terms and conditions remain unchanged.

---

Authorized Representative

**ENDORSEMENT NO:**

**This endorsement, effective 12:01 am,**

**forms part**

**of policy number**

**issued to:**

**by:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**COMPANY AUTHORIZATION  
(DESIGNATION OF AGENT)**

This endorsement modifies insurance provided under:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

Section **XIII. GENERAL CONDITIONS, (F) AUTHORIZATION OF THE NAMED ENTITY** is deleted and replaced by the following:

**(F) AUTHORIZATION OF THE NAMED ENTITY**

By acceptance of this Policy, the **Insureds** agree that the agent specified below shall act on behalf of all **Insureds** with respect to the giving and receiving of notice of **Claim** or cancellation, the payment of premiums and the receiving of any return premium, the negotiation, agreement to and acceptance of any endorsements to this Policy, and the exercising of the **Extended Reporting Period** option:

(Insert Name and Address)

All other terms and conditions remain unchanged.

---

Authorized Representative

**ENDORSEMENT NO:**

**This endorsement, effective 12:01 am,**

**forms part**

**of policy number**

**issued to:**

**by:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMEND NAMED INSURED**

This endorsement modifies insurance provided under:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

**ITEM A** of the Declarations is deleted and replaced by the following:

**ITEM A.** Name of Entity and Address:

All other terms and conditions remain unchanged.

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Authorized Representative

**ENDORSEMENT NO:**

**This endorsement, effective 12:01 am  
of policy number:**

**forms a part**

**issued to:**

**by:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**FAILURE TO MAINTAIN INSURANCE EXCLUSION**

This endorsement modifies insurance provided under the following:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

Section **V. EXCLUSIONS, (B) BROAD FORM EXCLUSIONS** is amended by the addition of the following:

- any **Claim** for, based upon, arising from, or in any way related to any actual or alleged failure to effect or maintain insurance, including, but not limited to, types and amounts of insurance.

All other terms and conditions remain unchanged.

---

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,  
of policy number

forms part

issued to:

by:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRE-SET ALLOCATION FOR SECURITIES CLAIMS**

This endorsement modifies insurance provided under:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

Section **VII. ALLOCATION OF DAMAGES** is amended to add:

Regarding a **Securities Claim** made against (i) any **Director(s)** and/or **Officer(s)** and (ii) the **Entity**, **Loss** shall be allocated between the **Director(s)** and/or **Officer(s)** and the **Entity** as follows:

- (A) \_\_\_\_\_% of **Claims Expenses** shall be allocated to the **Director(s)** and/or **Officer(s)** if the **Director(s)** and/or **Officer(s)** and the **Entity** are represented jointly by the same legal counsel; and
- (B) \_\_\_\_\_% of **Loss** other than **Claims Expenses** shall be allocated to the **Director(s)** and/or **Officer(s)**.

All other terms and conditions remain unchanged.

---

Authorized Representative

**ENDORSEMENT NO:**

**This endorsement, effective 12:01 am,**

**forms a part**

**of policy number:**

**issued to:**

**by:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMEND DEFINITION OF EXECUTIVE OFFICER  
(ADDITION & DELETION OF POSITIONS)**

This endorsement modifies insurance provided under:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

Section II. **DEFINITIONS, (N) “Executive Officer”** is amended by the addition of the following:

I. adding the following positions:

II. deleting the following positions:

All other terms and conditions remain unchanged.

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Authorized Representative

**ENDORSEMENT NO.**

This endorsement, effective 12:01 a.m.,

Forms part of

policy number:

Issued to:

By:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DIRECTORS, OFFICERS AND COMPANY WRONGFUL PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

- I. Solely for the purposes of this endorsement, the following definitions are added to Section II. **DEFINITIONS:**
- **"Bid Rigging"** means the knowing participation by the **Insured** in a scheme in which an agent and/or broker obtains a **Fictitious Quote** (whether or not from the **Insured**) in order to create the false appearance of competition among insurance companies for the business being quoted, or otherwise conspires or acts in concert with other parties to achieve such a result.
  - **"Fictitious Quote"** means a **Quote** by an insurance company that is deliberately and artificially inflated and is designed to steer business to a particular insurance company in consideration of the insurance company's participation in either **Bid Rigging** or the payment of **Wrongful Contingent Commissions**.
  - **"Quote"** means an oral or written offer or proposal to provide insurance.
  - **"Wrongful Contingent Commissions"** mean commissions paid pursuant to an agreement between the **Insured** and an agent and/or broker that remunerates the agent and/or broker on an aggregate basis for placing or maintaining business with the **Insured**, which, to the knowledge of the Insured, has induced such agent and/or broker to breach its fiduciary, statutory, regulatory and/or contractual duties owed to its clients or has created an unreasonable restraint on trade or competition.
- II. Section V. **EXCLUSIONS, (B) BROAD FORM EXCLUSIONS** is amended by the addition of the following:
- any **Claim** for based upon, arising from, or in any way related to the actual or alleged use of or participation in:
    - (1) **Bid Rigging;**
    - (2) a **Fictitious Quote;** or
    - (3) **Wrongful Contingent Commissions.**

All other terms and conditions remain unchanged.

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Authorized Representative

This endorsement, effective 12:01 a.m.,

Forms part of

policy number:

Issued to:

By:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**MUTUAL FUND WRONGFUL PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

I. Solely for the purposes of this endorsement, the following definitions are added to section II. **DEFINITIONS:**

- **“Late Trading”** means:
  - (1) Any transaction involving mutual fund shares on a given day, undertaken after the market closes on such day, at the price sold to the public during that day prior to the market having closed; or
  - (2) any transaction defined as late trading by any state or federal statute or regulation, or any prospectus, policy, limitation, agreement or procedure of the mutual fund.
- **“Market Timing”** means any short-term “in/out” trading of mutual funds in such a manner as to exploit market inefficiencies.
- **“Prohibited Sales Practices”** means any misrepresentation or omission made to a purchaser of mutual fund shares regarding advisory fees, expenses, commissions or the existence of any relationship shared or consideration exchanged between the **Insured** and any broker or other intermediary.
- **“Selective Disclosure”** means the disclosure of the portfolio holdings of any mutual fund to any party other than those to whom it would be disclosed during the course of the mutual fund’s normal disclosure of same to the general public.

II. Section V. **EXCLUSIONS, (B) BROAD FORM EXCLUSIONS** is amended by the addition of the following:

- any **Claim** for, based upon, arising from, or in any way related to the actual or alleged use of or participation in:
  - (1) **Late Trading;**
  - (2) **Market Timing;**
  - (3) **Prohibited Sales Practices;** or
  - (4) **Selective Disclosure.**

All other terms and conditions remain unchanged.

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Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms a part

of policy number:

issued to:

by:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUDED ENTITY ENDORSEMENT**

This endorsement modifies insurance provided under:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

Section **V. EXCLUSIONS, (B) BROAD FORM EXCLUSIONS** is amended by the addition of the following:

- any **Claim**, for, based upon, arising from, or in any way related to any **Wrongful Act** or any **Interrelated Wrongful Acts** committed by the following entity(ies), or any director, officer and/or employee thereof acting in such capacity:

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All other terms and conditions remain unchanged.

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Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,  
of policy number

forms part

issued to:

by:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMEND CONSENT AND COOPERATION SECTION**

This endorsement modifies insurance provided under:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS, AND ENTITY LIABILITY INSURANCE POLICY**

Section X. **CONSENT AND COOPERATION**, is amended by the addition of the following:

- The Insurer may, with the written consent of the **Insured**, settle any **Securities Claim** for solely a monetary amount which the Insurer deems reasonable. If the **Insured** withholds consent to such settlement, the Insurer's liability for all **Loss** on account of such **Securities Claim** shall not exceed:
  - (1) the amount for which the Insurer could have settled such **Securities Claim** plus **Defense Costs** accrued as of the date such settlement was proposed in writing by the Insurer to the **Insured**; plus
  - (2) subject to the Limit of Liability shown under Item C of the Declarations, \_\_\_\_\_ of that **Loss** that is incurred after the date such settlement was proposed in writing by the Insurer to the **Insured**.

All other terms and conditions remain unchanged.

\_\_\_\_\_  
Authorized Representative

**ENDORSEMENT NO:**

**This endorsement, effective 12:01 am,**

**forms part**

**of policy number**

**issued to:**

**by:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**STATE AMENDATORY INCONSISTENCY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

Section **XIII. GENERAL CONDITIONS**, is amended by the addition of the following:

- **STATE AMENDATORY INCONSISTENCY**

In the event that there is an inconsistency between the terms and conditions of a state amendatory endorsement attached to this Policy and any term or condition of this Policy, it is understood and agreed that, where permitted by law, the Insurer shall apply those terms and conditions of either the state amendatory endorsement or the Policy which are more favorable to the **Insured**.

All other terms and conditions remain unchanged.

---

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number:

issued to:

by:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMEND DEFINITION OF EXECUTIVE OFFICER**

This endorsement modifies insurance provided under:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

Section II. **DEFINITIONS, (N) EXECUTIVE OFFICER**, is deleted and replaced by the following:

**(N) "Executive Officer"** means any:

- Chairman of the Board
- Chief Executive Officer
- Chief Operating Officer
- President
- Chief Financial Officer
- General Counsel
- Managing Director
- Executive Vice President
- Other \_\_\_\_\_

or any equivalent position of the **Entity**.

All other terms and conditions remain unchanged.

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Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,  
policy number

forms part of

issued to:

by:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMEND CONSENT AND COOPERATION SECTION TO PERMIT SETTLEMENT BY THE  
INSURED WITHIN THE RETENTION**

This endorsement modifies insurance provided under the following:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

Section X. **CONSENT AND COOPERATION, (B)** is deleted and replaced by the following:

- (B)** No **Defense Costs** shall be incurred or settlements made, contractual obligations assumed or liability admitted with respect to any **Claim** without the Insurer's prior written consent, which shall not be unreasonably withheld. The Insurer shall not be liable for any **Defense Costs**, settlement, assumed obligation or admission to which it has not consented. Notwithstanding the foregoing, the prior consent of the Insurer shall not be required to settle any **Claim** where the total amount of **Loss** incurred for such **Claim** is less than \$\_\_\_\_\_.

The notice provisions set forth in Section **IV. NOTICES TO THE INSURER AND THE INSUREDS, INCLUDING NOTICE OF CLAIM OR POTENTIAL CLAIM** shall apply to all **Wrongful Acts** and/or **Claims** regardless of the amount of **Loss**.

All other terms and conditions remain unchanged.

---

Authorized Representative

**ENDORSEMENT NO:**

**This endorsement, effective 12:01 am,**

**forms part**

**of policy number**

**issued to:**

**by:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIOR WRONGFUL ACTS EXCLUSION**

This endorsement modifies insurance provided under the following:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

Section **V. EXCLUSIONS, (B) BROAD FORM EXCLUSIONS** is amended by the addition of the following:

- any **Claim**, for, based upon, arising from, or in any way related to any **Wrongful Act** occurring prior to \_\_\_\_\_ or any **Interrelated Wrongful Acts**.

All other terms and conditions remain unchanged.

---

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**MAJOR SHAREHOLDER EXCLUSION**

This endorsement modifies insurance provided under the following:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

Section V. **EXCLUSIONS, (B) BROAD FORM EXCLUSIONS** is amended by the addition of the following:

- any **Claim**, brought or maintained in any capacity by or on behalf of any individual, firm, corporation or entity owning \_\_% or more of the outstanding common shares of the **Entity**, either directly or beneficially.

All other terms and conditions remain unchanged.

---

Authorized Representative

**ENDORSEMENT NO:**

**This endorsement, effective 12:01 am,**

**forms part**

**of policy number**

**issued to:**

**by:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**MEDICAL INCIDENT EXCLUSION**

This endorsement modifies insurance provided under the following:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

Section V. **EXCLUSIONS, (B) BROAD FORM EXCLUSIONS** is amended by the addition of the following:

- any **Claim**, for, based upon, arising from, or in any way related to the rendering of or failure to render professional services in connection with the **Entity** business as a provider of medical services. Said professional services shall include, but not be limited to:
  - (a) providing medical, surgical, dental, psychiatric or nursing treatment, diagnosis or services, including the furnishing of food or beverage in connection therewith;
  - (b) furnishing or dispensing of drugs or medical, surgical, dental, psychiatric or nursing supplies or appliances if the injury occurs after the **Entity** and/or the **Directors** and **Officers** relinquished possession thereof to others;
  - (c) providing services as a member of or as a participant in a formal medical accreditation or other medical professional board or committee of the **Entity**, of a hospital or of a professional society, or as a person charged with the duty of executing directives from:
    - (i) any such board, committee, hospital or society; or
    - (ii) any board of trustees, managers, directors, governors, or similar governing board of the **Entity**;
  - (d) peer review activities which include, but are not limited to, granting or maintenance of medical staff privileges, termination of professional medical employees, insurance mediation, fee arrangements, medical standards, professional relations and ethics, community relations and utilization review;
  - (e) handling of cadavers, including the performance of post-mortem examinations;
  - (f) providing veterinary services;

- (g) providing any professional service of a non-medical nature as a member of or as a participant in any non-medical professional society, association or group; or
- (h) offering of any advice by the **Entity** and/or its **Directors** and/or **Officers** in connection with any of the above.

All other terms and conditions remain unchanged.

---

Authorized Representative

**ENDORSEMENT NO:**

**This endorsement, effective 12:01 am,**

**forms part**

**of policy number**

**issued to:**

**by:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PARENT EXCLUSION**

This endorsement modifies insurance provided under the following:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

Section **V. EXCLUSIONS, (B) BROAD FORM EXCLUSIONS** is amended by the addition of the following:

- any **Claim**, brought or maintained by or on behalf of \_\_\_\_\_ and/or its subsidiaries other than the **Entity**, and/or of its directors, officers, employees, present or former security holders or class of security holders; or
- any **Claim**, for, based upon, arising from, or in any way related to performance, ownership, control, management, maintenance, and/or operations of the entity or entities included in the above paragraph.

All other terms and conditions remain unchanged.

---

Authorized Representative

**ENDORSEMENT NO:**

**This endorsement, effective 12:01 am,**

**forms part**

**of policy number**

**issued to:**

**by:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SPECIFIC LITIGATION EXCLUSION**

This endorsement modifies insurance provided under the following:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

Section **V. EXCLUSIONS, (B) BROAD FORM EXCLUSIONS** is amended by the addition of the following:

- any **Claim**, for, based upon, arising from, or in any way related to the following proceeding:

[insert name of specific litigation pending against insured],

or the same or substantially the same facts, circumstances or allegations which are the subject of or the basis for such proceeding.

All other terms and conditions remain unchanged.

---

Authorized Representative

**ENDORSEMENT NO:**

**This endorsement, effective 12:01 am,**

**forms part**

**of policy number**

**issued to:**

**by:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**GENERAL PROFESSIONAL E&O EXCLUSION**

This endorsement modifies insurance provided under the following:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

Section **V. EXCLUSIONS, (B) BROAD FORM EXCLUSIONS** is amended by the addition of the following:

- any **Claim**, for, based upon, arising from, or in any way related to the rendering of or failure to render professional services in connection with the **Entity** business.

All other terms and conditions remain unchanged.

---

Authorized Representative

**ENDORSEMENT NO:**

**This endorsement, effective 12:01 am,**

**forms part**

**of policy number**

**issued to:**

**by:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**RELATED PARTY EXCLUSION**

This endorsement modifies insurance provided under the following:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

Section **V. EXCLUSIONS, (B) BROAD FORM EXCLUSIONS** is amended by the addition of the following:

- any **Claim**, for, based upon, arising from, or in any way related to any transactions, dealings or activities by the **Entity** and/or any **Directors** and/or **Officers**, individually or collectively, with any business venture or entity which at the time of such transaction, dealing or activity is directly, indirectly, or beneficially owned, in whole or in part, or managed or controlled by any **Director** and/or **Officer** or the **Entity**.

All other terms and conditions remain unchanged.

---

Authorized Representative

**ENDORSEMENT NO:**

**This endorsement, effective 12:01 am,**

**forms part**

**of policy number**

**issued to:**

**by:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PROFESSIONAL ERRORS AND OMISSIONS EXCLUSION**

This endorsement modifies insurance provided under the following:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

Section **V. EXCLUSIONS, (C) BROAD FORM EXCLUSIONS WITH EXCEPTIONS** is amended by the addition of the following:

- any **Claim**, for, based upon, arising from, or in any way related to **Directors** and/or **Officers** and/or the **Entity** engaging in business as, undertaking any activities in the capacity of, giving advice in connection with or rendering or failing to render professional services as any of the following: [only those items signified with an "X" shall be considered as part of this Endorsement]
  - (1) Advertisers, including, but not limited to, the creation, development, implementation, sale or termination of advertising materials or any campaign.
  - (2) Architects and/or Engineers, including, but not limited to, the formulation of designs and specifications; the preparation of drawings, plans or blueprints; the expression of an opinion on the feasibility of any aspect of a project; or the supervision of construction, manufacture or assembly.
  - (3) Broadcasters, including, but not limited to, broadcasting, publishing, telecasting, advertising, re-broadcasting or re-televising.
  - (4) Counselors, including, but not limited to, giving advice, especially as a result of a consultation, about any person's health, whether physical, mental or spiritual.
  - (5) Data Processors and/or Programmers, including, but not limited to, the compilation or development of any data, programs or records of others.
  - (6) Educators, including, but not limited to, educational instruction; offering of career guidance; administration of discipline or corporal punishment; student consumerism, including class content and grading practices; expulsion procedures, admittance procedures, including student enrollment or participation in any extracurricular program; or busing and/or other transportation practices of students to or from schools or extracurricular events in connection with a program or plan of integration or desegregation.

- (7) Insurance Agents or Brokers, including, but not limited to, the negotiation of insurance contracts; the collection or remittance of premiums; the rendering of advice concerning limits of liability, deductibles, terms, conditions, applications of exclusions, scope of coverage, or types of coverages or forms to be carried; the rendering of loss control services; the handling of any claim or notice of circumstances which may give rise to a claim or any obligation arising out of or under any insurance contract.
- (8) Insurers, including, but not limited to, the actual or alleged refusal to renew or cancellation of any policy of insurance, reinsurance, bonds or indemnity, including, but not limited to annuities, endorsements, pension contracts, risk management or self-insurance programs, pools, or similar programs (hereinafter collectively referred to as "Insurance Contract"); any actual or alleged failure or refusal to pay, or delay in the payment of benefits due or alleged to have been due under any Insurance Contract; or any actual or alleged lack of good faith or fair dealing in the handling of any claim or obligation arising out of or under any Insurance Contract.
- (9) Investment Advisors (as defined in the Investment Advisors Act of 1940) and/or Brokers and/or Dealers (as those terms are defined in the Securities Exchange Act of 1934), including, but not limited to, giving financial, economic or investment advice and/or investment management services concerning corporate mergers, acquisitions, restructurings, or divestitures; investment banking, underwriting of securities, broker-dealer or syndication activities; or purchasing or selling securities for which the **Entity** receives a selling commission, other remuneration, or has an equity interest in the issuer of said securities. Additionally, the Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim** for, based upon, arising from, or in any way related to fees or other amounts charged for the **Entity** and/or the **Directors'** and/or **Officers'** services.
- (10) Investment Managers, including, but not limited to, the appointment of Advisors and/or Administrators; the execution, whether directly or through authority given to Investment Advisors and/or Administrators, of any direction to purchase or sell or otherwise acquire or dispose of any investment vehicle; the delivery of any stipulated or suggested rate of return or profit or interest or return of invested principal or any other measure of investment performance; or the reporting of investment results. Additionally, the Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim** for, based upon, arising from, or in any way related to fees or other amounts charged for the **Entity** and/or the **Directors'** and/or **Officers'** services.
- (11) Management Consultants, including, but not limited to, giving advice or services in the management of another's business or operation.
- (12) Mortgage Bankers or Mortgage Brokers, including, but not limited to, loan origination, loan processing, loan marketing, construction lending, loan closing, loan warehousing, loan accounting, loan servicing, and the purchase or sale of loans or mortgage-backed securities.
- (13) Printers/Publishers, including, but not limited to, composing, revising, preparing for publication, editing, proof reading, designing, arranging of style and appearance, typesetting, printing, engraving, issuing or circulating of any printed matter.
- (14) Travel Agents, including, but not limited to, the sales and/or servicing of travel accommodations.

This exclusion shall not apply to any **Claim** brought or maintained by or on behalf of a security holder(s) of the **Entity** other than a **Director** and/or **Officer**, whether directly or derivatively,

where such **Claim** is based on the failure of a **Director** and/or **Officer** to properly supervise or manage such professional services, or based on any improper disclosure or nondisclosure of material information relating to such professional services.

All other terms and conditions remain unchanged.

---

Authorized Representative

**ENDORSEMENT NO:**

**This endorsement, effective 12:01 am,**

**forms part**

**of policy number**

**issued to:**

**by:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PARTNERSHIP AND JOINT VENTURE EXCLUSION**

This endorsement modifies insurance provided under the following:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

Section **V. EXCLUSIONS, (B) BROAD FORM EXCLUSIONS** is amended by the addition of the following:

- any **Claim**, for, based upon, arising from, or in any way related to:
  - (a) the **Entity** and/or the **Directors** and/or **Officers** acting as a general partner or partnership manager of any partnership, a joint venture manager of any joint venture, or any equivalent position with any partnership or joint venture; or
  - (b) any offering memorandum, partnership agreement, joint venture agreement, registration statement or prospectus for any partnership or joint venture; or
  - (c) the control, maintenance, performance, operation, and/or ownership of any partnership or joint venture.

All other terms and conditions remain unchanged.

---

Authorized Representative

**ENDORSEMENT NO:**

**This endorsement, effective 12:01 am,**

**forms part**

**of policy number**

**issued to:**

**by:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**FRANCHISE EXCLUSION**

This endorsement modifies insurance provided under the following:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

Section V. **EXCLUSIONS, (B) BROAD FORM EXCLUSIONS** is amended by the addition of the following:

- any **Claim**, for, based upon, arising from, or in any way related to any act, error or omission of any franchisee of the **Entity**; or brought or maintained by or on behalf of any franchisee of the **Entity** in any capacity.

All other terms and conditions remain unchanged.

---

Authorized Representative

**ENDORSEMENT NO:**

**This endorsement, effective 12:01 am,**

**forms part**

**of policy number**

**issued to:**

**by:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SUBSIDIARY EXCLUSION**

This endorsement modifies insurance provided under the following:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

Section V. **EXCLUSIONS, (B) BROAD FORM EXCLUSIONS** is amended by the addition of the following:

- any **Claim**, brought or maintained by or on behalf of \_\_\_\_\_ and/or any of its directors and/or officers, employees, present or former, security holders, or class of security holders; or.
- any **Claim**, for, based upon, arising from, or in any way related to the performance, ownership, control, management, maintenance and/or operations of the entity or entities listed above.

All other terms and conditions remain unchanged.

---

Authorized Representative

**ENDORSEMENT NO:**

**This endorsement, effective 12:01 am,**

**forms part**

**of policy number**

**issued to:**

**by:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**MEDICAL MALPRACTICE EXCLUSION**

This endorsement modifies insurance provided under the following:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

Section V. **EXCLUSIONS, (B) BROAD FORM EXCLUSIONS** is amended by the addition of the following:

- any **Claim**, for, based upon, arising from, or in any way related to the rendering of or failure to render any medical, nursing, or counseling service by or on behalf of the **Entity** and/or the **Directors** and/or **Officers**. Such service includes, but is not limited to, the diagnosis and treatment (whether surgical or otherwise) of any patient for any condition, whether physical or emotional.

All other terms and conditions remain unchanged.

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Authorized Representative

**ENDORSEMENT NO:**

**This endorsement, effective 12:01 am,**

**forms part**

**of policy number**

**issued to:**

**by:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CLASSIFIED LOAN EXCLUSION**

This endorsement modifies insurance provided under the following:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

Section **V. EXCLUSIONS, (B) BROAD FORM EXCLUSIONS** is amended by the addition of the following:

- any **Claim**, for, based upon, arising from, or in any way related to any loan or extension of credit granted or participated in by the **Entity** which, at the time such **Claim** is made, has been charged off by the **Entity** as loss or classified as substandard, doubtful or loss by any governing regulatory authority.

All other terms and conditions remain unchanged.

---

Authorized Representative

**ENDORSEMENT NO:**

**This endorsement, effective 12:01 am,**

**forms part**

**of policy number**

**issued to:**

**by:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**INSIDER LOANS EXCLUSION**

This endorsement modifies insurance provided under the following:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

Section **V. EXCLUSIONS, (B) BROAD FORM EXCLUSIONS** is amended by the addition of the following:

- any **Claim**, for, based upon, arising from, or in any way related to any loan or extension of credit granted or participated in by the **Entity** to any **Director** and/or **Officer** or any organization in which any **Director** and/or **Officer** owns \_\_\_% or more of the outstanding securities or voting rights representing the present right to vote for election of directors or equivalent position.

All other terms and conditions remain unchanged.

---

Authorized Representative

**ENDORSEMENT NO:**

**This endorsement, effective 12:01 am,**

**forms part**

**of policy number**

**issued to:**

**by:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**FINANCIAL INSOLVENCY EXCLUSION**

This endorsement modifies insurance provided under the following:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

Section **V. EXCLUSIONS, (B) BROAD FORM EXCLUSIONS** is amended by the addition of the following:

- any **Claim**, for, based upon, arising from, or in any way related to the **Financial Insolvency** of the **Entity**.

All other terms and conditions remain unchanged.

---

Authorized Representative

**ENDORSEMENT NO:**

**This endorsement, effective 12:01 am,**

**forms part**

**of policy number**

**issued to:**

**by:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**INSURANCE REGULATORY EXCLUSION**

This endorsement modifies insurance provided under the following:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

Section **V. EXCLUSIONS, (B) BROAD FORM EXCLUSIONS** is amended by the addition of the following:

- any **Claim** for, based upon, arising from, or in any way related to any action, litigation, claim, demand, arbitration or legal or quasi-legal proceeding brought or maintained in any capacity by or on behalf of any federal or state insurance department, insurance commissioner, insurance regulatory agency, or similar insurance supervisory or regulatory authority.

All other terms and conditions remain unchanged.

---

Authorized Representative

**ENDORSEMENT NO:**

**This endorsement, effective 12:01 am,**

**forms part**

**of policy number**

**issued to:**

**by:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIOR CHARGE OFF EXCLUSION**

This endorsement modifies insurance provided under the following:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

Section **V. EXCLUSIONS, (B) BROAD FORM EXCLUSIONS** is amended by the addition of the following:

- any **Claim**, for, based upon, arising from, or in any way related to any loan or extension of credit granted or participated in by the Entity which, prior to [insert date], has been, in whole or in part, charged off by the **Entity** as a loss, including, but not limited to, any restructured loan.

All other terms and conditions remain unchanged.

---

Authorized Representative

**ENDORSEMENT NO:**

**This endorsement, effective 12:01 am,**

**forms part**

**of policy number**

**issued to:**

**by:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**REGULATORY EXCLUSION**

This endorsement modifies insurance provided under the following:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

Section **V. EXCLUSIONS, (B) BROAD FORM EXCLUSIONS** is amended by the addition of the following:

- any **Claim**, brought or maintained in any capacity by or on behalf of the Resolution Trust Corporation, Office of Thrift Supervision, Federal Deposit Insurance Corporation, Comptroller of the Currency or similar federal or state supervisory or regulatory authority or any director, commissioner or similar administrator thereof (collectively referred to herein as "Agencies"), regardless of whether such Agencies are acting in the capacity of a depository insurance organization, regulatory agency, receiver, conservator or liquidator of any institution or otherwise, and further without regard to whether such **Claim** is brought in the name of such Agencies, by or on behalf of such Agencies in the name of the **Entity**, another entity or individual, or otherwise.

All other terms and conditions remain unchanged.

---

Authorized Representative

**ENDORSEMENT NO:**

**This endorsement, effective 12:01 am,**

**forms part**

**of policy number**

**issued to:**

**by:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIRD PARTY INSOLVENCY EXCLUSION**

This endorsement modifies insurance provided under the following:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

Section **V. EXCLUSIONS, (B) BROAD FORM EXCLUSIONS** is amended by the addition of the following:

- any **Claim**, for, based upon, arising from, or in any way related to the suspension of payments by, or bankruptcy or insolvency of any bank, savings and loan, commodities broker or dealer, or other financial services organization or financial institution.

All other terms and conditions remain unchanged.

---

Authorized Representative

**ENDORSEMENT NO:**

**This endorsement, effective 12:01 am,**

**forms part**

**of policy number**

**issued to:**

**by:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.**

**PRIOR OR PENDING LITIGATION EXCLUSION (SPLIT LAYERS)**

This endorsement modifies insurance provided under the following:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

- I. With respect to the first \$\_\_\_\_\_ of the Limit of Liability, ITEM F of the Declarations page, PRIOR LITIGATION DATE, is deleted and replaced by the following:

Insuring Agreements A, B and D:  
Insuring Agreement C:

- II. With respect to the second layer of the Limit of Liability \$\_\_\_\_\_ excess of \$\_\_\_\_\_, ITEM F of the Declarations page, PRIOR LITIGATION DATE, is:

Insuring Agreements A, B and D:  
Insuring Agreement C:

- III. With respect to the third layer of the Limit of Liability \$ \_\_\_\_\_ excess of \$ \_\_\_\_\_, ITEM F of the Declarations page, PRIOR LITIGATION DATE, is:

Insuring Agreements A, B and D:  
Insuring Agreement C:

- IV. With respect to the fourth layer of the Limit of Liability \$ \_\_\_\_\_ excess of \$ \_\_\_\_\_, ITEM F of the Declarations page, PRIOR LITIGATION DATE, is:

Insuring Agreements A, B and D:  
Insuring Agreement C:

All other terms and conditions remain unchanged.

---

Authorized Representative

**ENDORSEMENT NO:**

**This endorsement, effective 12:01 am,**

**forms part**

**of policy number**

**issued to:**

**by:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ABSOLUTE TIE IN LIMITS ENDORSEMENT**

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

Section **XIII. GENERAL CONDITIONS** is amended by the addition of the following:

Notwithstanding the provisions of this Policy and Policy No. \_\_\_\_\_ issued by the Insurer to \_\_\_\_\_ (or any policy which may replace it or succeed it in time), the Insurer's maximum aggregate liability under both this Policy and such other policy, combined, with respect to all **Claims** first made during the **Policy Period**, whether covered in whole or in part under this Policy, such other policy, or both, shall be \$ [insert the larger retention amount for the two policies]. This endorsement creates a sublimit which further limits and does not increase the Insurer's maximum liability under this Policy or such other policy.

All other terms and conditions remain unchanged.

---

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**OUTSIDE FOR-PROFIT POSITION EXTENSION - TRIPLE EXCESS**

This endorsement modifies insurance provided under:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

- I. Section II. DEFINITIONS, (Y) "**Outside Capacity**", includes the position of director, officer, trustee, or other equivalent executive position held by an **Insured Person** in the following entities if service in such position is with the knowledge and consent or at the request of the **Entity**:
- II. The first paragraph of Section II. DEFINITIONS, (D), OUTSIDE POSITION LIABILITY EXTENSION, is deleted and replaced by the following, but only with respect to **Outside Capacity** in the entities listed above:

Subject to the terms and conditions of this Policy, Insuring Agreement A of this Policy covers any **Director** or **Officer** serving in an **Outside Capacity**, but such coverage:

- (i) shall be specifically excess of any indemnity and insurance available from or provided by the **Entity** or the entity in which the **Director** or **Officer** serves in such **Outside Capacity**, and
- (ii) shall not apply if the **Entity** is permitted or required by law to ultimately indemnify such **Director** or **Officer** or to advance **Defense Costs** on his or her behalf and does not in fact do so other than for reasons of **Financial Insolvency**.

All other terms and conditions of remain unchanged.

---

Authorized Representative

**ENDORSEMENT NO:**

**This endorsement, effective 12:01 am,**

**forms part**

**of policy number**

**issued to:**

**by:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**COMMON CLAIM TIE-IN LIMITS WITH RETENTION ENDORSEMENT**

This endorsement modifies insurance provided under:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

Section **XIII. GENERAL CONDITIONS** is amended by the addition of the following:

Notwithstanding the provisions of this Policy and Policy No. \_\_\_\_\_ issued by the Insurer to \_\_\_\_\_ (or any policy which may replace it or succeed it in time), the Insurer's maximum aggregate liability under both this Policy and such other policy, combined, with respect to any **Claim(s)** that include(s) allegations of the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be \$(insert the larger limit of the two policies). This endorsement creates a sublimit which further limits and does not increase the Insurer's maximum liability under this Policy or such other policy.

The maximum Retention under this Policy and such other policy, combined, with respect to any such **Claim** or series of related **Claims** shall be \$(insert the larger retention amount for the two policies).

The allocation of covered **Loss** between this Policy and such other policy with respect to any such **Claim** or series of related **Claims** shall be made at the discretion of the Insurer.

All other terms and conditions remain unchanged.

---

Authorized Representative

**ENDORSEMENT NO:**

**This endorsement, effective 12:01 am,**

**forms part**

**of policy number**

**issued to:**

**by:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SECURITIES CLAIMS SUB-RETENTION ENDORSEMENT**

This endorsement modifies insurance provided under:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

Solely with respect to **Securities Claims**, the Retention amounts set forth in Item D. Retention, of the Declarations for Insuring Agreements A and B are amended to read as follows:

**INSURING AGREEMENT (A):**

\$\_\_\_ each **Insured Person**, each **Claim**, including **Defense Costs**, but in no event exceeding

\$\_\_\_ in the aggregate each **Claim**, including **Defense Costs**, with respect to Non-Indemnifiable Directors and Officers Liability.

**INSURING AGREEMENT (B):**

\$\_\_\_ in the aggregate each **Claim**, including **Defense Costs**, with respect to Indemnifiable Directors and Officers Liability.

The above Retention amounts shall apply solely with regard to **Securities Claims** and shall not apply in addition to the Retention amounts otherwise set forth in ITEM D of the Declarations and shall not increase the Limit of Liability provided in Item C of the Declarations.

All other terms and conditions remain unchanged.

---

Authorized Representative

**ENDORSEMENT NO:**

**This endorsement, effective 12:01 am,**

**forms part**

**of policy number**

**issued to:**

**by:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**OUTSIDE FOR-PROFIT POSITION EXTENSION - DOUBLE EXCESS**

This endorsement modifies insurance provided under:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

Section **II. DEFINITIONS, (Y) "Outside Capacity"**, includes the position of director, officer, trustee, or equivalent executive position held by an **Insured Person** in the following entities if service in such position is with the knowledge and consent or at the request of the **Entity**:

Director and/or Officer

Outside Organization(s)

Capacity(ies)

All other terms and conditions remain unchanged.

---

Authorized Representative

**ENDORSEMENT NO:**

**This endorsement, effective 12:01 am,**

**forms part**

**of policy number**

**issued to:**

**by:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXTEND POLICY PERIOD**

This endorsement modifies insurance provided under:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

In consideration of an additional premium of \$\_\_\_\_\_, it is agreed that:

I. ITEM B. **Policy Period**, of the Declarations is amended to read:

ITEM B. **Policy Period**:

From 12:01 A.M. on

To 12:01 A.M. on\_\_\_\_\_

(at the address shown in ITEM A of the Declarations)

II. The Limit of Liability as set forth in ITEM C of the Declarations shall be the Limit of Liability for the entire **Policy Period** as set forth above and is not reinstated as a result of this Endorsement.

All other terms and conditions remain unchanged.

---

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **IRA EXTENSION**

This endorsement modifies insurance provided under the following:

#### **THE HARTFORD D&O DEFENDER DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

- I. Section **XI. COVERAGE EXTENSIONS**, is amended by the addition of the following:
  - The Insurer will pay **Loss** on behalf of the **Insureds Persons** which the **Insured Persons** have become legally obligated to pay as a result of a **Claim** first made during the **Policy Period** or **Extended Reporting Period**, if applicable, against the **Insured Persons** for an **IRA Wrongful Act** which takes place during or prior to the **Policy Period**.
- II. Solely with respect to the extension of coverage afforded by this Endorsement, Section **II. DEFINITIONS**, is amended as follows:
  - "**Insureds**" means any **Directors** and **Officers** as defined in Section II. DEFINITIONS, (H), the **Entity** as defined in Section II. DEFINITIONS, (M) and all regular salaried or part-time employees of the **Entity**.
  - "**IRA Wrongful Act**" means any actual or alleged error or misstatement or misleading statement or act or omission or neglect or breach of duty by the **Insureds** in their administration of Individual Retirement Accounts (IRA's) and/or HR-10 Plans (Keogh Plans).
- III. Solely with respect to the extension of coverage afforded by this Endorsement, the term "**Directors**" and/or "**Officers**" wherever it appears in this Policy is deleted and replaced with the term "**Insureds**".
- IV. Solely with respect to the extension of coverage afforded by this Endorsement, ITEM D of the Declarations of this Policy is amended to read as follows:

**RETENTION:** \$\_\_\_\_\_ each **Claim**, including **Defense Costs**.
- V. The extension of coverage afforded by this Endorsement shall in no way serve to increase the Insurer's maximum aggregate LIMIT OF LIABILITY as shown under ITEM C of the Declarations.

All other terms and conditions remain unchanged.

---

Authorized Representative

**ENDORSEMENT NO:**

**This endorsement, effective 12:01 am,**

**forms part**

**of policy number**

**issued to:**

**by:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**REGULATORY COVERAGE ENDORSEMENT (SUBLIMIT)**

This endorsement modifies insurance provided under:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

As respects to any **Claim(s)** brought or maintained by or on behalf of the Resolution Trust Corporation, Office of Thrift Supervision, Federal Deposit Insurance Corporation, Comptroller of the Currency, or similar federal or state supervisory or regulatory authority or any director, commissioner or similar administrator thereof (collectively referred to herein as "Agencies"), regardless of whether such Agencies are acting in the capacity of a depository insurance organization, regulatory agency, receiver, conservator or liquidator of any institution or otherwise, and further without regard to whether such **Claim** is brought in the name of such Agencies, by or on behalf of such Agencies in the name of the **Entity**, another entity or individual, or otherwise, ITEM C. of the DECLARATIONS is amended to read as follows:

LIMIT OF LIABILITY \$ \_\_\_\_\_ in the aggregate each **Policy Period**, including **Defense Costs**.

This endorsement creates a sublimit which further limits and does not increase the Insurer's maximum liability under this Policy.

All other terms and conditions remain unchanged.

---

Authorized Representative

**ENDORSEMENT NO:**

**This endorsement, effective 12:01 am,**

**forms part**

**of policy number**

**issued to:**

**by:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**REGULATORY COVERAGE ENDORSEMENT (SUCCESSFUL DEFENSE)**

This endorsement modifies insurance provided under:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

The Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim** made against the **Directors** and **Officers** or, with respect to Insuring Agreement C, the **Entity** brought or maintained by or on behalf of the Resolution Trust Corporation, Office of Thrift Supervision, Federal Deposit Insurance Corporation, the Comptroller of the Currency, or similar federal or state supervisory or regulatory authority or any director, commissioner or similar administrator thereof (collectively referred to herein as "Agencies"), regardless of whether such Agencies are acting in the capacity of a depository insurance organization, regulatory agency, receiver, conservator or liquidator of any institution or otherwise, and further without regard to whether such **Claim** is brought in the name of such Agencies, by or on behalf of such Agencies in the name of the **Entity**, another entity or individual, or otherwise.

In the event, however, of a judgment or other final adjudication establishing no liability on the part of any **Insureds** for any **Claim(s)** which would otherwise be excluded by the terms of this Endorsement, the Insurer hereby agrees that the **Defense Costs** with regard to any such **Claim(s)** shall not be excluded from coverage by reason of this Endorsement, provided any coverage afforded for such **Defense Costs** shall be subject to a \$\_\_\_\_\_ Limit of Liability (excess of the amount of the applicable RETENTION shown in ITEM D of the Declarations), provided always that such Limit of Liability shall be part of and not in addition to the LIMIT OF LIABILITY provided for in ITEM C of the Declarations.

All other terms and conditions remain unchanged.

---

Authorized Representative

**ENDORSEMENT NO:**

**This endorsement, effective 12:01 am,**

**forms part**

**of policy number**

**issued to:**

**by:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PARTNERSHIP ENDORSEMENT**

This endorsement modifies insurance provided under:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

Section II. **DEFINITIONS, (M) "Entity"** is amended to include the partnership(s) scheduled below:

Partnership(s)

General Partner(s)

Section II. **DEFINITIONS, (H) "Directors"** and/or **"Officers"** is amended to include the **General Partner(s)** listed above.

Section II. **DEFINITIONS**, is amended by the addition of the following:

- **"General Partner(s)"** means the general partner(s), manager(s), member(s) of the management committee and equivalent executive(s) of the partnership(s) scheduled above with respect to their respective partnership. It also includes the directors and officers of any corporate **General Partner(s)** scheduled above while acting on behalf of the corporate **General Partner** but only as respects the corporate **General Partner** acting in its fiduciary capacity as a general partner of its respective partnership scheduled above.

Solely with respect to the extension of coverage afforded by this Endorsement, subparagraph (2) of the definition of **"Wrongful Act"** in Section II. (HH) is deleted.

The Insuring Agreement B Retention set forth in Item D of the Declarations shall apply to any coverage for a corporate **General Partner** under Insuring Agreement (A) of this Policy.

All other terms and conditions remain unchanged.

---

Authorized Representative

**ENDORSEMENT NO:**

**This endorsement, effective 12:01 am,**

**forms part**

**of policy number**

**issued to:**

**by:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMEND COVERAGE TO INCLUDE ADDITIONAL COMPANY**

This endorsement modifies insurance provided under:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

Section II. **DEFINITIONS, (M) "Entity"**, is amended to include \_\_\_\_\_.

All other terms and conditions remain unchanged.

\_\_\_\_\_  
Authorized Representative

**ENDORSEMENT NO:**

**This endorsement, effective 12:01 am,**

**forms part**

**of policy number**

**issued to:**

**by:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMEND DEFINITION OF DIRECTOR(S) AND/OR OFFICER(S) - INDIVIDUALS**

This endorsement modifies insurance provided under:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

The definition of **Director(s)** and/or **Officer(s)** under Section **II. DEFINITIONS, (H)** is amended to include the following individual(s):

All other terms and conditions remain unchanged.

---

Authorized Representative

**ENDORSEMENT NO:**

**This endorsement, effective 12:01 am,**

**forms part**

**of policy number**

**issued to:**

**by:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMEND DEFINITION OF DIRECTOR(S) AND/OR OFFICER(S) - POSITIONS**

This endorsement modifies insurance provided under:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

The definition of **Director(s)** and/or **Officer(s)** under Section **II. DEFINITIONS, (H)** is amended to include the following positions:

All other terms and conditions remain unchanged.

---

Authorized Representative

**ENDORSEMENT NO:**

**This endorsement, effective 12:01 am,**

**forms part**

**of policy number**

**issued to:**

**by:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**FAMILY EXCLUSION**

This endorsement modifies insurance provided under:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

Section **V. EXCLUSIONS, (B) BROAD FORM EXCLUSIONS**, is amended by the addition of the following:

- any **Claim** brought or maintained by or on behalf of any member of "The \_\_\_\_\_ Family," including, but not limited to, any **Claim** brought as a security holder(s) class or derivative action by or on behalf of any member of "The \_\_\_\_\_ Family."

As used in this endorsement, the term "The \_\_\_\_\_ Family" means the estates, beneficiaries, heirs, legal representatives, assigns or relatives (whether related by consanguinity or affinity) of \_\_\_\_\_.

All other terms and conditions remain unchanged.

---

Authorized Representative

**ENDORSEMENT NO:**

**This endorsement, effective 12:01 am,**

**forms part**

**of policy number**

**issued to:**

**by:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**FULLY-EARNED PREMIUM**

This endorsement modifies insurance provided under:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

Section **XIII. GENERAL CONDITIONS**, is amended by the addition of the following:

- **FULLY-EARNED PREMIUM**

Notwithstanding the cancellation provision of this Policy, the entire premium for this Policy shall be deemed fully earned upon the making of a **Claim** or **Derivative Demand** against an **Insured** or the Insurer's receipt of notice of a potential **Claim** as described in Section IV. NOTICES TO THE INSURER AND THE INSURED, INCLUDING NOTICE OF CLAIM OR POTENTIAL CLAIM.

All other terms and conditions remain unchanged.

---

Authorized Representative

**ENDORSEMENT NO:**

**This endorsement, effective 12:01 am,**

**forms part**

**of policy number**

**issued to:**

**by:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**GENERAL PARTNER/PARTNERSHIP MANAGER/  
JOINT VENTURE MANAGER EXCLUSION**

This endorsement modifies insurance provided under the following:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

Section **V. EXCLUSIONS, (B) BROAD FORM EXCLUSIONS** is amended by the addition of the following:

- where all or part of such **Claim** is, directly or indirectly, based on, attributable to, arising out of, resulting from, or in any manner relating to the **Entity's** and/or its **Director's** and/or **Officer's** acting as a general partner of any limited partnership and/or partnership manager of any general partnership and/or joint venture manager of any joint venture.

All other terms and conditions remain unchanged.

---

Authorized Representative

**ENDORSEMENT NO:**

**This endorsement, effective 12:01 am,**

**forms part**

**of policy number**

**issued to:**

**by:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**INITIAL PUBLIC EQUITY OFFERING EXCLUSION**

This endorsement modifies insurance provided under:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

Section **V. EXCLUSIONS**, is amended by the addition of the following:

- where all or part of such **Claim** is, directly or indirectly, based on, attributable to, arising out of, resulting from or in any manner relating to the initial public offering of the **Entity's** common or preferred stock (including any associated warrants or options) and/or any registration statement or prospectus related thereto.

However, in consideration of the payment of any additional premium (to be determined) and based upon the Insurer's receipt, review and underwriting acceptance of the appropriate prospectus and any other pertinent information required by the Insurer, this exclusion may be modified or deleted at a later date by negotiation between the Insurer and the **Named Entity**.

All other terms and conditions remain unchanged.

---

Authorized Representative

**ENDORSEMENT NO:**

**This endorsement, effective 12:01 am,**

**forms part**

**of policy number**

**issued to:**

**by:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**KNOWN WRONGFUL ACTS EXCLUSION**

This endorsement modifies insurance provided under:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

Section **V. EXCLUSIONS**, is amended by the addition of the following:

- where all or part of such **Claim** is, directly or indirectly, based upon, attributable to, arising out of, resulting from or in any manner relating to any actual or alleged **Wrongful Act** which anyone for whom insurance is intended knew or could have reasonably foreseen either at or prior to \_\_\_\_\_ might give rise to a **Claim** or lawsuit being made or filed against any **Insured(s)**.

All other terms and conditions remain unchanged.

---

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

Additional Premium:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**RUN-OFF COVERAGE**

This endorsement modifies insurance provided under:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

I. Declarations ITEM B is deleted and replaced by:

**ITEM B. Policy Period:**

From 12:01 a.m. on \_\_\_\_\_

To 12:01 a.m. on \_\_\_\_\_

II. Section I. **INSURING AGREEMENTS (A), (B) and (C)** are amended to delete the phrase "**Wrongful Act** which takes place during or prior to the **Policy Period**" and replace same with "**Wrongful Act** which takes place prior to \_\_\_\_\_."

III. Section XIII. **GENERAL CONDITIONS, (B) EXTENDED REPORTING PERIOD** is deleted.

IV. Section V. **EXCLUSIONS** is amended by the addition of the following:

- for, based upon, arising from, or in any way related to any **Wrongful Act** occurring on or after \_\_\_\_\_.

V. Section IV. **NOTICES TO THE INSURER AND THE INSURED, INCLUDING NOTICE OF CLAIM OR POTENTIAL CLAIM, (B) Notice of Potential Claim to the Insurer** is deleted.

VI. Section XIII. **GENERAL CONDITIONS (A) CANCELLATION** is deleted and replaced by the following:

**(A) CANCELLATION**

The Insurer may cancel this Policy only for non-payment of premium by sending not less than (10) days notice to the **Parent Company** at its last known address. The **Parent Company** may not cancel this Policy.

VII. Section **XIII. GENERAL CONDITIONS** is amended by the addition of the following:

- **FULLY-EARNED PREMIUM**

The entire premium for this Policy shall be deemed fully earned as of the Policy inception date.

All other terms and conditions remain unchanged.

---

Authorized Representative

**ENDORSEMENT NO:**

**This endorsement, effective 12:01 am,**

**forms part**

**of policy number**

**issued to:**

**by:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SPECIFIC INDIVIDUAL EXCLUSION**

This endorsement modifies insurance provided under:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

Section **V. EXCLUSIONS**, is amended by the addition of the following:

- which, in whole or in part, is brought or maintained by or on behalf of any of the following individuals, including his/her estate, any beneficiary of his/her estate, or assignee, trustee or receiver thereof:

All other terms and conditions remain unchanged.

---

Authorized Representative

**ENDORSEMENT NO:**

**This endorsement, effective 12:01 am,**

**forms part**

**of policy number**

**issued to:**

**by:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SPECIFIC ORGANIZATION EXCLUSION**

This endorsement modifies insurance provided under the following:

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY**

Section **V. EXCLUSIONS**, is amended by the addition of the following:

- brought or maintained by or on behalf of, or in the name of, any of the following organizations, including, but not limited to, any subsidiary, trustee, receiver, assignee, director, officer, security holder, shareholder, or beneficiary thereof:

All other terms and conditions remain unchanged.

---

Authorized Representative

*SERFF Tracking Number:*     *HART-125648216*                             *State:*                             *Arkansas*  
*Filing Company:*             *Twin City Fire Insurance Company*             *State Tracking Number:*     *EFT \$50*  
*Company Tracking Number:*   *FN.13HS.701.2008.01*  
*TOI:*                             *17.0 Other Liability - Claims Made/Occurrence*   *Sub-TOI:*                             *17.0006 Directors & Officers Liability*  
*Product Name:*                *THE HARTFORD D&O DEFENDER - DIRECTORS, OFFICERS AND ENTITY LIABILITY PROGRAM*  
*Project Name/Number:*        *THE HARTFORD D&O DEFENDER - DIRECTORS, OFFICERS AND ENTITY LIABILITY PROGRAM /FN.13HS.701.2008.01*

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: HART-125648216 State: Arkansas  
Filing Company: Twin City Fire Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: FN.13HS.701.2008.01  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability  
Product Name: THE HARTFORD D&O DEFENDER - DIRECTORS, OFFICERS AND ENTITY LIABILITY PROGRAM  
Project Name/Number: THE HARTFORD D&O DEFENDER - DIRECTORS, OFFICERS AND ENTITY LIABILITY PROGRAM /FN.13HS.701.2008.01

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty **Review Status:** Withdrawn 05/23/2008

**Comments:**

**Attachments:**

AR PC-TD-1.pdf  
AR PC-FFS-1.pdf

**Satisfied -Name:** EXPLANATORY MEMORANDUM **Review Status:** Withdrawn 05/23/2008

**Comments:**

**Attachment:**

Forms Explanatory-2000-AR-IL-MI-MN-NV-NJ-WY.pdf

**Satisfied -Name:** FORMS LIST **Review Status:** Withdrawn 05/23/2008

**Comments:**

**Attachment:**

AR Forms List.pdf

## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>
---

<b>2. Insurance Department Use only</b>	
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	

<b>3. Group Name</b>	<b>Group NAIC #</b>
Hartford Financial Services Group	00914

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Twin City Fire Ins.Co.	Indiana	00914-29459	06-0732738	

<b>5. Company Tracking Number</b>	FN.13HS.708.2008.01
-----------------------------------	---------------------

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

6. Name and address	Title	Telephone #s	FAX #	e-mail
Elsie Rodriguez	Filing Analyst	860-547-2485	866-947-1747	elsie.rodriguez
Hartford Plaza, Hartford, CT 06115		860-547-	860-547-	@TheHartford.com
7. Signature of authorized filer		<i>Elsie Rodriguez</i>		
8. Please print name of authorized filer		Elsie Rodriguez		

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

9. Type of Insurance (TOI)	17. Other Liability
10. Sub-Type of Insurance (Sub-TOI)	17.0006
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	THE HARTFORD D&O DEFENDER PROGRAM
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 06/15/2008    Renewal:
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	05/15/08
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved



## 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.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	FN.13HS.701.2008.01			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	N/A			
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Declarations Page	DD 00 H002 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Policy	DD 00 H003 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	The D&O Defender Application Directors, Officers, and Entity Liability Insurance	DD 00 H008 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	The D&O Defender Application Directors, Officers, and Entity Liability Insurance (Financial Institutions/Financial Services)	DD 00 H009 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	The D&O Defender Application Directors, Officers, and Entity Liability Insurance (For Emerging Markets)	DD 00 H010 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Civil Monetary Penalties Coverage	DD 00 H011 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Prior Or Pending Litigation Exclusion (Limitation To D&O Claims Only)	DD 00 H012 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Company Authorization	DD 00 H013 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Amend Named Insured	DD 00 H014 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Failure to Maintain Insurance Exclusion	DD 00 H016 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

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3.	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Preset Allocation for Securities Claims Endorsement	DD 00 H017 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Amend Definition Of Executive Officer (Addition & Deletion of Positions)	DD 00 H018 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Directors, Officers And Company Wrongful Practices Exclusion	DD 00 H019 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Mutual Fund Wrongful Practices Exclusion	DD 00 H020 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Excluded Entity Endorsement	DD 00 H021 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Amend Consent and Cooperation Section	DD 00 H022 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	State Amendatory Inconsistency Endorsement	DD 00 H023 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Amend Definition Of Executive Officer	DD 00 H024 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Amend Consent and Cooperation Section to Permit Settlement by the Insured Within the Retention	DD 00 H025 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Prior Wrongful Acts Exclusion	DD 00 H026 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

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2.	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	N/A			
3.	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Major Shareholder Exclusion	DD 00 H027 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Medical Incident Exclusion	DD 00 H028 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Parent Exclusion	DD 00 H029 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Specific Litigation Exclusion	DD 00 H030 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	General Professional E&O Exclusion	DD 00 H031 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Related Party Exclusion	DD 00 H032 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Professional Errors And Omissions Exclusion	DD 00 H033 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Partnership And Joint Venture Exclusion	DD 00 H034 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Franchise Exclusion	DD 00 H035 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Subsidiary Exclusion	DD 00 H036 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

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3.	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Medical Malpractice Exclusion	DD 00 H037 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Classified Loan Exclusion	DD 00 H038 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Insider Loans Exclusion	DD 00 H039 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Financial Insolvency Exclusion	DD 00 H040 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Insurance Regulatory Exclusion	DD 00 H041 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Prior Charge Off Exclusion	DD 00 H042 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Regulatory Exclusion	DD 00 H043 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Third Party Insolvency Exclusion	DD 00 H044 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Prior Or Pending Litigation Exclusion (Split Layers)	DD 00 H045 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Absolute Tie In Limits Endorsement	DD 00 H046 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

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3.	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Outside For-Profit Position Extension - Triple Excess	DD 00 H047 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Common Claim Tie-In Limits With Retention Endorsement	DD 00 H048 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Securities Claims Sub-Retention Endorsement	DD 00 H049 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Outside For-Profit Position Extension - Double Excess	DD 00 H050 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Extend Policy Period	DD 00 H051 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	IRA Extension	DD 00 H053 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Regulatory Coverage Endorsement (Sublimit)	DD 00 H054 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Regulatory Coverage Endorsement (Successful Defense)	DD 00 H055 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Partnership Endorsement	DD 00 H056 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Amend Coverage To Include Additional Company	DD 00 H057 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

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01	Amend Definition Of Director(S) And/Or Officer(S) - Individuals	DD 00 H058 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Amend Definition Of Director(S) And/Or Officer(S) - Positions	DD 00 H059 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Family Exclusion	DD 00 H061 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Fully-Earned Premium	DD 00 H062 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	General Partner/Partnership Manager/Joint Venture Manager Exclusion	DD 00 H063 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Initial Public Equity Offering Exclusion	DD 00 H064 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Known Wrongful Acts Exclusion	DD 00 H065 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Run-Off Endorsement	DD 00 H066 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Specific Individual Exclusion	DD 00 H067 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Specific Organization Exclusion	DD 00 H068 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

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01	Important Policyholder Information - Arkansas	HR 03 H002 01 0705	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Arkansas Cancellation and Nonrenewal Endorsement	HR 03 H003 00 0605	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Arkansas Amendatory Endorsement	DD 03 H004 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Arkansas Acknowledgment - Defense Within Limits	DD 03 H006 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

**THE HARTFORD D&O DEFENDER  
DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE PROGRAM**

**FORMS EXPLANATORY MEMORANDUM**

**ARKANSAS, ILLINOIS, MICHIGAN, MINNESOTA, NEVADA, NEW JERSEY &  
WYOMING**

Attached for your review and approval is the new Hartford D&O Defender - Directors, Officers and Entity Liability Insurance Program (D&O Defender). The purpose of this filing is to replace the Directors, Officers and Company Liability Program, currently on file with your Department under filing no. FN.13HS.RNC.2000.01.

*Eligibility Requirements for (Public Companies)*

The D&O Defender is a comprehensive Directors, Officers and Entity Liability Policy. It's available to public companies that are not real estate investment trusts (REITS) who are members of the National Association of Real Estate Investment Trusts (NAREIT). These companies are offered D&O Liability Insurance via our Directors Officers and Company Liability Policy for Members of the National Association of Real Estate Investment Trusts, currently on file with your Department under filing no. FN.13HS.780.2005.01.

As compared to the Directors, Officers and Company Liability Policy previously filed, the D&O Defender Policy submitted under this filing will include, but is not limited to, the following coverage modifications:

- (1) Addition of a definition of "Damages". This definition reads like the old definition of "Loss" except that Damages do not include "Defense Costs" which are treated separately under the policy. This has utility favorable to the insured (most notably in the exclusion section and the allocation section of the policy – see (3) and (4) below).
- (2) Amended Definition of "Loss". Loss is now a short definition that reads as follows: "Loss means Defense Costs, Damages and Investigation Costs".
- (3) Exclusions (Section IV) have been separated into four distinct groupings: "Allocable Exclusions", "Exclusions with out exceptions", "Exclusions with specified exceptions", "Exclusions Applicable to Damages but not to Defense Costs". These grouping are intended to provide clarity as to the treatment of certain exclusions.
- (4) New Allocation Sections (Sections V and VI) deal with the advancement and allocation of Defense Costs separately from the allocation of Damages.

**Defense Costs Allocation**

Under the D&O Defender, the Insurer is entitled to an allocation of Defense Costs under one or more of the following scenarios:

- (a) The claim includes covered and non-covered persons or entities
- (b) A portion of the defense costs are subject to an "Allocable Exclusion"
- (c) A portion of the claim is subject to one or more specified exceptions to one or more "Exclusions with Specified Exceptions"

**Damages Allocation**

Under the D&O Defender, the Insurer is entitled to an allocation of Damages under one or more of the following scenarios:

- (a) The claim includes covered and non-covered persons or entities
- (b) A portion of the Damages are subject to an "Allocable Exclusion"

- (c) A portion of the claim is subject to one or more specified exceptions to one or more “Exclusions with Specified Exceptions”
  - (d) A portion of the Damages are subject to one or more “Exclusions Applicable to Damages but not to Defense Costs”
  - (e) A judgment or settlement contains covered Damages and amounts which are not considered Damages under the policy (e.g. Disgorgement, Restitution, Fines, Penalties, Taxes, Corporate Therapeutics, etc).
- (5) Definition of Claim (Definition B) together with a new Claims Made Date and Interrelationship of Claims Section of the Policy (Section III)
    - i. Improved Clarity re: the commencement date of a Claim
    - ii. Clarification that Insured Persons to be identified by name in a Claim that is an investigation
  - (6) Addition of Employment Practices Coverage for Directors & Officers
  - (7) Additional EPL-based exclusions to accompany the new coverage grant.
  - (8) Definition of Securities Claim (Definition DD) improved: No longer requirement that a claim be brought by a securities holder of the company
  - (9) “Outside Capacity Exclusion” now “Allocable”, and applicable only to Insured Persons (Exclusion (A) (3))
  - (10) Fraud & Personal Profit Exclusions classified as “Exclusions Applicable to Damages but not to Defense Costs”
  - (11) Subrogation (will not subrogate against an Insured Person)
  - (12) Improved Representations and Severability of the Application language (affirmative statement that the policy not rescindable)
  - (13) Table of Contents for ease of reference
  - (14) Deletion of Prior Notice of Claims Exclusion
  - (15) Derivative Demand Coverage (Insuring Agreement D)
  - (16) Employed Lawyers added to Definition of Insured Person (Definitions J and R)
  - (17) Extradition Costs added to Definition of Defense Costs (Definitions O and E)
  - (18) Improved Outside Directorship Liability extension now available for 501 (c) (3), (4), (10) (Definition Z)
  - (19) Whistleblowing clarification to Insured v Insured Exclusion [Definition GG; Exclusion (C) (2) (a)]
  - (20) Permission to fund the SIR with a SIDE A DIC policy (Section IX (A))
  - (21) Definition of Damages (Definition C) includes Section 11 and 12 clarification and new exclusionary language added for “non-monetary relief”, “16(b)” and EPL Wrongful Acts. Note that the 16(b) exclusion has been deleted from the exclusion section

Attached is a forms list that contains a description of the forms that will be used with the D&O Defender Policy (DD 00 H003).

The policy shall be executed on behalf of the company by a duly authorized person and the corporate name of the company shall be affixed to the policy.

All new business will be written under this new program; however, those insureds written under the currently filed program will be given the option to renew under the currently filed program for one final year. Subsequent renewal of such insureds will be on the newly filed program. If upon policy renewal, the insured chooses to switch to this new program, we will comply with the conditional renewal requirements, if applicable. Nothing stated herein shall be construed to limit or restrict our ability to nonrenew, cancel, or otherwise terminate any account, provided such nonrenewal, cancellation, or termination is in accordance with applicable state law.

The rate/rules are exempt from filing requirements.

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<b>Form No.</b>	<b>Title</b>	<b>Description</b>	<b>Mandatory or Optional</b>	<b>Restricts, Broadens or Clarifies</b>
HR 03 H002 01 0705	Important Policyholder Information - Arkansas	This form is required by state law.	M	N/A
HR 03 H003 00 0605	Arkansas Cancellation and Nonrenewal Endorsement	This form revises the policy to comply with state law.	M	N/A
DD 03 H004 00 0108	Arkansas Amendatory Endorsement	This form revises the policy to comply with state law.	M	N/A
DD 03 H006 00 0108	Arkansas Acknowledgment - Defense Within Limits	This form is required by state law.	M	N/A
DD 00 H002 00 0108	Declarations Page	Self explanatory.	M	C
DD 00 H003 00 0108	Policy	Provides Directors, Officers and Entity Liability Coverage.	M	C
DD 00 H008 00 0108	The D&O Defender Application - Directors, Officers, and Entity Liability Insurance	Self explanatory.	O	N/A
DD 00 H009 00 0108	The D&O Defender Application - Directors, Officers, and Entity Liability Insurance (Financial Institutions/Financial Services)	Self explanatory.	O	N/A
DD 00 H010 00 0108	The D&O Defender Application - Directors, Officers, and Entity Liability Insurance (For Emerging Markets)	Self explanatory.	O	N/A
DD 00 H011 00 0108	Civil Monetary Penalties Coverage	Amends Damages to include civil monetary penalties	O	B
DD 00 H012 00 0108	Prior Or Pending Litigation Exclusion (Limitation To D&O Claims Only)	Amend Prior Litigation Date to apply to D&O's only	O	B
DD 00 H013 00 0108	Company Authorization	Authorizes specified agent to act on behalf of all Insureds	O	N/A
DD 00 H014 00 0108	Amend Named Insured	Amends Named Insured	O	N/A
DD 00 H016 00 0108	Failure to Maintain Insurance Exclusion	Excludes claims arising out of failure to maintain insurance	O	R
DD 00 H017 00 0108	Preset Allocation for Securities Claims Endorsement	Allocates Claims Expenses and Losses of Securities Claims	O	C
DD 00 H018 00 0108	Amend Definition Of Executive Officer (Addition & Deletion of Positions)	Amends Definition of Executive Officer	O	C
DD 00 H019 00 0108	Directors, Officers and Company Wrongful Practices Exclusion	Excludes claims arising out of bid rigging, fictitious quotes or wrongful contingent commissions	O	R

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DD 00 H020 00 0108	Mutual Fund Wrongful Practices Exclusion	Excludes claims arising out of late trading, market timing, prohibited sales practices or selective disclosures	O	R
DD 00 H021 00 0108	Excluded Entity Endorsement	Excludes claims arising out of wrongful acts by excluded entity	O	R
DD 00 H022 00 0108	Amend Consent and Cooperation Section	Amends Consent and Cooperation to allow for settlement in a specified amount	O	C
DD 00 H023 00 0108	State Amendatory Inconsistency Endorsement	Clarifies that coverage applies for broader of policy or state amendatory endorsements	O	C
DD 00 H024 00 0108	Amend Definition Of Executive Officer	Amends Executive Officer to include specified individuals	O	C
DD 00 H025 00 0108	Amend Consent and Cooperation Section to Permit Settlement by the Insured Within the Retention	Amend Consent and Cooperation Section to Permit Settlement by the Insured Within the Retention	O	C
DD 00 H026 00 0108	Prior Wrongful Acts Exclusion	Excludes claims arising out of wrongful acts prior to specified date	O	R
DD 00 H027 00 0108	Major Shareholder Exclusion	Excludes claims by shareholders owning specified percentage of the Entity	O	R
DD 00 H028 00 0108	Medical Incident Exclusion	Excludes claims arising out of medical professional services	O	R
DD 00 H029 00 0108	Parent Exclusion	Excludes claims by or on behalf of specified parent company	O	R
DD 00 H030 00 0108	Specific Litigation Exclusion	Excludes claims arising out of specified litigation	O	R
DD 00 H031 00 0108	General Professional E&O Exclusion	Excludes claims arising out of failure to provide professional services	O	R
DD 00 H032 00 0108	Related Party Exclusion	Excludes related party claims	O	R
DD 00 H033 00 0108	Professional Errors and Omissions Exclusion	Excludes claims arising out of specified professional services	O	R
DD 00 H034 00 0108	Partnership and Joint Venture Exclusion	Excludes claims arising from acts as a partnership or joint venture manager	O	R
DD 00 H035 00 0108	Franchise Exclusion	Excludes claims related to a franchisee of the company	O	R

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<b>Form No.</b>	<b>Title</b>	<b>Description</b>	<b>Mandatory or Optional</b>	<b>Restricts, Broadens or Clarifies</b>
DD 00 H036 00 0108	Subsidiary Exclusion	Excludes claims arising from specified subsidiary	O	R
DD 00 H037 00 0108	Medical Malpractice Exclusion	Excludes medical malpractice claims	O	R
DD 00 H038 00 0108	Classified Loan Exclusion	Excludes claims arising out of classified loans	O	R
DD 00 H039 00 0108	Insider Loans Exclusion	Excludes claims arising out of loans to insiders	O	R
DD 00 H040 00 0108	Financial Insolvency Exclusion	Excludes claims arising out of financial insolvency of the entity	O	R
DD 00 H041 00 0108	Insurance Regulatory Exclusion	Excludes claims arising out of insurance regulatory actions	O	R
DD 00 H042 00 0108	Prior Charge Off Exclusion	Excludes claims out of loans charged off prior to specified date	O	R
DD 00 H043 00 0108	Regulatory Exclusion	Excludes claims arising out of specified regulators actions	O	R
DD 00 H044 00 0108	Third Party Insolvency Exclusion	Excludes claims arising out of insolvency of a third party	O	R
DD 00 H045 00 0108	Prior Or Pending Litigation Exclusion (Split Layers)	Amends Prior Litigation date for various layers of insurance	O	R
DD 00 H046 00 0108	Absolute Tie In Limits Endorsement	Clarifies limits of insurance available for claims made against multiple policies	O	R
DD 00 H047 00 0108	Outside For-Profit Position Extension - Triple Excess	Provides Outside Directors Liability	O	B
DD 00 H048 00 0108	Common Claim Tie-In Limits With Retention Endorsement	Clarifies limits of insurance available for claims made against multiple policies	O	R
DD 00 H049 00 0108	Securities Claims Sub-Retention Endorsement	Clarifies applicable retention applicable to securities claims	O	C
DD 00 H050 00 0108	Outside For-Profit Position Extension - Double Excess	Provides Outside Directors Liability	O	B
DD 00 H051 00 0108	Extend Policy Period	Amends policy period	O	C
DD 00 H053 00 0108	IRA Extension	Provides coverage for claims arising out of IRA wrongful acts	O	B
DD 00 H054 00 0108	Regulatory Coverage Endorsement (Sublimit)	Clarifies coverage provided for claims by regulators	O	C

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Form No.	Title	Description	Mandatory or Optional	Restricts, Broadens or Clarifies
DD 00 H055 00 0108	Regulatory Coverage Endorsement (Successful Defense)	Clarifies coverage provided for claims by regulators under certain circumstances	O	C
DD 00 H056 00 0108	Partnership Endorsement	Amends definition of Entity to include specified partnerships	O	B
DD 00 H057 00 0108	Amend Coverage To Include Additional Company	Amends definition of Entity to include specified company	O	B
DD 00 H058 00 0108	Amend Definition of Director(s) and/or Officer(s) - Individuals	Amends definition of director and officer to include specified individuals	O	C
DD 00 H059 00 0108	Amend Definition of Director(s) and/or Officer(s) - Positions	Amends definition of director and officer to include specified positions	O	C
DD 00 H061 00 0108	Family Exclusion	Excludes claims brought by specified family	O	R
DD 00 H062 00 0108	Fully-Earned Premium	Amends general conditions to clarify that premium is fully earned under specified circumstances	O	C
DD 00 H063 00 0108	General Partner/Partnership Manager/Joint Venture Manager Exclusion	Excludes claims arising out of management of a general partnership or joint venture	O	R
DD 00 H064 00 0108	Initial Public Equity Offering Exclusion	Excludes claims arising out of an initial public offering	O	R
DD 00 H065 00 0108	Known Wrongful Acts Exclusion	Excludes claims arising from known wrongful acts prior to specified date	O	R
DD 00 H066 00 0108	Run-Off Endorsement	Provides run-off coverage	O	B
DD 00 H067 00 0108	Specific Individual Exclusion	Excludes claims brought by specified individual	O	R
DD 00 H068 00 0108	Specific Organization Exclusion	Excludes claims brought by specified organization	O	R
<b>The following forms have been previously filed</b>				
HG 00 H003 01 0108	Broker of Record	Amends policy broker of record	O	C
HG 00 H008 00 0202	Policy Change Endorsement	To be used when a mid-term change is made to the policy.	O	C
HG 00 H078 01 1004	Acceptance of Other Carrier's Application	This optional form will be used when it is necessary to rely upon another's application.	O	C
HG 00 H079 01 0106	Anti-Stacking Endorsement	This form will be used to indicate that the maximum aggregate limit of liability under all policies shall not exceed the largest single available limit of liability.	O	C

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<b>Form No.</b>	<b>Title</b>	<b>Description</b>	<b>Mandatory or Optional</b>	<b>Restricts, Broadens or Clarifies</b>
RN 00 N026 01 0107	"In Witness" Page	Contains the authorized signatures and is the last page of the policy.	M	N/A

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Form No.	Title	Description	Mandatory or Optional	Restricts, Broadens or Clarifies
<b>The following forms are either currently under review or approved under Filing No. FF.13HS.400.2008.01</b>				
HG 00 H001 03 0208	Disclosure Pursuant to Terrorism Risk Insurance Act	Required by the Terrorism Risk Insurance Act.	O	C
HG 00 H004 05 0208	Offer of Coverage Terrorism Risk Insurance Act	Required by the Terrorism Risk Insurance Act.	O	C
HG 00 H005 03 0208	Offer of Coverage Terrorism Risk Insurance Act	Required by the Terrorism Risk Insurance Act.	O	C
HG 00 H016 02 0208	Terrorism Risk Insurance Act Of 2002 Exclusion (For Certified Acts Of Terrorism)	This endorsement will be used to exclude coverage for "certified acts of terrorism". This will replace HG 00 H016 01.	O	C
HG 00 H021 03 0208	Disclosure Pursuant to Terrorism Risk Insurance Act - Confirmation of Acceptance of Certified Acts of Terrorism	Required by the Terrorism Risk Insurance Act.	O	C
HG 00 H022 02 0208	Disclosure Pursuant to Terrorism Risk Insurance Act - Confirmation of Rejection of Certified Acts of Terrorism	Required by the Terrorism Risk Insurance Act.	O	C
HG 00 H068 00 0208	Cap on Losses from Certified Acts of Terrorism	Required by the Terrorism Risk Insurance Act.	O	C
HG 00 H069 00 0208	Important Notice To Policyholders Regarding Terrorism Risk Insurance Act)	Required by the Terrorism Risk Insurance Act.	O	C