

SERFF Tracking Number: HART-125707540 State: Arkansas
 Filing Company: Twin City Fire Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: FN.13HS.720.2008.02
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0010 Employment Practices Liability
 Product Name: OTHER LIABILITY - THE HARTFORD EMPLOYERS PREMIER CHOICE POLICY
 Project Name/Number: OTHER LIABILITY - THE HARTFORD EMPLOYERS PREMIER CHOICE POLICY /FN.13HS.720.2008.02

Filing at a Glance

Company: Twin City Fire Insurance Company

Product Name: OTHER LIABILITY - THE HARTFORD EMPLOYERS PREMIER CHOICE POLICY
 SERFF Tr Num: HART-125707540 State: Arkansas

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

Sub-TOI: 17.0010 Employment Practices Liability Co Tr Num: FN.13HS.720.2008.02 State Status: Fees verified and received

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

Author: Regina McLendon Disposition Date: 08/08/2008

Date Submitted: 06/26/2008 Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date (New):

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal):

State Filing Description:

General Information

Project Name: OTHER LIABILITY - THE HARTFORD EMPLOYERS PREMIER CHOICE POLICY Status of Filing in Domicile: Pending

Project Number: FN.13HS.720.2008.02

Domicile Status Comments:

Reference Organization: N/A

Reference Number: N/A

Reference Title: N/A

Advisory Org. Circular: N/A

Filing Status Changed: 08/08/2008

State Status Changed: 07/09/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

OTHER LIABILITY - THE HARTFORD EMPLOYERS PREMIER CHOICE POLICY
 MISCELLANEOUS FORM FILING

We are submitting a revision to our product The Hartford Employers Premier Choice Liability Policy which was approved

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by your Department under our Company filing number FN.13HS.720.2007.01. Attached is a forms list which identifies and describes the forms included in this submission.

For your convenience, attached you will also find the revised forms with tracked changes to identify the changes made.

Company and Contact

Filing Contact Information

Regina McLendon, Account Analyst regina.mclendon@thehartford.com
 690 Asylum Avenue (860) 547-2594 [Phone]
 Hartford, CT 06115 (860) 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

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	06/26/2008	21113238

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	08/08/2008	08/08/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Edith Roberts	07/17/2008	07/17/2008	Regina McLendon	07/17/2008	07/17/2008
Industry Response						

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Limit requirements for defense within limits...	Note To Filer	Edith Roberts	08/08/2008	08/08/2008

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Disposition

Disposition Date: 08/08/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Explanatory Memo	Approved	Yes
Supporting Document	Forms Listing	Approved	Yes
Supporting Document	Comparisons	Approved	Yes
Supporting Document	Arkansas Amendatory Endorsement	Approved	Yes
Supporting Document	Arkansas Acknowledgement Defense Cost Within Limits	Approved	Yes
Form	The Hartford Employers Premier Choice Policy	Approved	Yes
Form	Amend Notice of Claim	Approved	Yes
Form	Claims Bordereau Reporting 60 days Prior to Termination of Policy Period	Approved	Yes
Form	Amend Consent to Settlement Clause - Percentage	Approved	Yes
Form	Amend General Conditions - Changes in Exposure	Approved	Yes
Form	Omnibus Leaders Preferred Endorsement	Approved	Yes
Form	State Amendatory Inconsistency endorsement	Approved	Yes
Form	Consent to Use of Defense Counsel	Approved	Yes
Form	Outside Position Liability Extension	Approved	Yes
Form	Coverage for Certain Violations of ERISA	Approved	Yes
Form	Miscellaneous Changes endorsement	Approved	Yes
Form	Amendment of Retention to Include Class Action and Multi-Claimant Retention	Approved	Yes
Form	Amend Notice of Claim - Notice Manager	Approved	Yes
Form	Pending and Prior Litigation Exclusion (Split Dates) - With Third Party	Approved	Yes
Form	Amend Definition of Executive Officer - Listed Positions	Approved	Yes
Form	Amend Definition of Subsidiary - Management Control	Approved	Yes
Form	Amended Omnibus Global Leaders Endorsement	Approved	Yes

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Form	Amendment of Retention to Include Class Action and Multi-Claimant Retention - with Third Party	Approved	Yes
Form	Amend Definition of Insured Person	Approved	Yes
Form	Amend changes in Exposure Condition - Acquisition of Parent Company	Approved	Yes
Form	Delete Consent to Settlement Clause	Approved	Yes
Form	Amend Bodily Injury Exclusion - Exception for Emotional Distress	Approved	Yes
Form	Amend Definition of Claim - Independent Contractor Claims	Approved	Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 07/17/2008
Submitted Date 07/17/2008
Respond By Date

Dear Regina McLendon,

This will acknowledge receipt of the captioned filing.

There was no Arkansas Amendatory attached. You will need to attach one that addresses these issues:

VII (c) page 8 of Form EP00H00107, contains binding arbitration. Arbitration must voluntary and non-binding in AR and must specifically state such.

VIII (A)....contains the language that the ERPs are not available for "failure pay any pemium when due". Arkansas does not allow that the insurer withhold either the basic or optional extended reporting periods for cancellation/termination due to non-payment of premium, or if deductibles, retentions or excess payments over the limit of liability reimbursements are owed. Also, if payment is received to purchase the optional extended reporting period, that payment must be applied to place the optional extended reporting period coverage into effect, rather than first applied to any monies owed on the terminating policy.

Provision VIII, (F) states "no separate or additional limit" for the optional ERP. The Supplemental Extended Reporting Endorsement must comply with Ark. Code. Ann. §23-79-306 (f) which states that the limit of liability must be no less than the greater of the amount of coverage remaining in the expiring policy aggregate or fifty percent (50%) of the aggregate limit at policy inception.

Please refer to AID Order 96-194. Please confirm that this coverage will be written on limits of \$500,000 or greater in order to contain defense within the limits of liability and that a signed consent form will be executed by the insured acknowledging that the limits may be reduced or completely exhausted in settlement of defense.

Please feel free to contact me if you have questions.

Sincerely,

Edith Roberts

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Response Letter

Response Letter Status Submitted to State
Response Letter Date 07/17/2008
Submitted Date 07/17/2008

Dear Edith Roberts,

Comments:

Response 1

Comments: In response to your objection dated 7/17/08 please see attached forms, AR Amendatory Endorsement and AR Acknowledgement Defense Within Limits. Both forms were approved under our filing number FN.13HS.720.2006.01.

In response to your last question: The minimum limit of liability for defense within limits is \$1,000,000 for this policy. May we offer this policy, defense within limits, with a minimum limit of \$500,000? Please advise.

Thank you.

Regina McLendon, Filing Analyst

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Arkansas Amendatory Endorsement

Comment:

Satisfied -Name: Arkansas Acknowledgement Defense Cost Within Limits

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,
Regina McLendon

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Note To Filer

Created By:

Edith Roberts on 08/08/2008 09:30 AM

Subject:

Limit requirements for defense within limits...

Comments:

Dear Regina...

To answer your question in your response regarding the \$500,000 limits, yes, you may write \$500,000 limits or greater with defense payable with the limit of liability.

Have a great day!

Edith

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	The Hartford Employers Premier Choice Policy	EP 00 H003 0408		Policy/Coverage Form	Replaced Form #:0.00 EP 00 H003 01 0107 Previous Filing #: FN.13HS.720.20 07.01		EP00H0030 2.pdf
Approved	Amend Notice of Claim	EP 00 H012 1207		Endorsement/Conditions	Replaced Form #:0.00 EP 00 H012 01 0107 Previous Filing #: FN.13HS.720.20 07.01		EP00H0120 2.pdf
Approved	Claims Bordereau Reporting 60 days Prior to Termination of Policy Period	EP 00 H015 0408		Endorsement/Conditions	Replaced Form #:0.00 EP 00 H015 01 0107 Previous Filing #: FN.13HS.720.20 07.01		EP00H0150 2.pdf
Approved	Amend Consent to Settlement Clause - Percentage	EP 00 H052 0907		Endorsement/Conditions		0.00	EP00H052.pdf
Approved	Amend General Conditions - Changes in Exposure	EP 00 H053 0907		Endorsement/Conditions		0.00	EP00H053.pdf
Approved	Omnibus Leaders Preferred Endorsement	EP 00 H054 1007		Endorsement/Conditions		0.00	EP00H054.pdf
Approved	State Amendatory Inconsistency	EP 00 H055 1007		Endorsement/Conditions		0.00	EP00H055.pdf

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	endorsement		ons		
Approved	Consent to Use of Defense Counsel	EP 00 H056 00 1007	Endorseme New nt/Amendm ent/Condi ons	0.00	EP00H056.p df
Approved	Outside Position Liability Extension	EP 00 H057 00 1007	Endorseme New nt/Amendm ent/Condi ons	0.00	EP00H057.p df
Approved	Coverage for Certain Violations of ERISA	EP 00 H058 00 1007	Endorseme New nt/Amendm ent/Condi ons	0.00	EP00H058.p df
Approved	Miscellaneous Changes endorsement	EP 00 H059 00 1107	Endorseme New nt/Amendm ent/Condi ons	0.00	EP00H059.p df
Approved	Amendment of Retention to Include Class Action and Multi- Claimant Retention	EP 00 H060 00 1107	Endorseme New nt/Amendm ent/Condi ons	0.00	EP00H060.p df
Approved	Amend Notice of Claim - Notice Manager	EP 00 H061 00 1107	Endorseme New nt/Amendm ent/Condi ons	0.00	EP00H061.p df
Approved	Pending and Prior Litigation Exclusion (Split Dates) - With Third Party	EP 00 H062 00 1107	Endorseme New nt/Amendm ent/Condi ons	0.00	EP00H062.p df
Approved	Amend Definition of Executive Officer - Listed Positions	EP 00 H063 00 0108	Endorseme New nt/Amendm ent/Condi ons	0.00	EP00H063.p df
Approved	Amend Definition of Subsidiary -	EP 00 H064 00	Endorseme New nt/Amendm	0.00	EP00H064.p df

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	Management Control	0108	ent/Condi tions		
Approved	Amended Omnibus Global Leaders Endorsement	EP 00 H065 00 0108	Endorseme nt/Amendm ent/Condi tions	0.00	EP00H065.p df
Approved	Amendment of Retention to Include Class Action and Multi-Claimant Retention - with Third Party	EP 00 H066 00 0208	Endorseme nt/Amendm ent/Condi tions	0.00	EP00H066.p df
Approved	Amend Definition of Insured Person	EP 00 H067 00 0408	Endorseme nt/Amendm ent/Condi tions	0.00	EP00H067.p df
Approved	Amend changes in Exposure Condition - Acquisition of Parent Company	EP 00 H068 00 0408	Endorseme nt/Amendm ent/Condi tions	0.00	EP00H068.p df
Approved	Delete Consent to Settlement Clause	EP 00 H069 00 0408	Endorseme nt/Amendm ent/Condi tions	0.00	EP00H069.p df
Approved	Amend Bodily Injury Exclusion - Exception for Emotional Distress	EP 00 H070 00 0408	Endorseme nt/Amendm ent/Condi tions	0.00	EP00H070.p df
Approved	Amend Definition of Claim - Independent Contractor Claims	EP 00 H071 00 0608	Endorseme nt/Amendm ent/Condi tions	0.00	EP00H071.p df

THE HARTFORD EMPLOYERS PREMIER CHOICE POLICYSM

NOTICE - THIS IS A CLAIMS MADE AND REPORTED POLICY.

PLEASE READ IT CAREFULLY.

COVERAGE APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR APPLICABLE EXTENDED REPORTING PERIOD AND REPORTED IN WRITING TO THE COMPANY AS SOON AS PRACTICABLE BUT IN NO EVENT LATER THAN SIXTY (60) CALENDAR DAYS AFTER THE EXPIRATION DATE OF THE POLICY PERIOD OR WITHIN ANY APPLICABLE EXTENDED REPORTING PERIOD. DEFENSE COSTS ARE APPLIED AGAINST THE RETENTION. PAYMENT OF DEFENSE COSTS REDUCES THE LIMIT OF LIABILITY. UNLESS OTHERWISE PROVIDED BY WRITTEN ENDORSEMENT TO THIS POLICY, THE INSURER SHALL HAVE NO DUTY TO DEFEND ANY CLAIM.

In consideration of, and subject to, the payment of the premium stated in the Declarations, and in reliance upon the **Application**, and subject to all the terms and conditions of this Policy, the Insurer and the **Insureds** agree as follows:

I. INSURING AGREEMENTS

(A) Employment Practices Liability

The Insurer will pay on behalf of the **Insureds Loss** that the **Insureds** shall 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 **Insureds** for a **Wrongful Act** that takes place during or prior to the **Policy Period**.

(B) Third Party Liability (Elective)

If Third Party Liability Coverage is elected in Item H of the Declarations, the Insurer will pay on behalf of the **Insureds Loss** that the **Insureds** shall become legally obligated to pay as a result of a **Third Party Claim** first made against the **Insureds** during the **Policy Period**, or Extended Reporting Period, if applicable, for a **Third Party Wrongful Act** by the **Insureds** that takes place during or prior to the **Policy Period**.

This Insuring Agreement (B) is subject to the Third Party Liability Coverage Sublimit of Liability and Retention, specified in Item H of the Declarations and Third Party Prior Litigation Date specified in Item F of the Declarations. Such Sublimit of Liability is the maximum aggregate amount that the Insurer will pay for all **Loss** from all **Third Party Claims**, and is subject to, part of, and not in addition to, the Limit of Liability in Item C of the Declarations.

II. DEFINITIONS

(A) "Application" means the application for this Policy, including any materials or information submitted therewith, that is on file with the Insurer and shall be deemed a part of and attached to this Policy, as if physically attached hereto. **Application** also means an application for any policy in an uninterrupted series of policies issued by the Insurer, of which this Policy is a renewal or replacement.

(B) "Benefits" means perquisites, fringe benefits, deferred compensation and any other form of compensation (other than salaries, wages, or bonuses as a component of a front or back pay award).

(C) "Claim" means the **Insureds'** receipt of any of the following:

- (1) a written demand for monetary or non-monetary relief, including, without limitation, a written demand for employment reinstatement;
- (2) a complaint, counterclaim, cross-claim, petition or similar pleading filed to commence a civil proceeding;
- (3) any notice of charges, formal investigative order or similar document commencing a formal administrative or regulatory proceeding, including, without limitation, a proceeding before the Equal Employment Opportunity Commission or similar government agency;
- (4) a written demand for arbitration; or
- (5) a written request to toll or waive any statute of limitations relating to a **Claim**;

brought or submitted by or on behalf of an **Employee** or an applicant for employment with the **Company**;

Claim also means the **Insureds'** receipt of a notice of violation, order to show cause, or a written demand for monetary or injunctive relief in connection with an audit conducted by the Office of Federal Contract Compliance Programs;

Claim shall not mean any labor or grievance proceeding or arbitration that is subject to a collective bargaining agreement.

- (D) "**Company**" means any company named in Item A of the Declarations and any **Subsidiary**.
- (E) "**Defense Costs**" means that portion of **Loss** consisting of reasonable and necessary fees, consented to by the Insurer (including attorneys' fees and experts' fees) and expenses incurred in the defense or appeal of a **Claim**, covered by this policy and the premiums for any appeal, attachment or similar bond; provided, however, that the Insurer shall have no obligation to apply for or furnish such bond. **Defense Costs** shall not include the wages, salaries, **Benefits** or expenses of any **Insured**.
- (F) "**Domestic Partner**" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law.
- (G) "**Employee**" means:
 - (1) any past, present or future employee of the **Company**, in his or her capacity as such, whether such employee is in a supervisory, co-worker, subordinate or other position, including any part-time, seasonal and temporary employee;
 - (2) any natural person who is a leased or loaned employee to the **Company**, in his or her capacity as such; provided that such natural person shall be deemed an **Employee** only if, and to the extent that, the **Company** provides indemnification to such natural person for services rendered as if they were rendered by an actual employee of the **Company** in his or her capacity as such; and
- (H) "**Executive Officer**" means the chairperson of the board of directors, president, chief executive officer, chief operating officer, chief financial officer, or general counsel of the **Company**, or the **Company's** functional equivalent for any such title.
- (I) "**Independent Contractor**" means any natural person working in the capacity of an independent contractor pursuant to an **Independent Contractor Agreement**.
- (J) "**Independent Contractor Agreement**" means any written contract or agreement between an **Independent Contractor** and the **Company** specifying the terms and conditions of the **Company's** engagement of such **Independent Contractor**.

- (K) "**Insured(s)**" means one or more **Insured Persons** and the **Company**.
- (L) "**Insured Persons**" means:
- (1) one or more natural persons who were, now are or shall hereafter be duly elected or appointed directors or officers of the **Company** or, with respect to a **Subsidiary** incorporated outside the United States, their functional equivalent; and
 - (2) **Employees**.
 - (3) an **Independent Contractor** provided that within thirty (30) days after the date a **Claim** is first made against such **Independent Contractor** the **Company** shall agree in writing to indemnify such **Independent Contractor** for any **Loss** arising out of such **Claim**.
- (M) "**Interrelated Wrongful Acts**" means **Wrongful Acts** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of causally connected facts, circumstances, situations, events, transactions or causes.
- (N) "**Loss**" means sums that the **Insureds** are legally liable to pay solely as a result of any **Claim** covered by this Policy. **Loss** includes **Defense Costs**, compensatory damages, including front pay and back pay, settlement amounts, pre- and post-judgment interest, and legal fees and costs awarded pursuant to judgments.
- Loss** also includes punitive and exemplary damages, the multiple portion of any multiplied damage award, and liquidated damages under the Age Discrimination in Employment Act.
- Loss** shall not include:
- (1) taxes, fines or penalties imposed by law;
 - (2) non-monetary relief;
 - (3) **Benefits**;
 - (4) future compensation, including **Benefits**, for any person hired, promoted, or reinstated pursuant to a judgment, settlement, order or other resolution of a **Claim**;
 - (5) **Stock Benefits**;
 - (6) costs associated with providing any accommodations required by the Americans with Disabilities Act or any similar law;
 - (7) any other matters uninsurable pursuant to any applicable law; provided, however, that with respect to punitive, exemplary, multiple or liquidated damages, the insurability of such damages shall be governed by the internal laws of any applicable jurisdiction that most favors coverage of such damages.
- (O) "**Parent Company**" means the **Company** first named in Item A of the Declarations.
- (P) "**Policy Period**" means the period from the inception date set forth in Item B of the Declarations to the earlier of the expiration date set forth in Item B of the Declarations, or the effective date of cancellation pursuant to Section XI (B) of this Policy.
- (Q) "**Retaliation**" means adverse treatment of an **Employee** based upon such person:

- (1) exercising 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 "whistle blower" claim against any **Insured** under the federal False Claims Act, the Sarbanes-Oxley Act of 2002, or any similar "whistle blower" law.
- (R) "**Stock Benefits**" means any offering, plan or agreement between the **Company** and any **Employee** that grants stock, stock options, or stock appreciation rights in the **Company** to such person, including, without limitation, restricted stock or any other stock grant. **Stock Benefits** shall not include employee stock ownership plans or employee stock purchase plans.
- (S) "**Subsidiary**" means:
- (1) any corporation in which and so long as the **Parent Company** owns or controls, directly or indirectly, more than fifty percent (50%) of the outstanding stock representing the right to vote for the election of the board of directors of such corporation;
 - (2) any limited liability company in which and so long as the **Parent Company** owns or controls, directly or indirectly, the right to elect, appoint, or designate more than fifty percent (50%) of such entity's managers; and
 - (3) any corporation operated as a joint venture in which and so long as the **Parent Company** owns or controls, directly or indirectly, exactly fifty percent (50%) of the issued and outstanding voting stock and which, pursuant to a written agreement of the owner(s) of the remaining issued and outstanding voting stock of such corporation, the **Parent Company** entirely controls the management and operation of such corporation;
- (T) "**Third Party**" means any natural person who is a customer, vendor, service provider or other business invitee of the **Company**. **Third Party** shall not include any **Employee**.
- (U) "**Third Party Claim**" means any **Claim** by or on behalf of a **Third Party** that alleges a **Third Party Wrongful Act**.
- (V) "**Third Party Wrongful Act**" means actual or alleged:
- (1) discrimination against a **Third Party**, 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; or
 - (2) sexual harassment against a **Third Party**, including unwelcome sexual advances, or requests for sexual favors.
- (W) "**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, without limitation, any obligation arising from a personnel manual, employee handbook, or policy statement; or
- (6) violation of the Family and Medical Leave Act.

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

- (1) employment-related wrongful infliction of emotional distress;
- (2) failure to create, provide for or enforce adequate or consistent employment-related policies and procedures;
- (3) negligent retention, supervision, hiring or training; or
- (4) employment-related: invasion of privacy, defamation, or misrepresentation;.

III. INTERRELATIONSHIP OF CLAIMS

All **Claims** arising from **Interrelated Wrongful Acts** shall be deemed to be a single **Claim**, for all purposes under this Policy, first made on the earliest date that:

- (A) any of such **Claims** was first made, regardless of whether such date is before or during the **Policy Period**;
- (B) notice of any **Wrongful Act** alleged in any such **Claims** was given to the Insurer pursuant to Section X (B) of this Policy; or
- (C) notice of any **Wrongful Act** or circumstance alleged in any such **Claims** was given under any prior insurance policy, regardless of whether such policy was issued by the Insurer.

IV. DEFENSE, SETTLEMENTS AND COOPERATION

- (A) Unless otherwise provided by written endorsement to this Policy, the Insurer shall have no duty to defend any **Claim**. It shall be the duty of the **Insureds** to defend **Claims**; however, the **Company** may at its sole option tender to the Insurer the defense of a **Claim** for which coverage is provided under this Policy. The Insurer may accept such tender of defense, conditionally or unconditionally. Regardless of whether the Insurer accepts the tender of defense, the Insurer shall have the right to participate in the defense and settlement of any **Claim** that appears reasonably likely to involve this Policy. The Insurer may make any investigation it deems appropriate.

- (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.
- (C) Subject to the allocation provisions in Section VII of this Policy, the Insurer shall advance on behalf of the **Insureds Defense Costs** that the **Insureds** have incurred in connection with **Claims** made against them, prior to the final disposition of such **Claims**, provided always that to the extent it is established that any such **Defense Costs** are not covered under this Policy, the **Insureds**, as appropriate, agree to repay to the Insurer such non-covered **Defense Costs**.
- (D) The Insurer may, with the consent of the **Insured**, settle any **Claim** for any amount that the Insurer deems reasonable. If the **Insured** withholds consent to such settlement, the **Insured** shall be solely responsible for thirty percent (30%) of all **Defense Costs** incurred after the date the **Insured** refused to consent to such settlement, and the **Insured** shall be solely responsible for thirty percent (30%) of all **Loss**, other than **Defense Costs**, in excess of such settlement amount; provided that in no event shall the Insurer's liability under this Policy for such **Claim** exceed the remaining portion of the Aggregate Limit of Liability.
- (E) 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.

V. EXCLUSIONS

- (A) The Insurer shall not pay **Loss**:
 - (1) for bodily injury, sickness, disease, death, false arrest or imprisonment, abuse of process, malicious prosecution, trespass, nuisance or wrongful entry or eviction, or for injury to or destruction of any tangible property including loss of use thereof;
 - (2) for any actual or alleged **Wrongful Act** by **Insured Persons** of any **Subsidiary** in their capacities as such, or by any **Subsidiary**, if such **Wrongful Act** actually or allegedly occurred when such entity was not a **Subsidiary**;
 - (3) in connection with any **Claim** based upon, arising from, or in any way related to any:
 - (a) prior or pending demand, suit, or proceeding against any **Insured** as of; or
 - (b) audit initiated by the Office of Federal Contract Compliance Programs before the Prior Litigation Date and, if applicable, the Third Party Prior Litigation Date, in Item F of the Declarations, or the same or substantially similar fact, circumstance, or situation underlying or alleged in such demand, suit, proceeding, or audit;
 - (4) in connection with any **Claim** based upon, arising from, or in any way related to any fact, circumstance, or situation that, before the inception date in Item B of the Declarations, was the subject of any notice given under any other employment practices liability policy, management liability policy or other insurance policy which insures **Wrongful Acts** covered under this policy;
 - (5) in connection with any **Claim** based upon, arising from, or in any way related to the liability of others assumed by an **Insured** under any contract or agreement; provided, however, this exclusion shall not apply to liability that would have been incurred in the absence of such contract or agreement;

- (6) for breach of any **Independent Contractor Agreement**; or
 - (7) for a lockout, strike, picket line, hiring of replacement workers or similar action in connection with any labor dispute, labor negotiation or collective bargaining agreement.
- (B) The Insurer shall not pay **Loss** in connection with any **Claim** based upon, arising from, or in any way related to:
- (1) 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
 - (2) 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, the Employee Retirement Income Security Act of 1974, or any rule or regulation promulgated thereunder, or similar federal, state, local, or common laws, rules or regulations;

Provided that this exclusion shall not apply to that portion of **Loss** that represents a specific amount the **Insureds** become legally obligated to pay solely for a **Wrongful Act of Retaliation**.

- (C) The Insurer shall not pay **Loss** in connection with any **Claim** based upon, arising from, or in any way related to liability incurred for breach of any oral, written, or implied employment contract; provided however that this exclusion shall not apply to liability that would have been incurred in the absence of such contract, nor to that portion of **Loss** that represents **Defense Costs**.
- (D) Solely with respect to Insuring Agreement (B), the Insurer shall not pay **Loss** in connection with any **Third Party Claim** based upon, arising from or in any way related to any price discrimination or violation of any anti-trust law or any similar law designed to protect competition or prevent unfair trade practices.

VI. LIMITS OF LIABILITY AND RETENTION

- (A) The Insurer's aggregate Limit of Liability for all **Loss** shall be the amount specified in Item C of the Declarations whether such **Loss** is covered under one or more Insuring Agreements.
- (B) The Insurer's liability with respect to **Loss** arising from each **Claim** shall apply only to that part of **Loss** that is excess of the applicable Retention set forth in Item D of the Declarations.
- (C) **Defense Costs** shall reduce the Limit of Liability available to pay judgments or settlements.

VII. ALLOCATION

If both **Loss** covered under this Policy and loss not covered under this Policy are incurred, either because a **Claim** against an **Insured** includes both covered and non-covered matters, or because a **Claim** is made against an **Insured** and others who are not **Insureds**, the **Insureds** and the Insurer shall fairly and reasonably allocate such amount between covered **Loss** and non-covered loss based on such relative exposure of such covered and non-covered **Loss** and/or the proportionate fault of such **Insured** and others who are not **Insureds**.

If there can be an agreement between the **Insured** and the Insurer on an allocation of **Defense Costs**, the Insurer shall advance **Defense Costs** allocated to covered **Loss**. If they cannot agree on an allocation of **Loss**:

- (A) in any arbitration, suit or other proceeding, no presumption shall exist concerning what is a fair and reasonable allocation;

- (B) the Insurer shall advance **Defense Costs** that the Insurer believes to be covered under this Policy until a different allocation is negotiated, arbitrated or judicially determined; and,
- (C) the Insurer, solely 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 **Insured**, 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 a presumption with respect to the allocation of other **Loss** on account of such **Claim**.

VIII. EXTENDED REPORTING PERIOD

- (A) If the Insurer or the **Parent Company** fails or refuses to renew this Policy, or if the **Parent Company** cancels this Policy, the **Parent Company** shall have the right to elect an extension of time to report **Claims** under this Policy (the "Extended Reporting Period"); provided, however, that the Extended Reporting Period may not be elected by the **Parent Company** if this Policy is terminated by the Insurer for failure to pay any premium when due.
- (B) To elect the Extended Reporting Period, the **Parent Company** shall send a written notice of election of the Extended Reporting Period to the Insurer, together with payment of the premium therefore. The right to elect the Extended Reporting Period shall end unless the Insurer receives such notice and premium within sixty (60) days after the effective date of cancellation or non-renewal of the Policy. There shall be no right to elect the Extended Reporting Period after such time.
- (C) The premium for the Extended Reporting Period (the "Extended Reporting Period Premium") is specified in Item E of the Declarations. The Extended Reporting Period Premium shall be deemed to be fully earned at the inception of the Extended Reporting Period.
- (D) The Extended Reporting Period shall be for the duration specified in Item E of the Declarations following the end of the **Policy Period**.
- (E) Coverage during the Extended Reporting Period shall apply to **Claims** made for **Wrongful Acts** occurring prior to the earlier of (1) the **Policy Period** expiration date specified in Item B of the Declarations or (2) the effective date of any change in exposure described in Section XI(H) of this Policy. No coverage shall apply for any **Wrongful Act** occurring after such time.
- (F) There is no separate or additional Limit of Liability for the Extended Reporting Period. The Limit of Liability applicable to all **Claims** reported to the Insurer during the Extended Reporting Period shall be the remaining portion of the aggregate Limit of Liability specified in Item C of the Declarations.
- (G) Section X (B) of this Policy shall not apply during any Extended Reporting Period.

IX. COVERAGE EXTENSIONS

(A) DEATH, INCAPACITY OR BANKRUPTCY

In the event of the death, incapacity or bankruptcy of an **Insured Person**, any **Claim** made against the estate, legal representatives, heirs or assigns of such **Insured Person** for a **Wrongful Act** of such **Insured Person** shall be deemed to be a **Claim** against such **Insured Person**.

(B) SPOUSAL/DOMESTIC PARTNER EXTENSION

- (1) Subject to its express terms and conditions, the coverage afforded by this Policy shall be extended to a **Claim** made against a person who, at the time the **Claim** is made, is a lawful spouse or **Domestic Partner** of an **Insured Person**, provided:
 - (a) the **Claim** against the spouse or **Domestic Partner** results from a **Wrongful Act** allegedly committed by the **Insured Person**; and
 - (b) the **Insured Person** and his or her spouse or **Domestic Partner** are represented by the same legal counsel in connection with such **Claim**.
- (2) This Section IX (B) shall not afford the spouse or **Domestic Partner** of an **Insured Person** any greater rights under this Policy than those afforded the **Insured Person**.
- (3) The Insurer shall not be liable under this Section IX (B) to make any payment of **Loss**, including **Defense Costs**, in connection with any **Claim** made against an **Insured Person** or the spouse or **Domestic Partner** of such **Insured Person** for any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by such spouse or **Domestic Partner**.

X. NOTICE

- (A) As a condition precedent to coverage under this policy, the **Insureds** shall report each **Claim** or **Third Party Claim**, if applicable, to the Insurer as soon as practicable but in no event later than sixty (60) days after the termination of the **Policy Period** or within the Extended Reporting Period, if applicable.
- (B) If during the **Policy Period** the **Insureds** become aware of a specific **Wrongful Act** that may reasonably be expected to give rise to a **Claim** against any **Insured**, and if such **Wrongful Act** is reported to the Insurer during the **Policy Period** in writing with particulars as to the reasons for anticipating such a **Claim**, the nature and dates of the alleged **Wrongful Act**, the alleged damages sustained, the names of potential claimants and any **Insured** involved in the alleged **Wrongful Act**, and the manner in which the **Insureds** first became aware of the specific **Wrongful Act**, then any **Claim** subsequently arising from such duly reported **Wrongful Act** shall be deemed a **Claim** first made during the **Policy Period** in which the **Wrongful Act** is first duly reported to the Insurer.
- (C) Notice of any **Claim** or specific **Wrongful Act** shall be given in writing to:

Hartford Financial Products
Claims Department
2 Park Avenue, 6th Floor
New York, New York 10016
Fax: (212) 277-0915

All notices, except for notice of a **Claim** or **Wrongful Act**, shall be given in writing to:

Hartford Financial Products
Compliance Department
2 Park Avenue, 5th Floor
New York, New York 10016

- (D) All notices under this Policy shall: (1) be in English, (2) refer to the Policy Number, (3) be given by mail, prepaid express courier (or facsimile for notice of a **Claim** or **Wrongful Act**), (4) shall be properly addressed, and (5) be effective upon receipt.

XI. GENERAL CONDITIONS

(A) TERRITORY

This Policy extends to **Wrongful Acts** taking place or **Claims** made anywhere in the world.

(B) CANCELLATION OF POLICY

The Insurer may cancel this Policy for non-payment of premium by sending not less than ten (10) days notice to the **Parent Company** at its last known address. The Insurer may not otherwise cancel this Policy. The **Parent Company** may cancel this Policy by sending contemporaneous notice to the Insurer, and cancellation shall be effective upon the Insurer's receipt of such notice; provided, however, the **Parent Company** may not cancel this Policy after the effective date of the acquisition of the **Parent Company** as described in Section XI(H)(2) of this Policy. In the event the **Parent Company** cancels this Policy, the Insurer shall retain the customary short rate premium. Payment of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

(C) SUBROGATION

In the event of any payment under this Policy, the Insurer shall be subrogated to the extent of such payment to all rights of recovery thereof, and the **Insureds** shall execute all papers required and shall do everything that may be necessary to secure and preserve such rights including the execution of such documents necessary to enable the Insurer effectively to bring suit in the name of the **Insureds** and shall do nothing to waive or prejudice such right.

(D) COMPANY AUTHORIZATION

This Policy contains all the agreements between the **Insured** and the Insurer concerning the insurance afforded. By acceptance of this Policy, the **Insureds** agree that the **Parent Company** 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 electing any Extended Reporting Period.

(E) OTHER INSURANCE

- (1) The coverage provided under this Policy shall be primary.
- (2) Notwithstanding Subsection (1) above, the coverage provided under this Policy for any **Claim** made against a temporary, leased or loaned **Employee** or an **Independent Contractor** shall be excess of the amount of any deductible, retention and limits of liability under any other policy or policies applicable to such **Claim**, whether such 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.

(F) ALTERATION, ASSIGNMENT AND TITLE LIMITATION

No change in, modification of, or assignment of interest under this Policy shall be effective except when made by written endorsement signed by an authorized representative of the Insurer. The titles and headings to the various paragraphs and sections in this Policy, including endorsements attached, are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions of the paragraphs and sections to which they relate.

(G) ACTION AGAINST INSURER

No action shall be taken against the Insurer unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, and the amount of the **Insureds'** obligation to pay shall have been finally determined either by judgment against the **Insureds** after actual trial, or by written agreement of the **Insureds**, the claimant and the Insurer. No person or organization shall have the right

under this Policy to join the Insurer as a party to any action against the **Insureds** to determine the **Insureds'** liability, nor shall the **Insureds** or their legal representative implead the Insurer.

(H) CHANGES IN EXPOSURE

(1) Acquisition or Creation of Corporation, Assets Acquisition, and Assumption of Liabilities

If before or during the **Policy Period** the **Company**:

- (a)** acquires securities or voting rights in another entity or creates another entity that, as a result of such acquisition or creation, becomes a **Subsidiary**, or
- (b)** acquires any entity by merger into or consolidation with the **Company**,

then such entity and its **Insured Persons** shall be **Insureds** under this Policy but only with respect to **Wrongful Acts** taking place after such acquisition or creation. In the event that the number of employees at the newly created or acquired **Subsidiary** increases by the lesser of 500, or twenty percent (20%) of the number of **Employees** of the **Company**, then the **Parent Company** as a condition precedent to coverage with respect to such new **Insureds**, or to coverage for **Wrongful Acts** relating to such transaction and occurring subsequent to such transaction, shall give written notice of such transaction to the Insurer as soon as practicable but in no event more than ninety (90) days after the effective date of such transaction. The Insurer may require other information, and shall be entitled to impose such additional terms, conditions and premium as it, in its absolute discretion, chooses. If the **Parent Company** fails to comply with such condition precedent, coverage otherwise afforded by this Section XI (H) (1) shall terminate ninety (90) days after the effective date of such acquisition or assumption.

(2) Acquisition of Parent Company

If during the **Policy Period** (i) the **Parent Company** merges into or consolidates with another entity such that the **Parent Company** is not the surviving entity, or (ii) another entity, or person or group of entities and/or persons acting in concert acquires stock or voting rights that result in ownership or voting control by the other entity(ies) or person(s) of more than fifty percent (50%) of the outstanding stock representing the present right to vote for the election of directors of the **Parent Company**, then coverage under this Policy shall continue until the later of:

- (a)** termination of the **Policy Period**, or
- (b)** any subsequent date to which the Insurer may agree by endorsement,

but only with respect to **Claims** for **Wrongful Acts** taking place prior to such merger, consolidation or acquisition. Any coverage extension pursuant to **(b)** above shall be conditioned upon any premium paid or to be paid under this Policy and such premium shall be deemed fully earned upon inception of such coverage extension. Any **Claim** made during such coverage extension shall be deemed to have been made during the **Policy Period** in which such merger, consolidation or acquisition occurred.

The **Parent Company** shall give written notice of such merger, consolidation or acquisition to the Insurer as soon as practicable, together with such additional information as the Insurer may reasonably require.

(3) Cessation of Subsidiaries

If before or during the **Policy Period** an entity ceases to be a **Subsidiary**, coverage with respect to such **Subsidiary** and its **Insured Persons** shall continue until termination of this Policy but

only with respect to **Claims** for **Wrongful Acts** taking place prior to the date such entity ceased to be a **Subsidiary**.

(4) Insolvency or Bankruptcy

Bankruptcy or insolvency of an **Insured** or of an **Insured's** estate shall not relieve the Insurer of any of its obligations under this Policy.

(I) REPRESENTATIONS AND SEVERABILITY

(1) The **Insureds** represent that the declarations and statements contained in the **Application** are true, accurate and complete. This Policy is issued in reliance upon the **Application**. If the **Application** contains any intentional misrepresentation, or any unintentional misrepresentation that materially affects the Insurer's acceptance of the risk under this Policy, then no coverage shall be afforded under this Policy for any **Insured** who knew on the inception date of this Policy of any such misrepresentation.

(2) For purpose of determining coverage:

(a) Knowledge possessed by any **Insured Person** shall not be imputed to any other **Insured Person**; and

(b) Knowledge possessed by an **Executive Officer**, or any person signing the **Application**, shall be imputed to the **Company**. No other person's knowledge shall be imputed to the **Company**.

(J) INSPECTION AND AUDIT

The Insurer shall be permitted but not obligated to inspect the **Company's** operations at any time. Neither the Insurer's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Insurer or others to determine or warrant that such property or operations are in compliance with any law, rule, or regulation.

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.

AMEND NOTICE OF CLAIM

This endorsement modifies insurance provided under the following:

THE HARTFORD EMPLOYERS PREMIER CHOICE POLICY

Section X., **Notice A** is deleted and replaced by the following:

As a condition precedent to coverage under this policy, the **Insureds** shall report each **Claim** or **Third Party Claim**, if applicable, to the Insurer as soon as practicable after the **Company's** general counsel, risk manager, director of human resources, chief executive officer or equivalent officer becomes aware of such **Claim** but in no event later than sixty (60) days after the termination of the **Policy Period** or within Extended Reporting Period, if applicable.

All other terms and conditions remain unchanged.



Neal S. Wolin, President & COO

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.

**CLAIMS BORDEREAU REPORTING
60 DAYS PRIOR TO TERMINATION OF POLICY PERIOD**

This endorsement modifies insurance provided under the following:

THE HARTFORD EMPLOYERS PREMIER CHOICE POLICY

1. Section **X**, **NOTICE**, is amended by the addition of the following:

- **Bordereau Reporting**

Notwithstanding the requirements of section **X**, **NOTICE (A)** and **(C)**, the **Company** shall provide to the Insurer on a quarterly basis a bordereau report of all **Claims** first made against any **Insured** during the **Policy Period**.

Such bordereau report shall be sent to:

Hartford Financial Products
Claims Department
2 Park Avenue, 6th Fl.
New York, NY 10016
Fax (212) 277-0915

Contents of the Bordereau

Such bordereau shall include the following information with respect to each **Claim** listed on the bordereau:

- (1) The identity of Claimant (specify if representative or class action).
- (2) The date the **Claim** was first made against any **Insured**.
- (3) A brief description of the nature of the **Claim** (e.g., "alleged wrongful termination and racial discrimination").
- (4) The form of the **Claim**, as follows:
 - (a) Litigation (specify federal or state court venue),
 - (b) Administrative proceeding (specify EEOC or parallel state agency),
 - (c) Written demand or notice,
 - (d) Other (please specify).
- (5) Claimant's monetary demand if available.
- (6) The identity of counsel or other representative retained to defend and/or represent the **Insured(s)**.
- (7) Current status of **Claim**, including **Defense Costs** (to be updated quarterly).

Position Statements for Bordereau Reported Claims

It is further agreed that in consideration of such bordereau reporting, the Insurer shall not issue a written position statement with respect to coverage for each **Claim** reported on the bordereau and the Insurer fully reserves all rights with respect to coverage until such time that the **Company** or any **Insured** shall seek payment of **Loss** pursuant to the Policy. At such time the **Company** shall immediately provide to the Insurer any and all information that the Insurer shall reasonably require and request in order to evaluate and communicate its position on coverage to the **Insured(s)**.

Separately Reported Claims

The following types of **Claims** must be reported separately pursuant to the requirements of section **X. NOTICE**, in addition to bordereau reporting:

- (1) Any **Claim** that is brought as a class action or involves two or more claimants, including without limitation any notice of charges involving two or more claimants.
- (2) At such time that total **Loss**, inclusive of the Retention and **Defense Costs**, in connection with any **Claim** exceeds fifty percent (50%) of the Retention set forth in Item D of the Declarations or \$150,000, whichever amount is less.

At their respective options, the **Company** may elect to individually report any other **Claim** apart from the bordereau and the Insurer may at any time request full and specific reporting as to an individual **Claim** on a bordereau. Whether by bordereau or individual reporting, notice shall not be effective until received by the Insurer.

All other terms and conditions remain unchanged.

A handwritten signature in black ink, appearing to read "Neal S. Wolin". The signature is fluid and cursive, with the first name "Neal" being the most prominent.

Neal S. Wolin, President & COO

This endorsement, effective on
standard time, forms a part of

at 12:01 A.M.

Policy No. _____ of the _____
Issued to _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND CONSENT TO SETTLEMENT CLAUSE - PERCENTAGE

This endorsement modifies insurance provided under the following:

THE HARTFORD EMPLOYERS PREMIER CHOICE POLICY

Section **IV. DEFENSE, SETTLEMENTS AND COOPERATION, (D)**, is deleted and replaced by the following:

(D) The Insurer may, with the consent of the **Insured**, settle any **Claim** for any amount that the Insurer deems reasonable. If the **Insured** withholds consent to such settlement, the **Insured** shall be solely responsible for _____ percent (___%) of all **Defense Costs** incurred after the date the **Insured** refused to consent to such settlement, and the **Insured** shall be solely responsible for _____ percent (___%) of all **Loss**, other than **Defense Costs**, in excess of such settlement amount; provided that in no event shall the Insurer's liability under this Policy for such **Claim** exceed the remaining portion of the Aggregate Limit of Liability.

All other terms and conditions remain unchanged.



David Zwiener, President

ENDORSEMENT NO:

This endorsement, effective on

forms part of

Policy number:

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND GENERAL CONDITIONS- CHANGES IN EXPOSURE

This endorsement modifies insurance provided under the following:

THE HARTFORD EMPLOYERS PREMIER CHOICE POLICY

Section XI., **GENERAL CONDITIONS, (H) (1)** is deleted and replaced with the following:

(H) CHANGES IN EXPOSURE

(1) Acquisition or Creation of Corporation, Assets Acquisition, and Assumption of Liabilities

If before or during the **Policy Period** the **Company**:

- (a)** acquires securities or voting rights in another entity or creates another entity that, as a result of such acquisition or creation, becomes a **Subsidiary**, or
- (b)** acquires any entity by merger into or consolidation with the **Company**,

then such entity and its **Insured Persons** shall be **Insureds** under this Policy but only with respect to **Wrongful Acts** taking place after such acquisition or creation. In the event that the number of employees at the newly created or acquired **Subsidiary** increases by the lesser of 500, or twenty-five percent (25%) of the number of **Employees** of the **Company**, then the **Parent Company** as a condition precedent to coverage with respect to such new **Insureds**, or to coverage for **Wrongful Acts** relating to such transaction and occurring subsequent to such transaction, shall give written notice of such transaction to the Insurer as soon as practicable but in no event more than ninety (90) days after the effective date of such transaction. The Insurer may require other information, and shall be entitled to impose such additional terms, conditions and premium as it, in its absolute discretion, chooses. If the **Parent Company** fails to comply with such condition precedent, coverage otherwise afforded by this Section XI (H) (1) shall terminate ninety (90) days after the effective date of such acquisition or assumption.

All other terms and conditions remain unchanged.



David Zwiener, President

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.

OMNIBUS LEADERS PREFERRED ENDORSEMENT

This endorsement modifies insurance provided under:

THE HARTFORD EMPLOYERS PREMIER CHOICE POLICY

- I. Section **IV. DEFENSE, SETTLEMENTS AND COOPERATION, (B)**, is amended by the addition of the following:

Notwithstanding the foregoing, the **Insureds** shall have the right to settle a **Claim** without obtaining the Insurer's prior written consent if the total amount of **Loss** (including, without limitation, **Defense Costs** and the amount of such settlement) incurred in connection with such **Claim** is less than the Retention set forth in Item D of the Declarations.

- II. Section **IV., DEFINITIONS, (G)**, "**Employee**" is amended by adding the following:

(3) any volunteer of the **Company** in his/her capacity as such.

- III. Section **V., EXCLUSIONS, (A) (1)** is deleted and replaced with the following:

(1) for sexual assault, battery or rape if a judicial finding adverse to an **Insured** establishes such an act or omission; however, in no event shall **Defense Costs** incurred in the defense of an **Insured** in a criminal action be covered under the Policy.

- IV. Section **XI., GENERAL CONDITIONS, (H), CHANGES IN EXPOSURE, (1)** is deleted and replaced with the following:

(1) Acquisition or Creation of Corporation; Assets Acquisition; Assumption of Liabilities

If during the **Policy Period** the **Company**:

(a) acquires securities or voting rights in another entity or creates another entity that, as a result of such acquisition or creation, becomes a **Subsidiary**, or

(b) acquires any entity by merger into or consolidation with the **Company**,

then such **Subsidiary** or entity and its **Insured Persons** shall be **Insureds** under this Policy (but only with respect to **Wrongful Acts** taking place after such acquisition or creation). If the total number of existing employees of such newly created or acquired **Subsidiary** (who would otherwise qualify as **Employees** of the **Company**) is equal to or greater than (i) 25% of the total number of **Employees** of the **Company**, or (ii) 2000, whichever of (i) and (ii) is less, the **Parent Company**, as a condition precedent to coverage with respect to such new **Insureds** shall give written notice of such transaction to the Insurer as soon as practicable but in no event more 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 **Parent Company** fails to comply with such condition precedent, coverage otherwise afforded by this Section XI.(H)(1) shall terminate as of ninety (90) days after the effective date of such acquisition or assumption.

- V. Section XI., **GENERAL CONDITIONS, (J), INSPECTION AND AUDIT** is deleted.
- VI. In the event that the Insurer offers as a no-cost option to all of its insureds, purchasing **THE HARTFORD EMPLOYERS PREMIER CHOICE POLICY**, terms and conditions that would have the effect of broadening the coverage provided by this Policy, then such terms and conditions shall be deemed incorporated into this Policy as of the date of such offer, whether or not such terms and conditions are attached as an endorsement to this Policy.
- VII. If any term or condition of this Endorsement is for any reason found invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity of any remaining portion, which shall remain in full force and effect as if the invalid portion was never a part of this Endorsement when it was drafted.

All other terms and conditions remain unchanged.



David Zwiener, President

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.

STATE AMENDATORY INCONSISTENCY ENDORSEMENT

This endorsement modifies insurance provided under the following:

THE HARTFORD EMPLOYERS PREMIER CHOICE POLICY

Section **XI. 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.



David Zwiener, President

This endorsement, effective on
time, forms a part of

at 12:01 A.M. standard

Policy No. _____ of the

Issued to

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONSENT TO USE OF DEFENSE COUNSEL

This endorsement modifies insurance provided under the following:

THE HARTFORD EMPLOYERS PREMIER CHOICE POLICY

1. The Insurer consents to the use of the following counsel to defend **Claims** made or brought against **Insureds** (hereinafter referred to as "Insured's Defense Counsel"):

2. The above consent is subject to the following conditions:

A. Insured's Defense Counsel shall comply with The Hartford's Litigation Management Program Procedures for Reporting and Billing as well as any other reasonable guidelines promulgated by the Insurer (hereinafter referred to as "Guidelines"). The Insurer shall not be liable for any **Defense Costs** that do not conform to such Guidelines.

B. Insured's Defense Counsel shall adhere to the following rate schedule (hereinafter referred to as "Approved Rates"), and the Insurer shall not be liable for any **Defense Costs** that are based on rates charged by Insured's Defense Counsel in excess of the Approved Rates:

		Hourly Rate in Dollars		
	Senior	Other		
<u>Insured's Defense Counsel</u>	<u>Partner</u>	<u>Partner</u>	<u>Associates</u>	<u>Paralegals</u>

C. In the event of a conflict of interest that precludes Insured's Defense Counsel from representing one or more **Insureds** in connection with any **Claim**, the Insurer shall have the right to select alternative defense counsel for such **Insureds** that Insured's Defense Counsel cannot represent due to the conflict.

D. Insured's Defense Counsel shall not represent the **Insureds** in connection with any coverage issues or disputes related to any **Claim** reported to the Insurer under this Policy.

All other terms and conditions remain unchanged.

A handwritten signature in black ink, appearing to read 'D. Wiener', written in a cursive style.

David Wiener, President

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

ENDORSEMENT NO:
forms part

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OUTSIDE POSITION LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

THE HARTFORD EMPLOYERS PREMIER CHOICE POLICY

Section IX., **COVERAGE EXTENSIONS**, is amended to include the following:

- **OUTSIDE POSITION LIABILITY EXTENSION**

Subject to all of its terms and conditions, this Policy covers any **Insured Person** defined in Section II.(L)(1) serving in an **Outside Position**, but such coverage shall be specifically excess of any indemnity or insurance available from or provided by the entity in which such **Insured Person** serves in such **Outside Position**.

Payment by the Insurer or any member company of the Hartford Group of Insurance Companies under another policy as a result of a **Claim** against such **Insured Person** in an **Outside Position** shall reduce, by the amount of such payment, the Insurer's Limit of Liability under this Policy with respect to such **Claim**.

"**Outside Position**" means the position of director, officer, trustee, or other equivalent executive position held by an **Insured Person** defined in Section II.(L)(1) in:

- (i) any **Non-Profit Entity**, or
- (ii) any other entity, provided such coverage is specifically granted by endorsement to this Policy,

if service in such position is with the knowledge and consent or at the request of the **Company**.

"**Non-Profit Entity**" means any non-profit corporation, community chest, fund or foundation that (i) is not included in the definition of **Company**, and (ii) is exempt from federal income tax as an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, as amended.

All other terms and conditions remain unchanged.

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.

COVERAGE FOR CERTAIN VIOLATIONS OF ERISA

This endorsement modifies insurance provided under the following:

THE HARTFORD EMPLOYERS PREMIER CHOICE POLICY

Section V., **EXCLUSIONS, (B) (2)**, is deleted and replaced with the following:

- (2) a violation of the:
- (a) Fair Labor Standards Act (except for Equal Pay Act),
 - (b) Worker Adjustment and Retraining Notification Act,
 - (c) the National Labor Relations Act,
 - (d) the Occupational Safety and Health Act,
 - (e) the Consolidated Omnibus Budget Reconciliation Act of 1985,
 - (f) the Employee Retirement Income Security Act of 1974 (except for Section 510, provided, however, that coverage shall not be afforded with respect to any benefits paid or payable under any benefit or welfare plan),
- or any rule or regulation promulgated thereunder, or similar federal, state, local, or common laws, rules or regulations;

All other terms and conditions remain unchanged.



David Zwiener, President

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

forms part

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISCELLANEOUS CHANGES ENDORSEMENT

This endorsement modifies insurance provided under the following:

THE HARTFORD EMPLOYERS PREMIER CHOICE POLICY

1. Section II. **DEFINITIONS, (C), "Claim"**, is deleted and replaced with the following:

(C) "Claim" means the **Insureds'** receipt of any of the following:

- (1) a written demand for monetary or non-monetary relief, including, without limitation, a written demand for employment reinstatement;
- (2) a complaint, counterclaim, cross-claim, petition or similar pleading filed to commence a civil proceeding;
- (3) any notice of charges, formal investigative order or similar document commencing a formal administrative or regulatory proceeding, including, without limitation, a proceeding before the Equal Employment Opportunity Commission or similar government agency;
- (4) a written demand for arbitration; or
- (5) a written request to toll or waive any statute of limitations relating to a **Claim**;

brought or submitted by or on behalf of an **Employee**, an applicant for employment with the **Company** or an **Independent Contractor**;

Claim also means the **Insureds'** receipt of a notice of violation, order to show cause, or a written demand for monetary or injunctive relief in connection with an audit conducted by the Office of Federal Contract Compliance Programs;

Claim also means a written demand for monetary or non-monetary relief, complaint, counterclaim, cross-claim, petition or similar pleading filed to commence a civil proceeding brought or submitted by or on behalf of a non-employee member of the Board of Directors for **Retaliation**, based upon such person filing any "whistle-blower" claim under provision of the Sarbanes-Oxley Act of 2002.

Claim shall not mean any labor or grievance proceeding or arbitration that is subject to a collective bargaining agreement.

2. Section II. **DEFINITIONS, (E), "Defense Costs"**, is deleted and replaced with the following:

(E) "**Defense Costs**" means that portion of **Loss** consisting of reasonable and necessary fees (including attorneys' fees and experts' fees) and expenses incurred in the defense or appeal of a **Claim**, covered by this policy and the premiums for any appeal, attachment or similar bond; provided, however, that the Insurer shall have no obligation to apply for or furnish such bond. **Defense Costs** shall not include the wages, salaries, **Benefits** or expenses of any **Insured**.

3. Section II. **DEFINITIONS, (G), "Employee"**, is deleted and replaced with the following:

(G) "**Employee**" means:

- (1) any past, present or future employee of the **Company**, in his or her capacity as such, whether such employee is in a supervisory, co-worker, subordinate or other position, including any part-time, seasonal and temporary employee;
- (2) any natural person who is a leased or loaned employee to the **Company**, if, and to the extent that, such natural person is rendering services as if they were rendered by an actual employee of the **Company**, in his or her capacity as such; and
- (3) any natural person who is a volunteer with the **Company**, if, and to the extent that, such natural person is rendering services as if they were rendered by an actual employee of the **Company**, in his or her capacity as such.

4. Section IV. **DEFINITIONS, (N), "Loss"**, sub-paragraph (7) is deleted and replaced with the following:

- (7) any other matters uninsurable pursuant to any applicable law; provided, however, that with respect to punitive, exemplary, multiple or liquidated damages, the Insurer will not contend for any reason, that such damages are uninsurable, and the insurability of such damages shall be governed by the internal laws of any applicable jurisdiction that most favors coverage of such damages.

5. Section IV. **DEFINITIONS, (S), "Subsidiary"**, is deleted and replaced with the following:

(S) "**Subsidiary**" means:

- (1) any corporation in which and so long as the **Parent Company** owns or controls, directly or indirectly, more than fifty percent (50%) of the outstanding stock representing the right to vote for the election of the board of directors of such corporation;
- (2) any limited liability company in which and so long as the **Parent Company** owns or controls, directly or indirectly, the right to elect, appoint, or designate more than fifty percent (50%) of such entity's managers;
- (3) any corporation operated as a joint venture in which and so long as the **Parent Company** owns or controls, directly or indirectly, fifty percent (50%) of the issued and outstanding voting stock and which, pursuant to a written agreement of the owner(s) of the remaining issued and outstanding voting stock of such corporation, the **Parent Company** controls the management and operation of such corporation;

- (4) means a limited partnership in which and so long as the **Parent Company** owns or controls, directly or indirectly, more than 50% of the limited partnership interest and a **Company** is the sole general partner.
6. Section IV. **DEFINITIONS, (W) “Wrongful Act”** is amended by the inclusion of the following to the last paragraph that begins with “**Wrongful Act** shall also mean the following, but only when alleged in addition to or as part of any **Wrongful Act** described above:”
- (5) false arrest or imprisonment or malicious prosecution
7. Section IV. **DEFINITIONS**, is amended by the addition of the following:
- “**Financial Insolvency**” means the status of any **Company** as a result of:
 - (1) the appointment of any conservator, liquidator, receiver, rehabilitator, trustee, or similar official to control, supervise, manage or liquidate such **Company**; or
 - (2) such **Company** becoming a ‘Debtor in Possession’ as defined in Chapter 11 of the United States Bankruptcy Code.
8. Section IV. **DEFENSE, SETTLEMENTS AND COOPERATION, (A)**, is deleted and replaced with the following:
- (A) The Insurer does not assume any duty to defend any **Claim**. However, the **Company** may, solely at such time as a **Claim** is reported to the Insurer, at its sole option make a written request to tender to the Insurer the defense of a **Claim** for which coverage is provided under this Policy. The Insurer may refuse to accept such tender request, however if the Insurer accepts such tender request, it shall accept the duty to defend such **Claim** unconditionally. Regardless of whether the Insurer assumes the defense of such **Claim**, the Insurer shall have the right to associate itself in the defense and settlement of any **Claim** that appears reasonably likely to involve this policy. The Insurer may make any investigation it deems appropriate.
9. Section IV. **DEFENSE, SETTLEMENTS AND COOPERATION, (B)**, is amended by the addition of the following:
- Notwithstanding the forgoing, the **Insureds** shall have the right to make an offer to settle a **Claim** without obtaining the Insurer’s prior written consent if the sum of such settlement offer and **Defense Costs** incurred as of the date such offer in made does not exceed 25% of the Retention set forth at Item D of the Declarations. The granting of such right to the **Insureds** shall not be deemed a waiver of the Insurer’s rights to categorize any portion or all of such settlement offer and/or **Defense Costs** as uncovered **Loss**; .
10. Section V. **EXCLUSIONS, (A), (1)** is deleted and replaced with the following:
- (1) for bodily injury (other than emotional distress), sickness, disease, death, abuse of process, trespass, nuisance or wrongful entry or eviction, or for injury to or destruction of any tangible property including loss of use or value thereof;
11. Section V. **EXCLUSIONS, (A), (3), (b)** is deleted and replaced with the following:
- (b) notice of violation, order to show cause, or a written demand for monetary or injunctive relief in connection with an audit initiated by the Office of Federal Contract Compliance Programs before

12. Section **V. EXCLUSIONS, (A)**, is amended by adding the following additional exclusion
- for any violation of the Employee Retirement Income Security Act of 1974 (except for Section 510 therein) or any rule or regulation promulgated thereunder, or similar federal, state, local, or common laws, rules or regulations;
13. Section **V. EXCLUSIONS, (B), (2)** is deleted and replaced with the following:
- (2)** a violation of the Fair Labor Standards Act (except for Equal Pay Act), Worker Adjustment and Retaining Act, 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;
14. Section **V. EXCLUSIONS, (C)**, is deleted and replaced with the following:
- (C)** The Insurer shall not pay **Loss** in connection with any **Claim** based upon, arising from, or in any way related to liability incurred for breach of any express employment contract; provided however that this exclusion shall not apply to liability that would have been incurred in the absence of such contract, nor to that portion of **Loss** that represents **Defense Costs**.
- With respect to this Exclusion (C), an “express employment contract” shall mean an actual agreement of the parties, the terms of which are openly set forth or declared at the time of making in clear or distinct language.
15. Section **VI. LIMITS OF LIABILITY AND RETENTION, (B)**, is amended by the addition of the following:
- In the event that all **Companies** are in the status of **Financial Insolvency**, and the **Insured Persons** make a good faith application for court approval to provide indemnification in the amount necessary to fully satisfy the applicable Retention set forth in Item D, and such request is not granted, then no Retention shall apply to **Loss** incurred by such **Insured Person**.
16. Section **X. NOTICE, (A)**, is deleted and replaced with the following:
- (A)** As a condition precedent to coverage under this policy, the **Insureds** shall report each **Claim** or **Third Party Claim**, if applicable, to the Insurer as soon as practicable after a **Company’s** general counsel, risk manager, director of human resources, chief executive officer, or equivalent officer becomes aware of such **Claim** but in no event later than sixty (60) days after the termination of the **Policy Period** or within the Extended Reporting Period, if applicable.
17. Section **X. NOTICE, (D), (5)** is deleted and replaced with the following:
- (5) be effective upon receipt or one day after proper mailing of such notice.
18. Section **XI. GENERAL CONDITIONS, (J), INSPECTION AND AUDIT** is deleted.

All other terms and conditions of remain unchanged.



David Zwiener, President

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.

**AMENDMENT OF RETENTION TO INCLUDE CLASS ACTION AND MULTI-CLAIMANT
RETENTION**

This endorsement modifies insurance provided under the following:

THE HARTFORD EMPLOYERS PREMIER CHOICE POLICY

Declarations **ITEM D**, is deleted and replaced by:

ITEM D.

RETENTION	(1) \$ _____ in the aggregate each Claim , including Defense Costs , that is a class action or in which more than one claimant makes such Claim , including those multiple Claims deemed a single Claim pursuant to Section III. INTERRELATIONSHIP OF CLAIMS (2) \$ _____ in the aggregate each Claim , including Defense Costs , other than a Claim described in (1) above
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All other terms and conditions remain unchanged.



David Zwiener, President

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

Forms part of policy number:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND NOTICE OF CLAIM – NOTICE MANAGER

This endorsement modifies insurance provided under the following:

THE HARTFORD EMPLOYERS PREMIER CHOICE POLICY

1. Section **X., NOTICE, (A)**, is deleted and replaced by the following:

(A) As a condition precedent to coverage under this Policy, the **Insureds** shall report each **Claim** or **Third Party Claim**, if applicable, to the Insurer as soon as practicable after any **Notice Manager** of the **Company** becomes aware of such **Claim**, but in no event later than sixty (60) days after the termination of the **Policy Period** or within Extended Reporting Period, if applicable.

2. For the purposes of this endorsement, **Notice Manager** shall mean the following selected position(s):

- General Counsel
- Director of Human Resources
- Risk Manager
- Chief Executive Officer
- President
- Other _____

All other terms and conditions remain unchanged.



Neal S. Wolin, President & COO

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.

PENDING AND PRIOR LITIGATION EXCLUSION (SPLIT DATES)-WITH THIRD PARTY

This endorsement modifies insurance provided under the following:

THE HARTFORD EMPLOYERS PREMIER CHOICE POLICY

With respect to the first \$_____ of the Limit of Liability, it is agreed that Item F. **PRIOR LITIGATION DATE**, of the Declarations Page is deleted and replaced with the following:

ITEM F PRIOR LITIGATION DATE: _____
THIRD PARTY PRIOR LITIGATION DATE: _____

With respect to the portion of the Limit of Liability which is \$___ excess of the first \$___, it is agreed that Item F, **PRIOR LITIGATION DATE**, of the Declarations Page is deleted and replaced with the following:

ITEM F PRIOR LITIGATION DATE: _____
THIRD PARTY PRIOR LITIGATION DATE: _____

With respect to the remaining portion of the Limit of Liability which is \$___ excess of the first \$___, it is agreed that Item F, **PRIOR LITIGATION DATE**, of the Declarations Page is deleted and replaced with the following:

ITEM F PRIOR LITIGATION DATE: _____
THIRD PARTY PRIOR LITIGATION DATE: _____

All other terms and conditions remain unchanged.



Neal S. Wolin, President & COO

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 DEFINITION OF EXECUTIVE OFFICER – LISTED POSITIONS

This endorsement modifies insurance provided under:

THE HARTFORD EMPLOYERS PREMIER CHOICE POLICY

I. Section II. **DEFINITIONS**, (H) "**Executive Officer**", is deleted and replaced with the following:

(H) "**Executive Officer**" means the selected **Listed Position(s)** below, or the **Company's** functional equivalent for any such title.

II. For the purpose of this endorsement, "**Listed Position(s)**" shall include the following selected position(s) of the **Company**:

- chairperson of the board of directors
- president
- chief executive officer
- chief operating officer
- chief financial officer
- general counsel; or
- other: _____

All other terms and conditions remain unchanged.



Neal S. Wolin, President & COO

ENDORSEMENT NO:

This endorsement, effective on
policy number:
issued to:
by:

forms part of

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND DEFINITION OF SUBSIDIARY - MANAGEMENT CONTROL

This endorsement modifies insurance provided under the following:

THE HARTFORD EMPLOYERS PREMIER CHOICE POLICY

1. Section II., **DEFINITIONS**, (S) "**Subsidiary**" is deleted and replaced with the following:

(S) "**Subsidiary**" means any entity:

- (1) in which and so long as the **Parent Corporation** directly or indirectly has **Management Control**; or
- (2) operated as a joint venture in which and so long as the **Parent Corporation** owns or controls, directly or indirectly, exactly fifty percent (50%) of the issued and outstanding voting stock and which, pursuant to a written agreement of the owner(s) of the remaining issued and outstanding voting stock of such entity, the **Parent Corporation** entirely controls the management and operation of such entity.

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

() "**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.

All other terms and conditions remain unchanged.



Neal S. Wolin, President & COO

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.

AMENDED OMNIBUS GLOBAL LEADERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

THE HARTFORD EMPLOYERS PREMIER CHOICE POLICY

- I. Section II., **DEFINITIONS, (G), "Employee"** is amended by adding the following:
 - () any volunteer of the **Company** in his/her capacity as such.
- II. Section IV., **DEFENSE, SETTLEMENTS AND COOPERATION, (B)** is amended by adding the following:

Notwithstanding the foregoing, the **Insureds** shall have the right to settle a **Claim** without obtaining the Insurer's prior written consent if the total amount of **Loss** (including, without limitation, **Defense Costs** and the amount of such settlement) incurred in connection with such **Claim** is 50% or less of the Retention set forth in Item D of the Declarations.
- III. Section V., **EXCLUSIONS, (A), (1)** is deleted and replaced with the following:
 - (1) for sexual assault, battery or rape if a judicial finding adverse to an **Insured** establishes such an act or omission; however, in no event shall **Defense Costs** incurred in the defense of an **Insured** in a criminal action be covered under the Policy.
- IV. Section IX. **COVERAGE EXTENSIONS** is amended by adding the following:
 - **FOREIGN PARENT EXTENSION**

Subject to its express terms and conditions, the coverage afforded by this Policy shall be extended to a **Claim** made against the foreign parent company of the **Parent Company**, provided the **Claim** is made jointly against the foreign parent and the **Company** for an **Insured's Wrongful Act**.
- V. Section X., **NOTICE, (A)** is deleted and replaced with the following:
 - (A) As a condition precedent to coverage under this policy, the **Insureds** shall report any such **Claim** or **Third Party Claim**, if applicable, to the

Insurer as soon as practicable after the General Counsel, Risk Manager or Director of Human Resources or equivalent **Employee** of the **Company** receives notice of such **Claim** or **Third Party Claim** but in no event later than sixty (60) days after the termination of the **Policy Period** or Extended Reporting **Period**, if applicable.

VI. Section **X.**, **NOTICE**, is amended by adding the following:

- **Bordereau Reporting**

Notwithstanding the requirements of Sections **X. NOTICE (A)** and **(C)**, the **Company** shall provide to the Insurer within sixty (60) days of the inception date of the **Policy Period** set forth in Item B of the Declarations a bordereau report of all **Claims** and **Third Party Claims** first made against any **Insured** during the **Policy Period**. Such bordereau report shall be updated semi-annually thereafter.

As a condition precedent to coverage, all **Claims** and **Third Party Claims** first made during the **Policy Period** or Extended Reporting Period must be reported within the **Policy Period** or Extended Reporting Period but in no event later than sixty (60) days after the termination of the **Policy Period** or Extended Reporting Period whether reported on a bordereau or separately-reported basis. Whether by bordereau or separate reporting, notice shall not be effective until received by the Insurer.

The bordereau report shall be sent to Hartford Financial Products, 2 Park Ave., New York, N.Y. 10016, Attn: EPL Claims Department.

Contents of the Bordereau

The bordereau shall include the following information with respect to each **Claim** listed on such bordereau:

- a. The identity of the claimant (specify if representative or class action).
- b. The date the **Claim** was first made against any **Insured**.
- c. A brief description of the nature of the **Claim** (e.g., "alleged wrongful termination and racial discrimination").
- d. The form of the **Claim**, as follows:
 - (i) Civil Proceeding (specify federal or state court venue),
 - (ii) Arbitration or mediation,
 - (iii) Administrative or regulatory proceeding (specify EEOC or parallel state agency), or
 - (iv) Written demand or notice.
- e. Claimant's monetary demand if available (to be updated semi-annually).
- f. Identity of counsel or other representative retained to defend and/or represent the **Insured(s)**, after such retention.
- g. Current status of **Claim**, including **Defense Costs** (to be updated semi-annually).

Position Statements for Bordereau Reported Claims

It is further agreed that in consideration of such bordereau reporting, the Insurer shall not issue a written position statement with respect to coverage for each **Claim** reported on the bordereau and the Insurer fully reserves all rights with respect to coverage until such time that the **Insureds** shall separately report such **Claim** as provided below. Upon request of the Insurer, the **Company** shall within

sixty (60) days of such request, subject to all the terms and conditions of the Policy, provide to the Insurer any and all information that the Insurer shall reasonably require in order to evaluate and communicate its position on coverage to the **Insured**.

Separately Reported Claims

The following matters must be separately reported pursuant to the requirements of Section **X.**, **Notice**, in addition to bordereau reporting:

- a. Any **Claim** which is brought as a class action or involves two or more claimants, including without limitation any notice of charges involving two or more claimants.
- b. Any **Claim** brought directly by any governmental agency.
- c. Any **Claim** in which incurred **Defense Costs**, or proposed settlement amounts together with **Defense Costs**, exceed fifty percent (50%) of the Retention set forth in Item D of the Declarations or \$75,000, whichever amount is less.
- d. Any **Claim** which is tendered to the Insurer for defense pursuant to Section **IV.**, **DEFENSE, SETTLEMENTS AND COOPERATION, (A)**.

At their respective options, the **Company** may elect to separately report any **Claim** whether or not such **Claim** need only be reported pursuant to the bordereau and the Insurer may at any time request full and specific reporting as to any individual **Claim** on the bordereau. Only **Claims** which are required to be separately reported pursuant to items a. through d. above, or the immediately preceding sentence, shall be subject to the terms and conditions set forth at Section **IV.**, **DEFENSE, SETTLEMENTS AND COOPERATION**, as well as all other terms and conditions of this Policy, and only from the time such reporting was required.

- VII. Section **XI.**, **GENERAL CONDITIONS, (H), CHANGES IN EXPOSURE, (1)** is deleted and replaced with the following:

(1) Acquisition or Creation of Corporation; Assets Acquisition; Assumption of Liabilities

If during the **Policy Period** the **Company**:

- (a)** acquires securities or voting rights in another entity or creates another entity that, as a result of such acquisition or creation becomes a **Subsidiary**, or
- (b)** acquires any entity by merger or consolidation with the **Company**,

then such entity and its **Insured Persons** shall be **Insureds** under this Policy (but only with respect to **Wrongful Acts** taking place after such acquisition or creation).

If the total number of existing employees of such newly created or acquired **Subsidiary** (who would otherwise qualify as **Employees** of the **Company**) is equal to or greater than (i) 20% of the total number of **Employees** of the **Company**, or (ii) 2000, whichever of (i) and (ii) is less, then the **Parent Company**, as a condition precedent to

coverage with respect to such new **Insureds**, or to coverage for **Wrongful Acts** relating to such transaction and occurring subsequent to such transaction, shall give written notice of such transaction to the Insurer as soon as practicable but in no event more 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 **Parent Company** fails to comply with such condition precedent, coverage otherwise afforded by this Section XI (H) (1) shall terminate as of ninety (90) days after the effective date of such acquisition or assumption.

- VII. Section **XI., GENERAL CONDITIONS, (B), CANCELLATION OF POLICY** is deleted and replaced with the following:

(B) CANCELLATION OF POLICY

The Insurer may cancel this Policy for non-payment of premium by sending not less than thirty (30) days notice to the **Parent Company** at its last known address. The Insurer may not otherwise cancel this Policy. The **Parent Company** may cancel this Policy by sending contemporaneous notice to the Insurer, and cancellation shall be effective upon the Insurer's receipt of such notice; provided, however, the **Parent Company** may not cancel this Policy after the effective date of the acquisition of the **Parent Company** as described in Section XI(H)(2) of this Policy. In the event the **Parent Company** cancels this Policy, the Insurer shall retain the customary short rate premium. Payment of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

- VIII. Section **XI., GENERAL CONDITIONS, (J), INSPECTION AND AUDIT** is deleted.

- IX. In the event that the Insurer offers as a no-cost option to all of its insureds, purchasing **THE HARTFORD EMPLOYERS PREMIER CHOICE POLICY**, terms and conditions that would have the effect of broadening the coverage provided by this Policy, then such terms and conditions shall be deemed incorporated into this Policy as of the date of such offer, whether or not such terms and conditions are attached as an endorsement to this Policy.

- X. If any term or condition of this Endorsement is for any reason found invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity of any remaining portion, which shall remain in full force and effect as if the invalid portion was never a part of this Endorsement when it was executed.

All other terms and conditions remain unchanged.



Neal S. Wolin, President & COO

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.

**AMENDMENT OF RETENTION TO INCLUDE CLASS ACTION AND MULTI-CLAIMANT
RETENTION – WITH THIRD PARTY**

This endorsement modifies insurance provided under the following:

THE HARTFORD EMPLOYERS PREMIER CHOICE POLICY

I. Declarations **ITEM D., RETENTION**, is deleted and replaced by the following:

ITEM D.

RETENTION	(1) \$ _____ in the aggregate each Claim , including Defense Costs , that is a class action or in which more than one claimant makes such Claim , including those multiple Claims deemed a single Claim pursuant to Section III. INTERRELATIONSHIP OF CLAIMS
	(2) \$ _____ in the aggregate each Claim , including Defense Costs , other than a Claim described in (1) above

II. If Third Party Liability Coverage is elected in **ITEM H.** of the Declarations, the Retention for Third Party Claims stated therein is deleted and replaced by the following:

THIRD PARTY RETENTION	(1) \$ _____ in the aggregate each Claim , including Defense Costs , that is a class action or in which more than one claimant makes such Claim , including those multiple Claims deemed a single Claim pursuant to Section III. INTERRELATIONSHIP OF CLAIMS
	(2) \$ _____ in the aggregate each Claim , including Defense Costs , other than a Claim described in (1) above

All other terms and conditions remain unchanged.



Neal S. Wolin, President & COO

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.

AMEND DEFINITION OF INSURED PERSON

This endorsement modifies insurance provided under:

THE HARTFORD EMPLOYERS PREMIER CHOICE

Section II., **DEFINITIONS**, (L), “**Insured Person**”, (1), is deleted and replaced with the following:

- (1) one or more natural persons who were, now are or shall hereafter be duly elected or appointed director, officer, member of the board of managers or management committee member of the **Company** or, with respect to a **Subsidiary** incorporated or formed outside the United States, their functional equivalent; and

All other terms and conditions remain unchanged.



Neal S. Wolin, President & COO

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.

AMEND CHANGES IN EXPOSURE CONDITION – ACQUISITION OF PARENT COMPANY

This endorsement modifies insurance provided under the following:

THE HARTFORD EMPLOYERS PREMIER CHOICE POLICY

Section XI. **GENERAL CONDITIONS, (H) CHANGES IN EXPOSURE, (2) Acquisition of Parent Company**, subsection (ii) shall not apply to the change in ownership as a result of the acquisition of the **Parent Company**, such acquisition effective as of: / /

All other terms and conditions remain unchanged.



Neal S. Wolin, President & COO

ENDORSEMENT NO:

This endorsement, effective 12:01am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DELETE CONSENT TO SETTLEMENT CLAUSE

This endorsement modifies insurance provided under the following:

THE HARTFORD EMPLOYERS PREMIER CHOICE POLICY

Section **IV. DEFENSE, SETTLEMENTS AND COOPERATION, (D)**, is deleted.

All other terms and conditions remain unchanged.

A handwritten signature in black ink, appearing to read "Neal Wolin". The signature is fluid and cursive, with a long vertical stroke at the end.

Neal S. Wolin, President & COO

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

forms part

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND BODILY INJURY EXCLUSION – EXCEPTION FOR EMOTIONAL DISTRESS

This endorsement modifies insurance provided under the following:

THE HARTFORD EMPLOYERS PREMIER CHOICE POLICY

Section V. **EXCLUSIONS, (A), (1)**, is deleted and replaced with the following:

- (1) for bodily injury (other than emotional distress), sickness, disease, death, abuse of process, trespass, nuisance or wrongful entry or eviction, or for injury to or destruction of any tangible property including loss of use or value thereof;

All other terms and conditions of remain unchanged.



Neal S. Wolin, President & COO

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

forms part

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND DEFINITION OF CLAIM - INDEPENDENT CONTRACTOR CLAIMS

This endorsement modifies insurance provided under the following:

THE HARTFORD EMPLOYERS PREMIER CHOICE POLICY

Section II. **DEFINITIONS, (C)**, "**Claim**", is deleted and replaced with the following:

(C) "**Claim**" means the **Insureds'** receipt of any of the following:

- (1)** a written demand for monetary or non-monetary relief, including, without limitation, a written demand for employment reinstatement;
- (2)** a complaint, counterclaim, cross-claim, petition or similar pleading filed to commence a civil proceeding;
- (3)** any notice of charges, formal investigative order or similar document commencing a formal administrative or regulatory proceeding, including, without limitation, a proceeding before the Equal Employment Opportunity Commission or similar government agency;
- (4)** a written demand for arbitration; or
- (5)** a written request to toll or waive any statute of limitations relating to a **Claim**;

brought or submitted by or on behalf of an **Employee**, an applicant for employment with the **Company** or an **Independent Contractor**;

Claim also means the **Insureds'** receipt of a notice of violation, order to show cause, or a written demand for monetary or injunctive relief in connection with an audit conducted by the Office of Federal Contract Compliance Programs;

Claim shall not mean any labor or grievance proceeding or arbitration that is subject to a collective bargaining agreement.



Neal S. Wolin, President & COO

SERFF Tracking Number: HART-125707540 State: Arkansas
Filing Company: Twin City Fire Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: FN.13HS.720.2008.02
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0010 Employment Practices Liability
Product Name: OTHER LIABILITY - THE HARTFORD EMPLOYERS PREMIER CHOICE POLICY
Project Name/Number: OTHER LIABILITY - THE HARTFORD EMPLOYERS PREMIER CHOICE POLICY /FN.13HS.720.2008.02

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: HART-125707540 State: Arkansas
Filing Company: Twin City Fire Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: FN.13HS.720.2008.02
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0010 Employment Practices Liability
Product Name: OTHER LIABILITY - THE HARTFORD EMPLOYERS PREMIER CHOICE POLICY
Project Name/Number: OTHER LIABILITY - THE HARTFORD EMPLOYERS PREMIER CHOICE POLICY /FN.13HS.720.2008.02

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 08/08/2008

Comments:

Attachments:

AR PC-FFS-1.pdf

AR PC-TD-1.pdf

Satisfied -Name: Explanatory Memo **Review Status:** Approved 08/08/2008

Comments:

Attachment:

Forms Explanatory Memo.pdf

Satisfied -Name: Forms Listing **Review Status:** Approved 08/08/2008

Comments:

Attachment:

EPLI Forms listing.pdf

Satisfied -Name: Comparisons **Review Status:** Approved 08/08/2008

Comments:

Attachment:

Bookmarked comparisons.pdf

Satisfied -Name: Arkansas Amendatory Endorsement **Review Status:** Approved 08/08/2008

Comments:

Attachment:

EP03H004000306.pdf

SERFF Tracking Number: HART-125707540 State: Arkansas
Filing Company: Twin City Fire Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: FN.13HS.720.2008.02
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0010 Employment Practices Liability
Product Name: OTHER LIABILITY - THE HARTFORD EMPLOYERS PREMIER CHOICE POLICY
Project Name/Number: OTHER LIABILITY - THE HARTFORD EMPLOYERS PREMIER CHOICE POLICY /FN.13HS.720.2008.02

Review Status:

Satisfied -Name: Arkansas Acknowledgement
Defense Cost Within Limits

Approved

08/08/2008

Comments:

Attachment:

EP03H005000306.pdf

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	FN.13HS.720.2008.02			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	N/A			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	The Hartford Employers Premier Choice Policy	EP 00 H003 02 0408	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	EP 00 H003 01 0107	
02	Amend Notice of Claim	EP 00 H012 02 1207	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	EP 00 H012 01 0107	
03	Claims Bordereau Reporting 60 days Prior to Termination of Policy Period	EP 00 H015 02 0408	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	EP 00 H015 01 0107	
04	Amend Consent to Settlement Clause - Percentage	EP 00 H052 00 0907	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Amend General Conditions - Changes in Exposure	EP 00 H053 00 0907	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Omnibus Leaders Preferred Endorsement	EP 00 H054 00 1007	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	State Amendatory Inconsistency endorsement	EP 00 H055 00 1007	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Consent to Use of Defense Counsel	EP 00 H056 00 1007	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Outside Position Liability Extension	EP 00 H057 00 1007	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Coverage for Certain Violations of ERISA	EP 00 H058 00 1007	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	FN.13HS.720.2008.02			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	N/A			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
11	Miscellaneous Changes Endorsement	EP 00 H059 00 1107	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	Amendment of Retention to Include Class Action and Multi-Claimant Retention	EP 00 H060 00 1107	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13	Amend Notice of Claim - Notice Manager	EP 00 H061 00 1107	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
14	Pending and Prior Litigation Exclusion (Split Dates) - With Third Party	EP 00 H062 00 1107	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
15	Amend Definition of Executive Officer - Listed Positions	EP 00 H063 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
16	Amend Definition of Subsidiary - Management Control	EP 00 H064 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
17	Amended Omnibus Global Leaders Endorsement	EP 00 H065 00 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
18	Amendment of Retention to Include Class Action and Multi-Claimant Retention - with Third Party	EP 00 H066 00 0208	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
19	Amend Definition of Insured Person	EP 00 H067 00 0408	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
20	Amend changes in Exposure Condition - Acquisition of Parent Company	EP 00 H068 00 0408	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	FN.13HS.720.2008.02			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	N/A			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
21	Delete Consent to Settlement Clause	EP 00 H069 00 0408	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
22	Amend Bodily Injury Exclusion Exception for Emotional Distress	EP 00 H070 00 0408	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
23	Amend Definition of Claim - Independent Contractor Claims	EP 00 H071 00 06008	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
24			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
25			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
26			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
27			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
28			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
29			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
30			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only

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

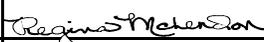
3. Group Name	Group NAIC #
Hartford Financial Services Group	00914

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

5. Company Tracking Number	FN.13HS.720.2008.02
-----------------------------------	---------------------

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

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Regina McLendon	Filing Analyst	860-547-2594	866-497-7565	regina.mclendon@thhartford.com
	Hartford Plaza, Hartford, CT 06155		860-547-	860-547-	thhartford.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Regina McLendon

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

9. Type of Insurance (TOI)	17.0000 Other Liability
10. Sub-Type of Insurance (Sub-TOI)	17.0010 Employment Practices Liability
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	The Hartford Employers Premier Choice Policy
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: upon approval Renewal: upon approval
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	6/26/08
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	FN.13HS.720.2008.02
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21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
OTHER LIABILITY - THE HARTFORD EMPLOYERS PREMIER CHOICE POLICY MISCELLANEOUS FORM FILING <u>Our Filing Number: FN.13HS.720.2008.02</u> Twin City Fire Insurance Company We are submitting a revision to our product The Hartford Employers Premier Choice Liability Policy which was approved by your Department under our Company filing number FN.13HS.720.2007.01. Attached is a forms list which identifies and describes the forms included in this submission. For your convenience, attached you will also find the revised forms with tracked changes to identify the changes made.

22. Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
Check #: EFT Amount: \$50 Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

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

THE HARTFORD EMPLOYERS PREMIER CHOICE POLICY

COUNTRYWIDE FORM EXPLANATORY

We are submitting a revision to our product The Hartford Employers Premier Choice Liability Policy which was approved by your Department under our Company filing number FN.13HS.720.2007.01. Attached is a forms list which identifies and describes the forms included in this submission.

Previously approved state amendatory will be used.

For your convenience, attached you will also find the revised forms with tracked changes to identify the changes made.

THE HARTFORD EMPLOYERS PREMIER CHOICE POLICY

	Form No.	Title	Description	Mandatory or Optional	Restricts, Broadens or Clarifies
1	EP 00 H003 02 0408	The Hartford Employers Premier Choice Policy	The policy. Replaces EP 00 H003 01 0107. Revision is made on page 8. Section VIII. (G), reference to Section X (A) has been corrected to reference Section X (B).	n/a	n/a
2	EP 00 H012 02 1207	Amend Notice of Claim	Replaces EP 00 H012 01 0107. Clarifies who must have knowledge of Claim prior to reporting within the Policy Period.	O	C
3	EP 00 H015 02 0408	Claims Bordereau Reporting 60 days Prior to Termination of Policy Period	Replaces EP 00 H015 01 0107. The endorsement amends procedure for reporting of Claims.	O	C
4	EP 00 H052 00 0907	Amend Consent to Settlement Clause - Percentage	The endorsement may be used to fill in the applicable percentage.	O	B
5	EP 00 H053 00 0907	Amend General Conditions - Changes in Exposure	The endorsement amends newly created/acquired subsidiary threshold from 20% to 30%	O	B
6	EP 00 H054 00 1007	Omnibus Leaders Preferred Endorsement	The endorsement amends various sections of the policy.	O	B
7	EP 00 H055 00 1007	State Amendatory Inconsistency endorsement	The endorsement states insurer will apply the broader coverage terms if the state amendatory restricts coverage.	O	C
8	EP 00 H056 00 1007	Consent to Use of Defense Counsel	The endorsement names specific counsel requested by the Insured for Employment matters.	O	C
9	EP 00 H057 00 1007	Outside Position Liability Extension	The endorsement provides excess coverage for Insureds Persons serving in an outside position for a non-profit entity.	O	B
10	EP 00 H058 00 1007	Coverage for Certain Violations of ERISA	The endorsement provides exclusion carve out for Section 510 of ERISA, but not for benefits paid or payable.	O	B
11	EP 00 H059 00 1107	Miscellaneous Changes endorsement	The endorsement provides broadening of coverage.	O	B
12	EP 00 H060 00 1107	Amendment of Retention to Include Class Action and Multi-Claimant Retention	The endorsement amends the declarations page to allow for a split retention.	O	C
13	EP 00 H061 00 1107	Amend Notice of Claim - Notice Manager	The endorsement restricts control group responsible for claims reporting purposes.	O	R
14	EP 00 H062 00 1107	Pending and Prior Litigation Exclusion (Split Dates) - With Third Party	The endorsement adds lines for Third Party Prior Litigation Dates in cases where the Prior Litigation Date and Third Party Litigation Date do not match up on a particular excess layer.	O	C
15	EP 00 H063 00 0108	Amend Definition of Executive Officer - Listed Positions	The endorsement provides the positions that define executive officer.	O	C
16	EP 00 H064 00 0108	Amend Definition of Subsidiary - Management Control	The endorsement expands definition of Subsidiary by changing corporation to entity as well as clarifying that the entity must be under management control as defined in the endorsement	O	B

17	EP 00 H065 00 0108	Amended Omnibus Global Leaders Endorsement	The endorsement adds volunteer dot definition of employee, grants right to insured to settle claims and incur defense costs up to 50% of the retention without consent, narrows BIPD exclusion, Foreign Parent Extension granted, amended notice to the GC, RM or Human Resources manager, added Bordereau reporting, amended the acquisition threshold to 20% of employees or 2,000, deleted inspect or audit and added liberalization clause.	O	B
18	EP 00 H066 00 0208	Amendment of Retention to Include Class Action and Multi-Claimant Retention - with Third Party	The endorsement applies split retention (for multi-party claims) to both the standard retentions and the third party retention.	O	C
19	EP 00 H067 00 0408	Amend Definition of Insured Person	The endorsement broadens definition of Insured Person by the additional language "member of the board of managers or management committee member".	O	B
20	EP 00 H068 00 0408	Amend changes in Exposure Condition - Acquisition of Parent Company	The endorsement waives the change of control trigger for a specific acquisition.	O	C
21	EP 00 H069 00 0408	Delete Consent to Settlement Clause	The endorsement deletes the settlement clause.	O	B
22	EP 00 H070 00 0408	Amend Bodily Injury Exclusion - Exception for Emotional Distress	The endorsement provides an exception for emotional distress.	O	B
23	EP 00 H071 00 0608	Amend Definition of Claim - Independent Contractor Claims	The endorsement modifies the definition of claim such that Independent Contractors may bring a claim defined by this endorsement under the Employers Premier Choice Policy.	O	B

THE HARTFORD EMPLOYERS PREMIER CHOICE POLICYSM

NOTICE - THIS IS A CLAIMS MADE AND REPORTED POLICY.

PLEASE READ IT CAREFULLY.

COVERAGE APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR APPLICABLE EXTENDED REPORTING PERIOD AND REPORTED IN WRITING TO THE COMPANY AS SOON AS PRACTICABLE BUT IN NO EVENT LATER THAN SIXTY (60) CALENDAR DAYS AFTER THE EXPIRATION DATE OF THE POLICY PERIOD OR WITHIN ANY APPLICABLE EXTENDED REPORTING PERIOD. DEFENSE COSTS ARE APPLIED AGAINST THE RETENTION. PAYMENT OF DEFENSE COSTS REDUCES THE LIMIT OF LIABILITY. UNLESS OTHERWISE PROVIDED BY WRITTEN ENDORSEMENT TO THIS POLICY, THE INSURER SHALL HAVE NO DUTY TO DEFEND ANY CLAIM.

In consideration of, and subject to, the payment of the premium stated in the Declarations, and in reliance upon the **Application**, and subject to all the terms and conditions of this Policy, the Insurer and the **Insureds** agree as follows:

I. INSURING AGREEMENTS

(A) Employment Practices Liability

The Insurer will pay on behalf of the **Insureds Loss** that the **Insureds** shall 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 **Insureds** for a **Wrongful Act** that takes place during or prior to the **Policy Period**.

(B) Third Party Liability (Elective)

If Third Party Liability Coverage is elected in Item H of the Declarations, the Insurer will pay on behalf of the **Insureds Loss** that the **Insureds** shall become legally obligated to pay as a result of a **Third Party Claim** first made against the **Insureds** during the **Policy Period**, or Extended Reporting Period, if applicable, for a **Third Party Wrongful Act** by the **Insureds** that takes place during or prior to the **Policy Period**.

This Insuring Agreement (B) is subject to the Third Party Liability Coverage Sublimit of Liability and Retention, specified in Item H of the Declarations and Third Party Prior Litigation Date specified in Item F of the Declarations. Such Sublimit of Liability is the maximum aggregate amount that the Insurer will pay for all **Loss** from all **Third Party Claims**, and is subject to, part of, and not in addition to, the Limit of Liability in Item C of the Declarations.

II. DEFINITIONS

(A) "**Application**" means the application for this Policy, including any materials or information submitted therewith, that is on file with the Insurer and shall be deemed a part of and attached to this Policy, as if physically attached hereto. **Application** also means an application for any policy in an uninterrupted series of policies issued by the Insurer, of which this Policy is a renewal or replacement.

(B) "**Benefits**" means perquisites, fringe benefits, deferred compensation and any other form of compensation (other than salaries, wages, or bonuses as a component of a front or back pay award).

(C) "**Claim**" means the **Insureds'** receipt of any of the following:

- (1) a written demand for monetary or non-monetary relief, including, without limitation, a written demand for employment reinstatement;
- (2) a complaint, counterclaim, cross-claim, petition or similar pleading filed to commence a civil proceeding;
- (3) any notice of charges, formal investigative order or similar document commencing a formal administrative or regulatory proceeding, including, without limitation, a proceeding before the Equal Employment Opportunity Commission or similar government agency;
- (4) a written demand for arbitration; or
- (5) a written request to toll or waive any statute of limitations relating to a **Claim**;

brought or submitted by or on behalf of an **Employee** or an applicant for employment with the **Company**;

Claim also means the **Insureds'** receipt of a notice of violation, order to show cause, or a written demand for monetary or injunctive relief in connection with an audit conducted by the Office of Federal Contract Compliance Programs;

Claim shall not mean any labor or grievance proceeding or arbitration that is subject to a collective bargaining agreement.

- (D) "**Company**" means any company named in Item A of the Declarations and any **Subsidiary**.
- (E) "**Defense Costs**" means that portion of **Loss** consisting of reasonable and necessary fees, consented to by the Insurer (including attorneys' fees and experts' fees) and expenses incurred in the defense or appeal of a **Claim**, covered by this policy and the premiums for any appeal, attachment or similar bond; provided, however, that the Insurer shall have no obligation to apply for or furnish such bond. **Defense Costs** shall not include the wages, salaries, **Benefits** or expenses of any **Insured**.
- (F) "**Domestic Partner**" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law.
- (G) "**Employee**" means:
 - (1) any past, present or future employee of the **Company**, in his or her capacity as such, whether such employee is in a supervisory, co-worker, subordinate or other position, including any part-time, seasonal and temporary employee;
 - (2) any natural person who is a leased or loaned employee to the **Company**, in his or her capacity as such; provided that such natural person shall be deemed an **Employee** only if, and to the extent that, the **Company** provides indemnification to such natural person for services rendered as if they were rendered by an actual employee of the **Company** in his or her capacity as such; and
- (H) "**Executive Officer**" means the chairperson of the board of directors, president, chief executive officer, chief operating officer, chief financial officer, or general counsel of the **Company**, or the **Company's** functional equivalent for any such title.
- (I) "**Independent Contractor**" means any natural person working in the capacity of an independent contractor pursuant to an **Independent Contractor Agreement**.
- (J) "**Independent Contractor Agreement**" means any written contract or agreement between an **Independent Contractor** and the **Company** specifying the terms and conditions of the **Company's** engagement of such **Independent Contractor**.

- (K) "Insured(s)" means one or more **Insured Persons** and the **Company**.
- (L) "Insured Persons" means:
- (1) one or more natural persons who were, now are or shall hereafter be duly elected or appointed directors or officers of the **Company** or, with respect to a **Subsidiary** incorporated outside the United States, their functional equivalent; and
 - (2) **Employees**.
 - (3) an **Independent Contractor** provided that within thirty (30) days after the date a **Claim** is first made against such **Independent Contractor** the **Company** shall agree in writing to indemnify such **Independent Contractor** for any **Loss** arising out of such **Claim**.
- (M) "Interrelated Wrongful Acts" means **Wrongful Acts** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of causally connected facts, circumstances, situations, events, transactions or causes.
- (N) "Loss" means sums that the **Insureds** are legally liable to pay solely as a result of any **Claim** covered by this Policy. **Loss** includes **Defense Costs**, compensatory damages, including front pay and back pay, settlement amounts, pre- and post-judgment interest, and legal fees and costs awarded pursuant to judgments.
- Loss** also includes punitive and exemplary damages, the multiple portion of any multiplied damage award, and liquidated damages under the Age Discrimination in Employment Act.
- Loss** shall not include:
- (1) taxes, fines or penalties imposed by law;
 - (2) non-monetary relief;
 - (3) **Benefits**;
 - (4) future compensation, including **Benefits**, for any person hired, promoted, or reinstated pursuant to a judgment, settlement, order or other resolution of a **Claim**;
 - (5) **Stock Benefits**;
 - (6) costs associated with providing any accommodations required by the Americans with Disabilities Act or any similar law;
 - (7) any other matters uninsurable pursuant to any applicable law; provided, however, that with respect to punitive, exemplary, multiple or liquidated damages, the insurability of such damages shall be governed by the internal laws of any applicable jurisdiction that most favors coverage of such damages.
- (O) "Parent Company" means the **Company** first named in Item A of the Declarations.
- (P) "Policy Period" means the period from the inception date set forth in Item B of the Declarations to the earlier of the expiration date set forth in Item B of the Declarations, or the effective date of cancellation pursuant to Section XI (B) of this Policy.
- (Q) "Retaliation" means adverse treatment of an **Employee** based upon such person:

- (1) exercising 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 "whistle blower" claim against any **Insured** under the federal False Claims Act, the Sarbanes-Oxley Act of 2002, or any similar "whistle blower" law.
- (R) "**Stock Benefits**" means any offering, plan or agreement between the **Company** and any **Employee** that grants stock, stock options, or stock appreciation rights in the **Company** to such person, including, without limitation, restricted stock or any other stock grant. **Stock Benefits** shall not include employee stock ownership plans or employee stock purchase plans.
- (S) "**Subsidiary**" means:
- (1) any corporation in which and so long as the **Parent Company** owns or controls, directly or indirectly, more than fifty percent (50%) of the outstanding stock representing the right to vote for the election of the board of directors of such corporation;
 - (2) any limited liability company in which and so long as the **Parent Company** owns or controls, directly or indirectly, the right to elect, appoint, or designate more than fifty percent (50%) of such entity's managers; and
 - (3) any corporation operated as a joint venture in which and so long as the **Parent Company** owns or controls, directly or indirectly, exactly fifty percent (50%) of the issued and outstanding voting stock and which, pursuant to a written agreement of the owner(s) of the remaining issued and outstanding voting stock of such corporation, the **Parent Company** entirely controls the management and operation of such corporation;
- (T) "**Third Party**" means any natural person who is a customer, vendor, service provider or other business invitee of the **Company**. **Third Party** shall not include any **Employee**.
- (U) "**Third Party Claim**" means any **Claim** by or on behalf of a **Third Party** that alleges a **Third Party Wrongful Act**.
- (V) "**Third Party Wrongful Act**" means actual or alleged:
- (1) discrimination against a **Third Party**, 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; or
 - (2) sexual harassment against a **Third Party**, including unwelcome sexual advances, or requests for sexual favors.
- (W) "**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, without limitation, any obligation arising from a personnel manual, employee handbook, or policy statement; or
- (6) violation of the Family and Medical Leave Act.

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

- (1) employment-related wrongful infliction of emotional distress;
- (2) failure to create, provide for or enforce adequate or consistent employment-related policies and procedures;
- (3) negligent retention, supervision, hiring or training; or
- (4) employment-related: invasion of privacy, defamation, or misrepresentation;.

III. INTERRELATIONSHIP OF CLAIMS

All **Claims** arising from **Interrelated Wrongful Acts** shall be deemed to be a single **Claim**, for all purposes under this Policy, first made on the earliest date that:

- (A) any of such **Claims** was first made, regardless of whether such date is before or during the **Policy Period**;
- (B) notice of any **Wrongful Act** alleged in any such **Claims** was given to the Insurer pursuant to Section X (B) of this Policy; or
- (C) notice of any **Wrongful Act** or circumstance alleged in any such **Claims** was given under any prior insurance policy, regardless of whether such policy was issued by the Insurer.

IV. DEFENSE, SETTLEMENTS AND COOPERATION

- (A) Unless otherwise provided by written endorsement to this Policy, the Insurer shall have no duty to defend any **Claim**. It shall be the duty of the **Insureds** to defend **Claims**; however, the **Company** may at its sole option tender to the Insurer the defense of a **Claim** for which coverage is provided under this Policy. The Insurer may accept such tender of defense, conditionally or unconditionally. Regardless of whether the Insurer accepts the tender of defense, the Insurer shall have the right to participate in the defense and settlement of any **Claim** that appears reasonably likely to involve this Policy. The Insurer may make any investigation it deems appropriate.

- (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.
- (C) Subject to the allocation provisions in Section VII of this Policy, the Insurer shall advance on behalf of the **Insureds Defense Costs** that the **Insureds** have incurred in connection with **Claims** made against them, prior to the final disposition of such **Claims**, provided always that to the extent it is established that any such **Defense Costs** are not covered under this Policy, the **Insureds**, as appropriate, agree to repay to the Insurer such non-covered **Defense Costs**.
- (D) The Insurer may, with the consent of the **Insured**, settle any **Claim** for any amount that the Insurer deems reasonable. If the **Insured** withholds consent to such settlement, the **Insured** shall be solely responsible for thirty percent (30%) of all **Defense Costs** incurred after the date the **Insured** refused to consent to such settlement, and the **Insured** shall be solely responsible for thirty percent (30%) of all **Loss**, other than **Defense Costs**, in excess of such settlement amount; provided that in no event shall the Insurer's liability under this Policy for such **Claim** exceed the remaining portion of the Aggregate Limit of Liability.
- (E) 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.

V. EXCLUSIONS

- (A) The Insurer shall not pay **Loss**:
 - (1) for bodily injury, sickness, disease, death, false arrest or imprisonment, abuse of process, malicious prosecution, trespass, nuisance or wrongful entry or eviction, or for injury to or destruction of any tangible property including loss of use thereof;
 - (2) for any actual or alleged **Wrongful Act** by **Insured Persons** of any **Subsidiary** in their capacities as such, or by any **Subsidiary**, if such **Wrongful Act** actually or allegedly occurred when such entity was not a **Subsidiary**;
 - (3) in connection with any **Claim** based upon, arising from, or in any way related to any:
 - (a) prior or pending demand, suit, or proceeding against any **Insured** as of; or
 - (b) audit initiated by the Office of Federal Contract Compliance Programs before the Prior Litigation Date and, if applicable, the Third Party Prior Litigation Date, in Item F of the Declarations, or the same or substantially similar fact, circumstance, or situation underlying or alleged in such demand, suit, proceeding, or audit;
 - (4) in connection with any **Claim** based upon, arising from, or in any way related to any fact, circumstance, or situation that, before the inception date in Item B of the Declarations, was the subject of any notice given under any other employment practices liability policy, management liability policy or other insurance policy which insures **Wrongful Acts** covered under this policy;
 - (5) in connection with any **Claim** based upon, arising from, or in any way related to the liability of others assumed by an **Insured** under any contract or agreement; provided, however, this exclusion shall not apply to liability that would have been incurred in the absence of such contract or agreement;

- (6) for breach of any **Independent Contractor Agreement**; or
 - (7) for a lockout, strike, picket line, hiring of replacement workers or similar action in connection with any labor dispute, labor negotiation or collective bargaining agreement.
- (B) The Insurer shall not pay **Loss** in connection with any **Claim** based upon, arising from, or in any way related to:
- (1) 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
 - (2) 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, the Employee Retirement Income Security Act of 1974, or any rule or regulation promulgated thereunder, or similar federal, state, local, or common laws, rules or regulations;

Provided that this exclusion shall not apply to that portion of **Loss** that represents a specific amount the **Insureds** become legally obligated to pay solely for a **Wrongful Act of Retaliation**.

- (C) The Insurer shall not pay **Loss** in connection with any **Claim** based upon, arising from, or in any way related to liability incurred for breach of any oral, written, or implied employment contract; provided however that this exclusion shall not apply to liability that would have been incurred in the absence of such contract, nor to that portion of **Loss** that represents **Defense Costs**.
- (D) Solely with respect to Insuring Agreement (B), the Insurer shall not pay **Loss** in connection with any **Third Party Claim** based upon, arising from or in any way related to any price discrimination or violation of any anti-trust law or any similar law designed to protect competition or prevent unfair trade practices.

VI. LIMITS OF LIABILITY AND RETENTION

- (A) The Insurer's aggregate Limit of Liability for all **Loss** shall be the amount specified in Item C of the Declarations whether such **Loss** is covered under one or more Insuring Agreements.
- (B) The Insurer's liability with respect to **Loss** arising from each **Claim** shall apply only to that part of **Loss** that is excess of the applicable Retention set forth in Item D of the Declarations.
- (C) **Defense Costs** shall reduce the Limit of Liability available to pay judgments or settlements.

VII. ALLOCATION

If both **Loss** covered under this Policy and loss not covered under this Policy are incurred, either because a **Claim** against an **Insured** includes both covered and non-covered matters, or because a **Claim** is made against an **Insured** and others who are not **Insureds**, the **Insureds** and the Insurer shall fairly and reasonably allocate such amount between covered **Loss** and non-covered loss based on such relative exposure of such covered and non-covered **Loss** and/or the proportionate fault of such **Insured** and others who are not **Insureds**.

If there can be an agreement between the **Insured** and the Insurer on an allocation of **Defense Costs**, the Insurer shall advance **Defense Costs** allocated to covered **Loss**. If they cannot agree on an allocation of **Loss**:

- (A) in any arbitration, suit or other proceeding, no presumption shall exist concerning what is a fair and reasonable allocation;

- (B) the Insurer shall advance **Defense Costs** that the Insurer believes to be covered under this Policy until a different allocation is negotiated, arbitrated or judicially determined; and,
- (C) the Insurer, solely 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 **Insured**, 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 a presumption with respect to the allocation of other **Loss** on account of such **Claim**.

VIII. EXTENDED REPORTING PERIOD

- (A) If the Insurer or the **Parent Company** fails or refuses to renew this Policy, or if the **Parent Company** cancels this Policy, the **Parent Company** shall have the right to elect an extension of time to report **Claims** under this Policy (the "Extended Reporting Period"); provided, however, that the Extended Reporting Period may not be elected by the **Parent Company** if this Policy is terminated by the Insurer for failure to pay any premium when due.
- (B) To elect the Extended Reporting Period, the **Parent Company** shall send a written notice of election of the Extended Reporting Period to the Insurer, together with payment of the premium therefore. The right to elect the Extended Reporting Period shall end unless the Insurer receives such notice and premium within sixty (60) days after the effective date of cancellation or non-renewal of the Policy. There shall be no right to elect the Extended Reporting Period after such time.
- (C) The premium for the Extended Reporting Period (the "Extended Reporting Period Premium") is specified in Item E of the Declarations. The Extended Reporting Period Premium shall be deemed to be fully earned at the inception of the Extended Reporting Period.
- (D) The Extended Reporting Period shall be for the duration specified in Item E of the Declarations following the end of the **Policy Period**.
- (E) Coverage during the Extended Reporting Period shall apply to **Claims** made for **Wrongful Acts** occurring prior to the earlier of (1) the **Policy Period** expiration date specified in Item B of the Declarations or (2) the effective date of any change in exposure described in Section XI(H) of this Policy. No coverage shall apply for any **Wrongful Act** occurring after such time.
- (F) There is no separate or additional Limit of Liability for the Extended Reporting Period. The Limit of Liability applicable to all **Claims** reported to the Insurer during the Extended Reporting Period shall be the remaining portion of the aggregate Limit of Liability specified in Item C of the Declarations.
- (G) Section X (AB) of this Policy shall not apply during any Extended Reporting Period.

IX. COVERAGE EXTENSIONS

(A) DEATH, INCAPACITY OR BANKRUPTCY

In the event of the death, incapacity or bankruptcy of an **Insured Person**, any **Claim** made against the estate, legal representatives, heirs or assigns of such **Insured Person** for a **Wrongful Act** of such **Insured Person** shall be deemed to be a **Claim** against such **Insured Person**.

(B) SPOUSAL/DOMESTIC PARTNER EXTENSION

- (1) Subject to its express terms and conditions, the coverage afforded by this Policy shall be extended to a **Claim** made against a person who, at the time the **Claim** is made, is a lawful spouse or **Domestic Partner** of an **Insured Person**, provided:
 - (a) the **Claim** against the spouse or **Domestic Partner** results from a **Wrongful Act** allegedly committed by the **Insured Person**; and
 - (b) the **Insured Person** and his or her spouse or **Domestic Partner** are represented by the same legal counsel in connection with such **Claim**.
- (2) This Section IX (B) shall not afford the spouse or **Domestic Partner** of an **Insured Person** any greater rights under this Policy than those afforded the **Insured Person**.
- (3) The Insurer shall not be liable under this Section IX (B) to make any payment of **Loss**, including **Defense Costs**, in connection with any **Claim** made against an **Insured Person** or the spouse or **Domestic Partner** of such **Insured Person** for any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by such spouse or **Domestic Partner**.

X. NOTICE

- (A) As a condition precedent to coverage under this policy, the **Insureds** shall report each **Claim** or **Third Party Claim**, if applicable, to the Insurer as soon as practicable but in no event later than sixty (60) days after the termination of the **Policy Period** or within the Extended Reporting Period, if applicable.
- (B) If during the **Policy Period** the **Insureds** become aware of a specific **Wrongful Act** that may reasonably be expected to give rise to a **Claim** against any **Insured**, and if such **Wrongful Act** is reported to the Insurer during the **Policy Period** in writing with particulars as to the reasons for anticipating such a **Claim**, the nature and dates of the alleged **Wrongful Act**, the alleged damages sustained, the names of potential claimants and any **Insured** involved in the alleged **Wrongful Act**, and the manner in which the **Insureds** first became aware of the specific **Wrongful Act**, then any **Claim** subsequently arising from such duly reported **Wrongful Act** shall be deemed a **Claim** first made during the **Policy Period** in which the **Wrongful Act** is first duly reported to the Insurer.
- (C) Notice of any **Claim** or specific **Wrongful Act** shall be given in writing to:

Hartford Financial Products
Claims Department
2 Park Avenue, 6th Floor
New York, New York 10016
Fax: (212) 277-0915

All notices, except for notice of a **Claim** or **Wrongful Act**, shall be given in writing to:

Hartford Financial Products
Compliance Department
2 Park Avenue, 5th Floor
New York, New York 10016

- (D) All notices under this Policy shall: (1) be in English, (2) refer to the Policy Number, (3) be given by mail, prepaid express courier (or facsimile for notice of a **Claim** or **Wrongful Act**), (4) shall be properly addressed, and (5) be effective upon receipt.

XI. GENERAL CONDITIONS

(A) TERRITORY

This Policy extends to **Wrongful Acts** taking place or **Claims** made anywhere in the world.

(B) CANCELLATION OF POLICY

The Insurer may cancel this Policy for non-payment of premium by sending not less than ten (10) days notice to the **Parent Company** at its last known address. The Insurer may not otherwise cancel this Policy. The **Parent Company** may cancel this Policy by sending contemporaneous notice to the Insurer, and cancellation shall be effective upon the Insurer's receipt of such notice; provided, however, the **Parent Company** may not cancel this Policy after the effective date of the acquisition of the **Parent Company** as described in Section XI(H)(2) of this Policy. In the event the **Parent Company** cancels this Policy, the Insurer shall retain the customary short rate premium. Payment of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

(C) SUBROGATION

In the event of any payment under this Policy, the Insurer shall be subrogated to the extent of such payment to all rights of recovery thereof, and the **Insureds** shall execute all papers required and shall do everything that may be necessary to secure and preserve such rights including the execution of such documents necessary to enable the Insurer effectively to bring suit in the name of the **Insureds** and shall do nothing to waive or prejudice such right.

(D) COMPANY AUTHORIZATION

This Policy contains all the agreements between the **Insured** and the Insurer concerning the insurance afforded. By acceptance of this Policy, the **Insureds** agree that the **Parent Company** 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 electing any Extended Reporting Period.

(E) OTHER INSURANCE

- (1) The coverage provided under this Policy shall be primary.
- (2) Notwithstanding Subsection (1) above, the coverage provided under this Policy for any **Claim** made against a temporary, leased or loaned **Employee** or an **Independent Contractor** shall be excess of the amount of any deductible, retention and limits of liability under any other policy or policies applicable to such **Claim**, whether such 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.

(F) ALTERATION, ASSIGNMENT AND TITLE LIMITATION

No change in, modification of, or assignment of interest under this Policy shall be effective except when made by written endorsement signed by an authorized representative of the Insurer. The titles and headings to the various paragraphs and sections in this Policy, including endorsements attached, are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions of the paragraphs and sections to which they relate.

(G) ACTION AGAINST INSURER

No action shall be taken against the Insurer unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, and the amount of the **Insureds'** obligation to pay shall have been finally determined either by judgment against the **Insureds** after actual trial, or by written agreement of the **Insureds**, the claimant and the Insurer. No person or organization shall have the right

under this Policy to join the Insurer as a party to any action against the **Insureds** to determine the **Insureds'** liability, nor shall the **Insureds** or their legal representative implead the Insurer.

(H) CHANGES IN EXPOSURE

(1) Acquisition or Creation of Corporation, Assets Acquisition, and Assumption of Liabilities

If before or during the **Policy Period** the **Company**:

- (a)** acquires securities or voting rights in another entity or creates another entity that, as a result of such acquisition or creation, becomes a **Subsidiary**, or
- (b)** acquires any entity by merger into or consolidation with the **Company**,

then such entity and its **Insured Persons** shall be **Insureds** under this Policy but only with respect to **Wrongful Acts** taking place after such acquisition or creation. In the event that the number of employees at the newly created or acquired **Subsidiary** increases by the lesser of 500, or twenty percent (20%) of the number of **Employees** of the **Company**, then the **Parent Company** as a condition precedent to coverage with respect to such new **Insureds**, or to coverage for **Wrongful Acts** relating to such transaction and occurring subsequent to such transaction, shall give written notice of such transaction to the Insurer as soon as practicable but in no event more than ninety (90) days after the effective date of such transaction. The Insurer may require other information, and shall be entitled to impose such additional terms, conditions and premium as it, in its absolute discretion, chooses. If the **Parent Company** fails to comply with such condition precedent, coverage otherwise afforded by this Section XI (H) (1) shall terminate ninety (90) days after the effective date of such acquisition or assumption.

(2) Acquisition of Parent Company

If during the **Policy Period** (i) the **Parent Company** merges into or consolidates with another entity such that the **Parent Company** is not the surviving entity, or (ii) another entity, or person or group of entities and/or persons acting in concert acquires stock or voting rights that result in ownership or voting control by the other entity(ies) or person(s) of more than fifty percent (50%) of the outstanding stock representing the present right to vote for the election of directors of the **Parent Company**, then coverage under this Policy shall continue until the later of:

- (a)** termination of the **Policy Period**, or
- (b)** any subsequent date to which the Insurer may agree by endorsement,

but only with respect to **Claims** for **Wrongful Acts** taking place prior to such merger, consolidation or acquisition. Any coverage extension pursuant to **(b)** above shall be conditioned upon any premium paid or to be paid under this Policy and such premium shall be deemed fully earned upon inception of such coverage extension. Any **Claim** made during such coverage extension shall be deemed to have been made during the **Policy Period** in which such merger, consolidation or acquisition occurred.

The **Parent Company** shall give written notice of such merger, consolidation or acquisition to the Insurer as soon as practicable, together with such additional information as the Insurer may reasonably require.

(3) Cessation of Subsidiaries

If before or during the **Policy Period** an entity ceases to be a **Subsidiary**, coverage with respect to such **Subsidiary** and its **Insured Persons** shall continue until termination of this Policy but

only with respect to **Claims** for **Wrongful Acts** taking place prior to the date such entity ceased to be a **Subsidiary**.

(4) Insolvency or Bankruptcy

Bankruptcy or insolvency of an **Insured** or of an **Insured's** estate shall not relieve the Insurer of any of its obligations under this Policy.

(I) REPRESENTATIONS AND SEVERABILITY

(1) The **Insureds** represent that the declarations and statements contained in the **Application** are true, accurate and complete. This Policy is issued in reliance upon the **Application**. If the **Application** contains any intentional misrepresentation, or any unintentional misrepresentation that materially affects the Insurer's acceptance of the risk under this Policy, then no coverage shall be afforded under this Policy for any **Insured** who knew on the inception date of this Policy of any such misrepresentation.

(2) For purpose of determining coverage:

(a) Knowledge possessed by any **Insured Person** shall not be imputed to any other **Insured Person**; and

(b) Knowledge possessed by an **Executive Officer**, or any person signing the **Application**, shall be imputed to the **Company**. No other person's knowledge shall be imputed to the **Company**.

(J) INSPECTION AND AUDIT

The Insurer shall be permitted but not obligated to inspect the **Company's** operations at any time. Neither the Insurer's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Insurer or others to determine or warrant that such property or operations are in compliance with any law, rule, or regulation.

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

Forms part of policy number:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND NOTICE OF CLAIM

This endorsement modifies insurance provided under the following:

THE HARTFORD EMPLOYERS PREMIER CHOICE POLICY

Section ~~I., INSURING AGREEMENT, (X., Notice A) Employment Practices Liability~~ is deleted and replaced by the following:

~~(A) — Employment Practices Liability~~

~~The Insurer will pay on behalf of the Insureds Loss which the Insureds shall become legally obligated to pay as a result of a~~As a condition precedent to coverage under this policy, the Insureds shall report each Claim first made during the Policy Period or Extended Reporting Period ~~Third Party Claim~~, if applicable, against the Insureds for a ~~Wrongful Act~~ which takes place during or prior to the Policy Period; provided, however, as a condition precedent to any such coverage, the Insureds shall report any such Claim to the Insurer as soon as practicable after the Company's general counsel, risk manager, director of human resources, chief executive officer or equivalent officer becomes aware of such Claim; but in no event later than sixty (60) days after the ~~expiration date of the~~termination of the Policy Period or within Extended Reporting Period, if applicable.

All other terms and conditions remain unchanged.



David Zwiener, President



Neal S. Wolin, President & COO

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.

CLAIMS BORDEREAU REPORTING
60 DAYS PRIOR TO TERMINATION OF POLICY PERIOD

This endorsement modifies insurance provided under the following:

THE HARTFORD EMPLOYERS PREMIER CHOICE POLICY

1. Section X., NOTICE, ~~(B)~~ is ~~deleted in its entirety and replaced with~~ amended by the addition of the following:

~~(B)~~

- **Bordereau Reporting**

Notwithstanding the requirements of ~~Section I. INSURING AGREEMENTS,~~ section X. NOTICE (A) Employment Practice Liability, and ~~Section X. NOTICE,~~ of this Policy (C), the **Company** shall provide to the Insurer on a quarterly basis a bordereau report of all **Claims** first made against any **Insured** during the **Policy Period**.

Such bordereau report shall be sent to:

Hartford Financial Products
Claims Department
2 Park Avenue, 6th Fl.
New York, NY 10016
Fax (212) 277-0915

Contents of the Bordereau

Such bordereau shall include the following information with respect to each **Claim** listed on the bordereau:

- (1) ~~Identity~~ The identity of Claimant (specify if representative or class action).
- (2) ~~Date~~ The date the Claim was first made against any **Insured**.
- (3) ~~Brief~~ A brief description of the nature of the Claim (e.g., "alleged wrongful termination and racial discrimination").
- (4) ~~Form~~ The form of the Claim, as follows:
 - (a) Litigation (specify federal or state court venue).
 - (b) Administrative proceeding (specify EEOC or parallel state agency).
 - (c) Written demand or notice.
 - (d) Other (please specify).
- (5) Claimant's monetary demand if available.

- (6) ~~Identify~~The identity of counsel or other representative retained to defend and/or represent the **Insured(s)**.
- (7) Current status of **Claim**, including Defense Costs (to be updated quarterly).

Position Statements for Bordereau Reported Claims

It is further agreed that in consideration of such bordereau reporting, the Insurer shall not issue a written position statement with respect to coverage for each **Claim** reported on the bordereau and the Insurer fully reserves all rights with respect to coverage until such time that the **Company** ~~is~~ or any **Insured** shall seek payment of **Loss** pursuant to the Policy. At such time the **Company** shall immediately provide to the Insurer any and all information that the Insurer shall reasonably require and request in order to evaluate and communicate its position on coverage to the **Insured(s)**.

Separately Reported Claims

The following types of **Claims** must be reported separately pursuant to the requirements of ~~Section I. INSURING AGREEMENTS, (A) Employment Practices Liability, and Section~~section X. NOTICE, in addition to bordereau reporting:

- (1) Any **Claim** that is brought as a class action or involves ~~multiple~~two or more claimants, including without limitation any notice of charges involving two or more claimants.
- (2) At such time that total **Loss**, inclusive of the Retention and **Defense Costs**, in connection with any **Claim** exceeds fifty percent (50%) of the Retention, set forth in Item D of the Declarations or \$150,000, whichever amount is less.

At their respective options, the **Company** may elect to individually report any other **Claim** apart from the bordereau and the Insurer may at any time request full and specific reporting as to an individual **Claim** on a bordereau. Whether by bordereau or individual reporting, notice shall not be effective until received by the Insurer.

All other terms and conditions remain unchanged.



David Zwiener, President



Neal S. Wolin, President & COO

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:

EMPLOYERS PREMIER CHOICE POLICY

I. SECTION VIII. EXTENDED REPORTING PERIODS

- A.** The following introduction is added following Section **VIII., EXTENDED REPORTING PERIOD:**

When coverage is canceled or non-renewed, the Insurer will provide an automatic extended reporting period coverage of sixty (60) days at no charge.

The automatic extended reporting period does not apply to claims that are covered under any subsequent insurance the **Parent Company** purchases, or that would be covered but for exhaustion of the amount insurance applicable to such claims.

The automatic extended reporting period does not reinstate or increase the limit of liability.

Insurer will advise the **Parent Company** in writing of the automatic extended reporting period coverage and the availability of, the premium for, and the importance of purchasing additional extended reporting period coverage. The additional extended reporting period premium shall be based upon the rates for such coverage in effect on the later of the date the policy was issued or last renewed.

- B.** Paragraph **(F)** is deleted and replaced as follows:

(F) The limit of liability for the extended reporting period shall be equal to the greater of:

- a. the amount of limits remaining at policy termination; or
- b. fifty percent (50%) of the limit of liability as shown in the Declarations.

The applicable retention shown on the Declarations will apply separately to each **claim** reported under any extended reporting period.

None of the extended reporting periods are cancelable or renewable. The additional premium for the extended reporting period is fully earned at the inception of the extended reporting period.

All other terms and conditions remain unchanged.

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 COSTS WITHIN LIMITS

This endorsement modifies insurance provided under the following:

EMPLOYERS PREMIER CHOICE POLICY

I understand and acknowledge that the attached policy contains a Defense Costs 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