

SERFF Tracking Number: HART-125801133 State: Arkansas
 Filing Company: Twin City Fire Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: FN.13HS.701.2008.02
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability
 Product Name: THE HARTFORD D&O PREMIER DEFENSE PROGRAM
 Project Name/Number: THE HARTFORD D&O PREMIER DEFENSE PROGRAM/FN.13HS.701.2008.02

Filing at a Glance

Company: Twin City Fire Insurance Company
 Product Name: THE HARTFORD D&O PREMIER DEFENSE PROGRAM
 TOI: 17.0 Other Liability - Claims Made/Occurrence
 Sub-TOI: 17.0006 Directors & Officers Liability
 Filing Type: Form
 Effective Date Requested (New): On Approval
 Effective Date Requested (Renewal): On Approval
 State Filing Description:

SERFF Tr Num: HART-125801133 State: Arkansas
 SERFF Status: Closed State Tr Num: EFT \$50
 Co Tr Num: FN.13HS.701.2008.02 State Status: Fees verified and received
 Co Status: Initial Filing Reviewer(s): Betty Montesi, Edith Roberts
 Author: Elsie Rodriguez Disposition Date: 09/10/2008
 Date Submitted: 09/03/2008 Disposition Status: Approved
 Effective Date (New):
 Effective Date (Renewal):

General Information

Project Name: THE HARTFORD D&O PREMIER DEFENSE PROGRAM
 Project Number: FN.13HS.701.2008.02
 Reference Organization: N/A
 Reference Title: N/A
 Filing Status Changed: 09/10/2008
 State Status Changed: 09/10/2008
 Corresponding Filing Tracking Number:
 Filing Description:
 OTHER LIABILITY - THE HARTFORD D&O PREMIER DEFENSE PROGRAM
 FORMS FILING

Status of Filing in Domicile: Pending
 Domicile Status Comments: Forms recently filed in our domicile state Indiana.
 Reference Number: N/A
 Advisory Org. Circular: N/A
 Deemer Date:

Enclosed for your review and approval are thirty-six (36) revised and one (1) new form(s) to be used with The Hartford

SERFF Tracking Number: HART-125801133 State: Arkansas
 Filing Company: Twin City Fire Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: FN.13HS.701.2008.02
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability
 Product Name: THE HARTFORD D&O PREMIER DEFENSE PROGRAM
 Project Name/Number: THE HARTFORD D&O PREMIER DEFENSE PROGRAM/FN.13HS.701.2008.02

D&O Premier Defense Product, currently filed as The Hartford Directors, Officers and Entity Liability Insurance Program, under Filing Number: FN.13HS.701.2008.01 - SERFF TRACKING NO: HART-125663382.

Company and Contact

Filing Contact Information

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

Filing Company Information

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

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: \$50 FLAT FEE - FORMS
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Twin City Fire Insurance Company	\$50.00	09/03/2008	22260386

SERFF Tracking Number: HART-125801133 State: Arkansas
Filing Company: Twin City Fire Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: FN.13HS.701.2008.02
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability
Product Name: THE HARTFORD D&O PREMIER DEFENSE PROGRAM
Project Name/Number: THE HARTFORD D&O PREMIER DEFENSE PROGRAM/FN.13HS.701.2008.02

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	09/10/2008	09/10/2008

SERFF Tracking Number: HART-125801133 State: Arkansas
 Filing Company: Twin City Fire Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: FN.13HS.701.2008.02
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability
 Product Name: THE HARTFORD D&O PREMIER DEFENSE PROGRAM
 Project Name/Number: THE HARTFORD D&O PREMIER DEFENSE PROGRAM/FN.13HS.701.2008.02

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	EXPLANATORY MEMORANDUM	Approved	Yes
Supporting Document	FORMS LIST	Approved	Yes
Supporting Document	TRACK CHANGES	Approved	Yes
Form	Civil Monetary Penalties Coverage	Approved	Yes
Form	Prior Or Pending Litigation Exclusion (Limitation To D&O Claims Only)	Approved	Yes
Form	Failure to Maintain Insurance Exclusion	Approved	Yes
Form	Directors, Officers And Company Wrongful Practices Exclusion	Approved	Yes
Form	Mutual Fund Wrongful Practices Exclusion	Approved	Yes
Form	Excluded Entity Endorsement	Approved	Yes
Form	Amend Consent and Cooperation Section to Permit Settlement by the Insured Within the Retention	Approved	Yes
Form	Prior Wrongful Acts Exclusion	Approved	Yes
Form	Major Shareholder Exclusion	Approved	Yes
Form	Medical Incident Exclusion	Approved	Yes
Form	Parent Exclusion	Approved	Yes
Form	Specific Litigation Exclusion	Approved	Yes
Form	General Professional E&O Exclusion	Approved	Yes
Form	Related Party Exclusion	Approved	Yes
Form	Professional Errors And Omissions Exclusion	Approved	Yes
Form	Partnership And Joint Venture Exclusion	Approved	Yes
Form	Franchise Exclusion	Approved	Yes
Form	Subsidiary Exclusion	Approved	Yes
Form	Medical Malpractice Exclusion	Approved	Yes
Form	Classified Loan Exclusion	Approved	Yes
Form	Insider Loans Exclusion	Approved	Yes
Form	Financial Insolvency Exclusion	Approved	Yes

SERFF Tracking Number: HART-125801133 State: Arkansas
 Filing Company: Twin City Fire Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: FN.13HS.701.2008.02
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability
 Product Name: THE HARTFORD D&O PREMIER DEFENSE PROGRAM
 Project Name/Number: THE HARTFORD D&O PREMIER DEFENSE PROGRAM/FN.13HS.701.2008.02

Form	Insurance Regulatory Exclusion	Approved	Yes
Form	Prior Charge Off Exclusion	Approved	Yes
Form	Regulatory Exclusion	Approved	Yes
Form	Third Party Insolvency Exclusion	Approved	Yes
Form	Absolute Tie In Limits Endorsement	Approved	Yes
Form	Outside For-Profit Position Extension - Triple Excess	Approved	Yes
Form	Family Exclusion	Approved	Yes
Form	Fully-Earned Premium	Approved	Yes
Form	General Partner/Partnership Manager/Joint Venture Manager Exclusion	Approved	Yes
Form	Initial Public Equity Offering Exclusion	Approved	Yes
Form	Known Wrongful Acts Exclusion	Approved	Yes
Form	Run-Off Coverage	Approved	Yes
Form	Specific Individual Exclusion	Approved	Yes
Form	Specific Organization Exclusion	Approved	Yes
Form	Co-Insurance Endorsement	Approved	Yes

SERFF Tracking Number: HART-125801133 State: Arkansas
 Filing Company: Twin City Fire Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: FN.13HS.701.2008.02
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability
 Product Name: THE HARTFORD D&O PREMIER DEFENSE PROGRAM
 Project Name/Number: THE HARTFORD D&O PREMIER DEFENSE PROGRAM/FN.13HS.701.2008.02

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Civil Monetary Penalties Coverage	DD 00 H011 01 0708		Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 DD 00 H011 00 0108 Previous Filing #: FN.13HS.701.2008.01		DD00H0110 1.pdf
Approved	Prior Or Pending Litigation Exclusion (Limitation To D&O Claims Only)	DD 00 H012 01 0708		Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 DD 00 H012 00 0108 Previous Filing #: FN.13HS.701.2008.01		DD00H0120 1.pdf
Approved	Failure to Maintain Insurance Exclusion	DD 00 H016 01 0708		Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 DD 00 H016 00 0108 Previous Filing #: FN.13HS.701.2008.01		DD00H0160 1.pdf
Approved	Directors, Officers And Company Wrongful Practices Exclusion	DD 00 H019 01 0708		Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 DD 00 H019 00 0108 Previous Filing #: FN.13HS.701.2008.01		DD00H0190 1.pdf
Approved	Mutual Fund Wrongful Practices Exclusion	DD 00 H020 01 0708		Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 DD 00 H020 00 0108 Previous Filing #: FN.13HS.701.2008.01		DD00H0200 1.pdf
Approved	Excluded Entity Endorsement	DD 00 H021 01 0708		Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 DD 00 H021 00 0108		DD00H0210 1.pdf

SERFF Tracking Number: HART-125801133 State: Arkansas
 Filing Company: Twin City Fire Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: FN.13HS.701.2008.02
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability
 Product Name: THE HARTFORD D&O PREMIER DEFENSE PROGRAM
 Project Name/Number: THE HARTFORD D&O PREMIER DEFENSE PROGRAM/FN.13HS.701.2008.02

			ons	Previous Filing #:	
Approved	Amend Consent and Cooperation Section to Permit Settlement by the Insured Within the Retention	DD 00 H025 01 0708	Endorsement/Amendment/Conditions	Replaced Form #:0.00 DD 00 H025 00 0108 Previous Filing #: FN.13HS.701.20 08.01	DD00H0250 1.pdf
Approved	Prior Wrongful Acts Exclusion	DD 00 H026 01 0708	Endorsement/Amendment/Conditions	Replaced Form #:0.00 DD 00 H026 00 0108 Previous Filing #: FN.13HS.701.20 08.01	DD00H0260 1.pdf
Approved	Major Shareholder Exclusion	DD 00 H027 01 0708	Endorsement/Amendment/Conditions	Replaced Form #:0.00 DD 00 H027 00 0108 Previous Filing #: FN.13HS.701.20 08.01	DD00H0270 1.pdf
Approved	Medical Incident Exclusion	DD 00 H028 01 0708	Endorsement/Amendment/Conditions	Replaced Form #:0.00 DD 00 H028 00 0108 Previous Filing #: FN.13HS.701.20 08.01	DD00H0280 1.pdf
Approved	Parent Exclusion	DD 00 H029 01 0708	Endorsement/Amendment/Conditions	Replaced Form #:0.00 DD 00 H029 00 0108 Previous Filing #: FN.13HS.701.20 08.01	DD00H0290 1.pdf
Approved	Specific Litigation Exclusion	DD 00 H030 01 0708	Endorsement/Amendment/Conditions	Replaced Form #:0.00 DD 00 H030 00 0108 Previous Filing #: FN.13HS.701.20	DD00H0300 1.pdf

SERFF Tracking Number: HART-125801133 State: Arkansas
 Filing Company: Twin City Fire Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: FN.13HS.701.2008.02
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability
 Product Name: THE HARTFORD D&O PREMIER DEFENSE PROGRAM
 Project Name/Number: THE HARTFORD D&O PREMIER DEFENSE PROGRAM/FN.13HS.701.2008.02

08.01					
Approved	General	DD 00	Endorseme Replaced	Replaced Form #:0.00	DD00H0310
	Professional E&OH031 01		nt/Amendm	DD 00 H031 00	1.pdf
	Exclusion 0708		ent/Condi	0108	
			ons	Previous Filing #:	
				FN.13HS.701.20	
				08.01	
Approved	Related Party	DD 00	Endorseme Replaced	Replaced Form #:0.00	DD00H0320
	Exclusion H032 01		nt/Amendm	DD 00 H032 00	1.pdf
	0708		ent/Condi	0108	
			ons	Previous Filing #:	
				FN.13HS.701.20	
				08.01	
Approved	Professional	DD 00	Endorseme Replaced	Replaced Form #:0.00	DD00H0330
	Errors And H033 01		nt/Amendm	DD 00 H033 00	1.pdf
	Omissions 0708		ent/Condi	0108	
	Exclusion		ons	Previous Filing #:	
				FN.13HS.701.20	
				08.01	
Approved	Partnership And	DD 00	Endorseme Replaced	Replaced Form #:0.00	DD00H0340
	Joint Venture H034 01		nt/Amendm	DD 00 H034 00	1.pdf
	Exclusion 0708		ent/Condi	0108	
			ons	Previous Filing #:	
				FN.13HS.701.20	
				08.01	
Approved	Franchise	DD 00	Endorseme Replaced	Replaced Form #:0.00	DD00H0350
	Exclusion H035 01		nt/Amendm	DD 00 H035 00	1.pdf
	0708		ent/Condi	0108	
			ons	Previous Filing #:	
				FN.13HS.701.20	
				08.01	
Approved	Subsidiary	DD 00	Endorseme Replaced	Replaced Form #:0.00	DD00H0360
	Exclusion H036 01		nt/Amendm	DD 00 H036 00	1.pdf
	0708		ent/Condi	0108	
			ons	Previous Filing #:	
				FN.13HS.701.20	
				08.01	
Approved	Medical	DD 00	Endorseme Replaced	Replaced Form #:0.00	DD00H0370

SERFF Tracking Number: HART-125801133 State: Arkansas
 Filing Company: Twin City Fire Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: FN.13HS.701.2008.02
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability
 Product Name: THE HARTFORD D&O PREMIER DEFENSE PROGRAM
 Project Name/Number: THE HARTFORD D&O PREMIER DEFENSE PROGRAM/FN.13HS.701.2008.02

	Malpractice	H037 01	nt/Amendm	DD 00 H037 00	1.pdf
	Exclusion	0708	ent/Condi ons	0108 Previous Filing #: FN.13HS.701.20 08.01	
Approved	Classified Loan	DD 00	Endorseme Replaced	Replaced Form #:0.00	DD00H0380
	Exclusion	H038 01 0708	nt/Amendm ent/Condi ons	DD 00 H038 00 0108 Previous Filing #: FN.13HS.701.20 08.01	1.pdf
Approved	Insider Loans	DD 00	Endorseme Replaced	Replaced Form #:0.00	DD00H0390
	Exclusion	H039 01 0708	nt/Amendm ent/Condi ons	DD 00 H039 00 0108 Previous Filing #: FN.13HS.701.20 08.01	1.pdf
Approved	Financial	DD 00	Endorseme Replaced	Replaced Form #:0.00	DD00H0400
	Insolvency	H040 01	nt/Amendm	DD 00 H040 00	1.pdf
	Exclusion	0708	ent/Condi ons	0108 Previous Filing #: FN.13HS.701.20 08.01	
Approved	Insurance	DD 00	Endorseme Replaced	Replaced Form #:0.00	DD00H0410
	Regulatory	H041 01	nt/Amendm	DD 00 H041 00	1.pdf
	Exclusion	0708	ent/Condi ons	0108 Previous Filing #: FN.13HS.701.20 08.01	
Approved	Prior Charge Off	DD 00	Endorseme Replaced	Replaced Form #:0.00	DD00H0420
	Exclusion	H042 01 0708	nt/Amendm ent/Condi ons	DD 00 H042 00 0108 Previous Filing #: FN.13HS.701.20 08.01	1.pdf
Approved	Regulatory	DD 00	Endorseme Replaced	Replaced Form #:0.00	DD00H0430
	Exclusion	H043 01 0708	nt/Amendm ent/Condi	DD 00 H043 00 0108	1.pdf

SERFF Tracking Number: HART-125801133 State: Arkansas
 Filing Company: Twin City Fire Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: FN.13HS.701.2008.02
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability
 Product Name: THE HARTFORD D&O PREMIER DEFENSE PROGRAM
 Project Name/Number: THE HARTFORD D&O PREMIER DEFENSE PROGRAM/FN.13HS.701.2008.02

Approval	Description	Code	Endorsement/Condition	Form #	File Name
Approved	Third Party Insolvency Exclusion	DD 00 H044 01 0708	Endorsement/Condition	Replaced Form #:0.00 DD 00 H044 00 0108	DD00H0440 1.pdf
Approved	Absolute Tie In Limits Endorsement	DD 00 H046 01 0708	Endorsement/Condition	Replaced Form #:0.00 DD 00 H046 00 0108	DD00H0460 1.pdf
Approved	Outside For-Profit Position Extension - Triple Excess	DD 00 H047 01 0708	Endorsement/Condition	Replaced Form #:0.00 DD 00 H047 00 0108	DD00H0470 1.pdf
Approved	Family Exclusion	DD 00 H061 01 0708	Endorsement/Condition	Replaced Form #:0.00 DD 00 H061 00 0108	DD00H0610 1.pdf
Approved	Fully-Earned Premium	DD 00 H062 01 0708	Endorsement/Condition	Replaced Form #:0.00 DD 00 H062 00 0108	DD00H0620 1.pdf
Approved	General Partner/Partnership Manager/Joint Venture Manager Exclusion	DD 00 H063 01 0708	Endorsement/Condition	Replaced Form #:0.00 DD 00 H063 00 0108	DD00H0630 1.pdf

SERFF Tracking Number: HART-125801133 State: Arkansas
 Filing Company: Twin City Fire Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: FN.13HS.701.2008.02
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability
 Product Name: THE HARTFORD D&O PREMIER DEFENSE PROGRAM
 Project Name/Number: THE HARTFORD D&O PREMIER DEFENSE PROGRAM/FN.13HS.701.2008.02

08.01

Approved	Initial Public Equity Offering Exclusion	DD 00 H064 01 0708	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 DD 00 H064 00 0108 Previous Filing #: FN.13HS.701.20 08.01	DD00H0640 1.pdf
Approved	Known Wrongful Acts Exclusion	DD 00 H065 01 0708	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 DD 00 H065 00 0108 Previous Filing #: FN.13HS.701.20 08.01	DD00H0650 1.pdf
Approved	Run-Off Coverage	DD 00 H066 01 0708	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 DD 00 H066 00 0108 Previous Filing #: FN.13HS.701.20 08.01	DD00H0660 1.pdf
Approved	Specific Individual Exclusion	DD 00 H067 01 0708	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 DD 00 H067 00 0108 Previous Filing #: FN.13HS.701.20 08.01	DD00H0670 1.pdf
Approved	Specific Organization Exclusion	DD 00 H068 01 0708	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 DD 00 H068 00 0108 Previous Filing #: FN.13HS.701.20 08.01	DD00H0680 1.pdf
Approved	Co-Insurance Endorsement	DD 00 H069 00 0708	Endorseme New nt/Amendm ent/Condi ons	0.00	DD00H069.p df

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.

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

This endorsement modifies insurance provided under:

THE HARTFORD D&O PREMIER DEFENSESM POLICY

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

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

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under:

THE HARTFORD D&O PREMIER DEFENSESM POLICY

Section **V. EXCLUSIONS, (B) EXCLUSIONS WITHOUT EXCEPTIONS, (1)** is deleted and replaced by the following:

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

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

forms a part

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FAILURE TO MAINTAIN INSURANCE EXCLUSION

This endorsement modifies insurance provided under the following:

THE HARTFORD D&O PREMIER DEFENSESM POLICY

Section **V. EXCLUSIONS, (B) EXCLUSIONS WITHOUT EXCEPTIONS** is amended by the addition of the following:

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

All other terms and conditions remain unchanged.

Authorized Representative

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

Forms part of

policy number:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DIRECTORS, OFFICERS AND COMPANY WRONGFUL PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

THE HARTFORD D&O PREMIER DEFENSESM POLICY

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

- **"Bid Rigging"** means the knowing participation by the **Insured** in a scheme in which an agent and/or broker obtains a **Fictitious Quote** (whether or not from the **Insured**) in order to create the false appearance of competition among insurance companies for the business being quoted, or otherwise conspires or acts in concert with other parties to achieve such a result.
- **"Fictitious Quote"** means a **Quote** by an insurance company that is deliberately and artificially inflated and is designed to steer business to a particular insurance company in consideration of the insurance company's participation in either **Bid Rigging** or the payment of **Wrongful Contingent Commissions**.
- **"Quote"** means an oral or written offer or proposal to provide insurance.
- **"Wrongful Contingent Commissions"** mean commissions paid pursuant to an agreement between the **Insured** and an agent and/or broker that remunerates the agent and/or broker on an aggregate basis for placing or maintaining business with the **Insured**, which, to the knowledge of the Insured, has induced such agent and/or broker to breach its fiduciary, statutory, regulatory and/or contractual duties owed to its clients or has created an unreasonable restraint on trade or competition.

II. Section V. **EXCLUSIONS, (B) EXCLUSIONS WITHOUT EXCEPTIONS** is amended by the addition of the following:

- any **Claim** for based upon, arising from, or in any way related to the actual or alleged use of or participation in:
 - (1) **Bid Rigging;**
 - (2) a **Fictitious Quote;** or
 - (3) **Wrongful Contingent Commissions.**

All other terms and conditions remain unchanged.

Authorized Representative

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

Forms part of

policy number:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MUTUAL FUND WRONGFUL PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

THE HARTFORD D&O PREMIER DEFENSESM POLICY

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

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

II. Section **V. EXCLUSIONS, (B) EXCLUSIONS WITHOUT EXCEPTIONS** is amended by the addition of the following:

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms a part

of policy number:

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUDED ENTITY ENDORSEMENT

This endorsement modifies insurance provided under:

THE HARTFORD D&O PREMIER DEFENSESM POLICY

Section **V. EXCLUSIONS, (B) EXCLUSIONS WITHOUT EXCEPTIONS** is amended by the addition of the following:

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part of

policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

THE HARTFORD D&O PREMIER DEFENSESM POLICY

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

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

The notice provisions set forth in Section **IV. NOTICES** shall apply to all **Wrongful Acts** and/or **Claims** regardless of the amount of **Loss**.

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIOR WRONGFUL ACTS EXCLUSION

This endorsement modifies insurance provided under the following:

THE HARTFORD D&O PREMIER DEFENSEsm POLICY

Section **V. EXCLUSIONS, (B) EXCLUSIONS WITHOUT EXCEPTIONS** is amended by the addition of the following:

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MAJOR SHAREHOLDER EXCLUSION

This endorsement modifies insurance provided under the following:

THE HARTFORD D&O PREMIER DEFENSEsm POLICY

Section **V. EXCLUSIONS, (B) EXCLUSIONS WITHOUT EXCEPTIONS** is amended by the addition of the following:

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEDICAL INCIDENT EXCLUSION

This endorsement modifies insurance provided under the following:

THE HARTFORD D&O PREMIER DEFENSESM POLICY

Section **V. EXCLUSIONS, (B) EXCLUSIONS WITHOUT EXCEPTIONS** is amended by the addition of the following:

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

- (h) offering of any advice by the **Entity** and/or its **Directors** and/or **Officers** in connection with any of the above.

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PARENT EXCLUSION

This endorsement modifies insurance provided under the following:

THE HARTFORD D&O PREMIER DEFENSEsm POLICY

Section **V. EXCLUSIONS, (B) EXCLUSIONS WITHOUT EXCEPTIONS** is amended by the addition of the following:

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIC LITIGATION EXCLUSION

This endorsement modifies insurance provided under the following:

THE HARTFORD D&O PREMIER DEFENSEsm POLICY

Section **V. EXCLUSIONS, (B) EXCLUSIONS WITHOUT EXCEPTIONS** is amended by the addition of the following:

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

[insert name of specific litigation pending against insured],

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL PROFESSIONAL E&O EXCLUSION

This endorsement modifies insurance provided under the following:

THE HARTFORD D&O PREMIER DEFENSEsm POLICY

Section **V. EXCLUSIONS, (B) EXCLUSIONS WITHOUT EXCEPTIONS** is amended by the addition of the following:

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RELATED PARTY EXCLUSION

This endorsement modifies insurance provided under the following:

THE HARTFORD D&O PREMIER DEFENSEsm POLICY

Section **V. EXCLUSIONS, (B) EXCLUSIONS WITHOUT EXCEPTIONS** is amended by the addition of the following:

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL ERRORS AND OMISSIONS EXCLUSION

This endorsement modifies insurance provided under the following:

THE HARTFORD D&O PREMIER DEFENSESM POLICY

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

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

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

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

manage such professional services, or based on any improper disclosure or nondisclosure of material information relating to such professional services.

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PARTNERSHIP AND JOINT VENTURE EXCLUSION

This endorsement modifies insurance provided under the following:

THE HARTFORD D&O PREMIER DEFENSEsm POLICY

Section **V. EXCLUSIONS, (B) EXCLUSIONS WITHOUT EXCEPTIONS** is amended by the addition of the following:

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FRANCHISE EXCLUSION

This endorsement modifies insurance provided under the following:

THE HARTFORD D&O PREMIER DEFENSEsm POLICY

Section **V. EXCLUSIONS, (B) EXCLUSIONS WITHOUT EXCEPTIONS** is amended by the addition of the following:

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUBSIDIARY EXCLUSION

This endorsement modifies insurance provided under the following:

THE HARTFORD D&O PREMIER DEFENSESM POLICY

Section **V. EXCLUSIONS, (B) EXCLUSIONS WITHOUT EXCEPTIONS** is amended by the addition of the following:

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEDICAL MALPRACTICE EXCLUSION

This endorsement modifies insurance provided under the following:

THE HARTFORD D&O PREMIER DEFENSEsm POLICY

Section **V. EXCLUSIONS, (B) EXCLUSIONS WITHOUT EXCEPTIONS** is amended by the addition of the following:

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CLASSIFIED LOAN EXCLUSION

This endorsement modifies insurance provided under the following:

THE HARTFORD D&O PREMIER DEFENSEsm POLICY

Section **V. EXCLUSIONS, (B) EXCLUSIONS WITHOUT EXCEPTIONS** is amended by the addition of the following:

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSIDER LOANS EXCLUSION

This endorsement modifies insurance provided under the following:

THE HARTFORD D&O PREMIER DEFENSEsm POLICY

Section **V. EXCLUSIONS, (B) EXCLUSIONS WITHOUT EXCEPTIONS** is amended by the addition of the following:

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FINANCIAL INSOLVENCY EXCLUSION

This endorsement modifies insurance provided under the following:

THE HARTFORD D&O PREMIER DEFENSEsm POLICY

Section **V. EXCLUSIONS, (B) EXCLUSIONS WITHOUT EXCEPTIONS** is amended by the addition of the following:

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE REGULATORY EXCLUSION

This endorsement modifies insurance provided under the following:

THE HARTFORD D&O PREMIER DEFENSESM POLICY

Section **V. EXCLUSIONS, (B) EXCLUSIONS WITHOUT EXCEPTIONS** is amended by the addition of the following:

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIOR CHARGE OFF EXCLUSION

This endorsement modifies insurance provided under the following:

THE HARTFORD D&O PREMIER DEFENSEsm POLICY

Section **V. EXCLUSIONS, (B) EXCLUSIONS WITHOUT EXCEPTIONS** is amended by the addition of the following:

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

REGULATORY EXCLUSION

This endorsement modifies insurance provided under the following:

THE HARTFORD D&O PREMIER DEFENSESM POLICY

Section **V. EXCLUSIONS, (B) EXCLUSIONS WITHOUT EXCEPTIONS** is amended by the addition of the following:

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIRD PARTY INSOLVENCY EXCLUSION

This endorsement modifies insurance provided under the following:

THE HARTFORD D&O PREMIER DEFENSEsm POLICY

Section **V. EXCLUSIONS, (B) EXCLUSIONS WITHOUT EXCEPTIONS** is amended by the addition of the following:

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE TIE IN LIMITS ENDORSEMENT

THE HARTFORD D&O PREMIER DEFENSEsm POLICY

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

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OUTSIDE FOR-PROFIT POSITION EXTENSION - TRIPLE EXCESS

This endorsement modifies insurance provided under:

THE HARTFORD D&O PREMIER DEFENSESM POLICY

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

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

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

All other terms and conditions of remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FAMILY EXCLUSION

This endorsement modifies insurance provided under:

THE HARTFORD D&O PREMIER DEFENSESM POLICY

Section **V. EXCLUSIONS, (B) EXCLUSIONS WITHOUT EXCEPTIONS**, is amended by the addition of the following:

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

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FULLY-EARNED PREMIUM

This endorsement modifies insurance provided under:

THE HARTFORD D&O PREMIER DEFENSESM POLICY

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

- **FULLY-EARNED PREMIUM**

Notwithstanding the cancellation provision of this Policy, the entire premium for this Policy shall be deemed fully earned upon the making of a **Claim** or **Derivative Demand** against an **Insured** or the Insurer's receipt of notice of a potential **Claim** as described in Section IV. NOTICES.

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

THE HARTFORD D&O PREMIER DEFENSESM POLICY

Section **V. EXCLUSIONS, (B) EXCLUSIONS WITHOUT EXCEPTIONS** is amended by the addition of the following:

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INITIAL PUBLIC EQUITY OFFERING EXCLUSION

This endorsement modifies insurance provided under:

THE HARTFORD D&O PREMIER DEFENSESM POLICY

Section **V. EXCLUSIONS, (B) EXCLUSIONS WITHOUT EXCEPTIONS**, is amended by the addition of the following:

- any **Claim**, for, based upon, arising from, or in any way related to the initial public offering of the **Entity's** common or preferred stock (including any associated warrants or options) and/or any registration statement or prospectus related thereto.

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KNOWN WRONGFUL ACTS EXCLUSION

This endorsement modifies insurance provided under:

THE HARTFORD D&O PREMIER DEFENSEsm POLICY

Section **V. EXCLUSIONS, (B) EXCLUSIONS WITHOUT EXCEPTIONS**, is amended by the addition of the following:

- for, based upon, arising from, or in any way related to any actual or alleged **Wrongful Act** which anyone for whom insurance is intended knew or could have reasonably foreseen either at or prior to _____ might give rise to a **Claim** or lawsuit being made or filed against any **Insured(s)**.

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

Additional Premium:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RUN-OFF COVERAGE

This endorsement modifies insurance provided under:

THE HARTFORD D&O PREMIER DEFENSESM POLICY

I. Declarations ITEM B is deleted and replaced by:

ITEM B. Policy Period:

From 12:01 a.m. on _____

To 12:01 a.m. on _____

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

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

IV. Section V. **EXCLUSIONS, (B) EXCLUSIONS WITHOUT EXCEPTIONS**, is amended by the addition of the following:

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

V. Section IV. **NOTICES, (B) Notice of Potential Claim to the Insurer** is deleted.

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

(A) CANCELLATION

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

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

- **FULLY-EARNED PREMIUM**

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIC INDIVIDUAL EXCLUSION

This endorsement modifies insurance provided under:

THE HARTFORD D&O PREMIER DEFENSESM POLICY

Section **V. EXCLUSIONS, (B) EXCLUSIONS WITHOUT EXCEPTIONS**, is amended by the addition of the following:

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIC ORGANIZATION EXCLUSION

This endorsement modifies insurance provided under the following:

THE HARTFORD D&O PREMIER DEFENSEsm POLICY

Section **V. EXCLUSIONS, (B) EXCLUSIONS WITHOUT EXCEPTIONS**, is amended by the addition of the following:

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

All other terms and conditions remain unchanged.

Authorized Representative

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.

CO-INSURANCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

THE HARTFORD D&O PREMIER DEFENSESM POLICY

Section **VIII. AGGREGATE LIMIT OF LIABILITY AND ORDER OF PRIORITY OF PAYMENTS**, is amended to add the following:

- If the **Entity** is permitted or required by law to ultimately indemnify the **Insured Persons**, or to advance **Defense Costs** on their behalf, and does not in fact do so other than for reasons of **Financial Insolvency**, then the Insurer's liability under Insuring Agreement (A) shall be subject to the Insuring Agreement (B) Retention amount set forth in Item D of the Declarations and the coinsurance percentage set forth in Item E of the Declarations (if such **Loss** results from a **Securities Claim**). For purposes of this paragraph, the shareholder and board of directors resolutions of the **Entity** shall be deemed to provide indemnification for such **Loss** to the fullest extent permitted or required by law.

All other terms and conditions remain unchanged.

Authorized Representative

SERFF Tracking Number: *HART-125801133* *State:* *Arkansas*
Filing Company: *Twin City Fire Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *FN.13HS.701.2008.02*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0006 Directors & Officers Liability*
Product Name: *THE HARTFORD D&O PREMIER DEFENSE PROGRAM*
Project Name/Number: *THE HARTFORD D&O PREMIER DEFENSE PROGRAM/FN.13HS.701.2008.02*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: HART-125801133 State: Arkansas
Filing Company: Twin City Fire Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: FN.13HS.701.2008.02
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability
Product Name: THE HARTFORD D&O PREMIER DEFENSE PROGRAM
Project Name/Number: THE HARTFORD D&O PREMIER DEFENSE PROGRAM/FN.13HS.701.2008.02

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 09/10/2008

Comments:

Attachments:

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

Satisfied -Name: EXPLANATORY MEMORANDUM **Review Status:** Approved 09/10/2008

Comments:

Attachment:

CW Forms Explanatory-Product Name Change.pdf

Satisfied -Name: FORMS LIST **Review Status:** Approved 09/10/2008

Comments:

Attachment:

CW Forms List-Renaming of Program rev 8-18-08 .pdf

Satisfied -Name: TRACK CHANGES **Review Status:** Approved 09/10/2008

Comments:

Attachment:

Track Changes of all forms being replaced.pdf

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	Gr
Hartford Financial Services Group	

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

5. Company Tracking Number	FN.13HS.708.2008.02
-----------------------------------	---------------------

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

6.	Name and address	Title	Telephone #s	FAX #	
	Elsie Rodriguez	Filing Analyst	860-547-2485	866-947-1747	elsie.ro
	Hartford Plaza, Hartford, CT 06115		860-547-	860-547-	@Thel

7. Signature of authorized filer	<i>Elsie Rodriguez</i>
8. Please print name of authorized filer	Elsie Rodriguez

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

9. Type of Insurance (TOI)	17. Other Liability
10. Sub-Type of Insurance (Sub-TOI)	17.0006
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	THE HARTFORD DIRECTORS, OFFICERS AND EI INSURANCE PROGRAM
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates <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: _____ on approval Renewal: _____
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	09/03/08
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/>

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	FN.13HS.701.2008.02
--	---------------------

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-fo
--

THE HARTFORD DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE PROGRAM
FORMS FILING

Enclosed for your review and approval are thirty-six (36) revised and one (1) new form(s) to be used w
D&O Premier Defense Product, currently filed as The Hartford Directors, Officers and Entity Liability Ir
Program, under Filing Number: FN.13HS.701.2008.01 - SERFF TRACKING NO: HART-125663382.

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 calcula

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

y

Group NAIC #
00914

State #

--

e-mail
rdriguez
Hartford.com

ENTITY LIABILITY
/Rules
n)
Disapproved

[Redacted]

[Redacted]

with The Hartford
insurance

[Redacted]

[Redacted]

ting fees.

opies required,

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.701.2008.02			
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
06	Civil Monetary Penalties Coverage	DD 00 H011 01 0708	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	DD 00 H011 00 0108	
07	Prior Or Pending Litigation Exclusion (Limitation To D&O Claims Only)	DD 00 H012 01 0708	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	DD 00 H012 00 0108	
03	Failure to Maintain Insurance Exclusion	DD 00 H016 01 0708	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	DD 00 H016 00 0108	
04	Directors, Officers And Company Wrongful Practices Exclusion	DD 00 H019 01 0708	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	DD 00 H019 00 0108	
05	Mutual Fund Wrongful Practices Exclusion	DD 00 H020 01 0708	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	DD 00 H020 00 0108	
06	Excluded Entity Endorsement	DD 00 H021 01 0708	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	DD 00 H021 00 0108	
07	Amend Consent and Cooperation Section to Permit Settlement by the Insured Within the Retention	DD 00 H025 01 0708	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	DD 00 H025 00 0108	
08	Prior Wrongful Acts Exclusion	DD 00 H026 01 0708	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	DD 00 H026 00 0108	
09	Major Shareholder Exclusion	DD 00 H027 01 0708	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	DD 00 H027 00 0108	
10	Medical Incident Exclusion	DD 00 H028 01 0708	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	DD 00 H028 00 0108	

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.701.2008.02			
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	Parent Exclusion	DD 00 H029 01 0708	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	DD 00 H029 00 0108	
02	Specific Litigation Exclusion	DD 00 H030 01 0708	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	DD 00 H030 00 0108	
03	General Professional E&O Exclusion	DD 00 H031 01 0708	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	DD 00 H031 00 0108	
04	Related Party Exclusion	DD 00 H032 01 0708	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	DD 00 H032 00 0108	
05	Professional Errors And Omissions Exclusion	DD 00 H033 01 0708	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	DD 00 H033 00 0108	
06	Partnership And Joint Venture Exclusion	DD 00 H034 01 0708	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	DD 00 H034 00 0108	
07	Franchise Exclusion	DD 00 H035 01 0708	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	DD 00 H035 00 0108	
08	Subsidiary Exclusion	DD 00 H036 01 0708	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	DD 00 H036 00 0108	

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.701.2008.02			
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	Medical Malpractice Exclusion	DD 00 H037 01 0708	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	DD 00 H037 00 0108	
02	Classified Loan Exclusion	DD 00 H038 01 0708	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	DD 00 H038 00 0108	
03	Insider Loans Exclusion	DD 00 H039 01 0708	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	DD 00 H039 00 0108	
04	Financial Insolvency Exclusion	DD 00 H040 01 0708	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	DD 00 H040 00 0108	
05	Insurance Regulatory Exclusion	DD 00 H041 01 0708	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	DD 00 H041 00 0108	
06	Prior Charge Off Exclusion	DD 00 H042 01 0708	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	DD 00 H042 00 0108	
07	Regulatory Exclusion	DD 00 H043 01 0708	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	DD 00 H043 00 0108	
08	Third Party Insolvency Exclusion	DD 00 H044 01 0708	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	DD 00 H044 00 0108	
09	Absolute Tie In Limits Endorsement	DD 00 H046 01 0708	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	DD 00 H046 00 0108	
10	Outside For-Profit Position Extension - Triple Excess	DD 00 H047 01 0708	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	DD 00 H047 00 0108	

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.701.2008.02			
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	Family Exclusion	DD 00 H061 01 0708	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Fully-Earned Premium	DD 00 H062 01 0708	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	General Partner/Partnership Manager/Joint Venture Manager Exclusion	DD 00 H063 01 0708	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Initial Public Equity Offering Exclusion	DD 00 H064 01 0708	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Known Wrongful Acts Exclusion	DD 00 H065 01 0708	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Run-Off Endorsement	DD 00 H066 01 0708	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Specific Individual Exclusion	DD 00 H067 01 0708	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Specific Organization Exclusion	DD 00 H068 01 0708	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Co-Insurance Endorsement	DD 00 H069 00 0708	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

THE HARTFORD D&O PREMIER DEFENSEsm PROGRAM

FORMS EXPLANATORY MEMORANDUM

Attached for your review and approval are several forms to be used with The Hartford D&O Premier Defensesm product, currently filed as The Hartford Directors, Officers and Entity Liability Insurance Program, under filing no. FN.13HS.701.2008.01.

The endorsements included in this filing were recently approved under the above mentioned filing no. The revisions to the endorsements pertain to changes in section references only with the bulk referencing an incorrect section of the policy as follows:

Change from: Section V. Exclusions, *(B) Broad Form Exclusions*,

To: Section V. Exclusions, *(B) Exclusion Without Exceptions*

Attached for your convenience, are the tracked changes which will show exactly what was changed as indicated above. In addition, the product will be referred to as The Hartford D&O Premier Defensesm.

To date, this product has not been used in your state; therefore, the changes indicated will not affect any insureds.

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

THE HARTFORD D&O PREMIER DEFENSESM PROGRAM

Form No.	Title	Description	Mandatory or Optional	Restricts, Broadens or Clarifies
The following forms have been revised and will replace the version currently on file.				
DD 00 H011 01 0708	Civil Monetary Penalties Coverage	Amends Damages to include civil monetary penalties	O	B
DD 00 H012 01 0708	Prior Or Pending Litigation Exclusion (Limitation To D&O Claims Only)	Amend Prior Litigation Date to apply to D&O's only	O	B
DD 00 H016 01 0708	Failure to Maintain Insurance Exclusion	Excludes claims arising out of failure to maintain insurance	O	R
DD 00 H019 01 0708	Directors, Officers And Company Wrongful Practices Exclusion	Excludes claims arising out of bid rigging, fictitious quotes or wrongful contingent commissions	O	R
DD 00 H020 01 0708	Mutual Fund Wrongful Practices Exclusion	Excludes claims arising out of late trading, market timing, prohibited sales practices or selective disclosures	O	R
DD 00 H021 01 0708	Excluded Entity Endorsement	Excludes claims arising out of wrongful acts by excluded entity	O	R
DD 00 H025 01 0708	Amend Consent and Cooperation Section to Permit Settlement by the Insured Within the Retention	Amend Consent and Cooperation Section to Permit Settlement by the Insured Within the Retention	O	C
DD 00 H026 01 0708	Prior Wrongful Acts Exclusion	Excludes claims arising out of wrongful acts prior to specified date	O	R
DD 00 H027 01 0708	Major Shareholder Exclusion	Excludes claims by shareholders owning specified percentage of the Entity	O	R
DD 00 H028 01 0708	Medical Incident Exclusion	Excludes claims arising out of medical professional services	O	R
DD 00 H029 01 0708	Parent Exclusion	Excludes claims by or on behalf of specified parent company	O	R
DD 00 H030 01 0708	Specific Litigation Exclusion	Excludes claims arising out of specified litigation	O	R
DD 00 H031 01 0708	General Professional E&O Exclusion	Excludes claims arising out of failure to provide professional services	O	R
DD 00 H032 01 0708	Related Party Exclusion	Excludes related party claims	O	R
DD 00 H033 01 0708	Professional Errors And Omissions Exclusion	Excludes claims arising out of specified professional services	O	R
DD 00 H034 01 0708	Partnership And Joint Venture Exclusion	Excludes claims arising from acts as a partnership or joint venture manager	O	R

THE HARTFORD D&O PREMIER DEFENSESM PROGRAM

Form No.	Title	Description	Mandatory or Optional	Restricts, Broadens or Clarifies
DD 00 H035 01 0708	Franchise Exclusion	Excludes claims related to a franchisee of the company	O	R
DD 00 H036 01 0708	Subsidiary Exclusion	Excludes claims arising from specified subsidiary	O	R
DD 00 H037 01 0708	Medical Malpractice Exclusion	Excludes medical malpractice claims	O	R
DD 00 H038 01 0708	Classified Loan Exclusion	Excludes claims arising out of classified loans	O	R
DD 00 H039 01 0708	Insider Loans Exclusion	Excludes claims arising out of loans to insiders	O	R
DD 00 H040 01 0708	Financial Insolvency Exclusion	Excludes claims arising out of financial insolvency of the entity	O	R
DD 00 H041 01 0708	Insurance Regulatory Exclusion	Excludes claims arising out of insurance regulatory actions	O	R
DD 00 H042 01 0708	Prior Charge Off Exclusion	Excludes claims out of loans charged off prior to specified date	O	R
DD 00 H043 01 0708	Regulatory Exclusion	Excludes claims arising out of specified regulators actions	O	R
DD 00 H044 01 0708	Third Party Insolvency Exclusion	Excludes claims arising out of insolvency of a third party	O	R
DD 00 H046 01 0708	Absolute Tie In Limits Endorsement	Clarifies limits of insurance available for claims made against multiple policies	O	R
DD 00 H047 01 0708	Outside For-Profit Position Extension - Triple Excess	Provides Outside Directors Liability	O	B
DD 00 H061 01 0708	Family Exclusion	Excludes claims brought by specified family	O	R
DD 00 H062 01 0708	Fully-Earned Premium	Amends general conditions to clarify that premium is fully earned under specified circumstances	O	C
DD 00 H063 01 0708	General Partner/Partnership Manager/Joint Venture Manager Exclusion	Excludes claims arising out of management of a general partnership or joint venture	O	R
DD 00 H064 01 0708	Initial Public Equity Offering Exclusion	Excludes claims arising out of an initial public offering	O	R
DD 00 H065 01 0708	Known Wrongful Acts Exclusion	Excludes claims arising from known wrongful acts prior to specified date	O	R
DD 00 H066 01 0708	Run-Off Endorsement	Provides run-off coverage	O	B
DD 00 H067 01 0708	Specific Individual Exclusion	Excludes claims brought by specified individual	O	R
DD 00 H068 01 0708	Specific Organization Exclusion	Excludes claims brought by specified organization	O	R

THE HARTFORD D&O PREMIER DEFENSESM PROGRAM

Form No.	Title	Description	Mandatory or Optional	Restricts, Broadens or Clarifies
The following form will be added to the product currently on file.				
DD 00 H069 00 0708	Co-Insurance Endorsement	This form amends the Aggregate Limit of Liability and Order of Priority of Payments provision of the policy.	O	R/C

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.

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

This endorsement modifies insurance provided under:

**THE HARTFORD ~~DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE D&O PREMIER~~
DEFENSESM POLICY**

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

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

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under:

**THE HARTFORD ~~DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE D&O PREMIER~~
DEFENSEsm POLICY**

Section **V. EXCLUSIONS, (B) ~~BROAD FORM EXCLUSIONS~~ WITHOUT EXCEPTIONS**, (1) is deleted and replaced by the following:

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

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

forms a part

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FAILURE TO MAINTAIN INSURANCE EXCLUSION

This endorsement modifies insurance provided under the following:

**THE HARTFORD ~~DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE POLICY D&O~~
PREMIER DEFENSESM POLICY**

Section V. EXCLUSIONS, (B) **BROAD FORM EXCLUSIONS WITHOUT EXCEPTIONS** is amended by the addition of the following:

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO.

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

Forms part of

policy number:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DIRECTORS, OFFICERS AND COMPANY WRONGFUL PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

**THE HARTFORD ~~DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE D&O PREMIER~~
DEFENSEsm POLICY**

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

- “**Bid Rigging**” means the knowing participation by the **Insured** in a scheme in which an agent and/or broker obtains a **Fictitious Quote** (whether or not from the **Insured**) in order to create the false appearance of competition among insurance companies for the business being quoted, or otherwise conspires or acts in concert with other parties to achieve such a result.
- “**Fictitious Quote**” means a **Quote** by an insurance company that is deliberately and artificially inflated and is designed to steer business to a particular insurance company in consideration of the insurance company’s participation in either **Bid Rigging** or the payment of **Wrongful Contingent Commissions**.
- “**Quote**” means an oral or written offer or proposal to provide insurance.
- “**Wrongful Contingent Commissions**” mean commissions paid pursuant to an agreement between the **Insured** and an agent and/or broker that remunerates the agent and/or broker on an aggregate basis for placing or maintaining business with the **Insured**, which, to the knowledge of the Insured, has induced such agent and/or broker to breach its fiduciary, statutory, regulatory and/or contractual duties owed to its clients or has created an unreasonable restraint on trade or competition.

II. Section V. **EXCLUSIONS, (B) ~~BROAD FORM EXCLUSIONS~~ WITHOUT EXCEPTIONS** is amended by the addition of the following:

- any **Claim** for based upon, arising from, or in any way related to the actual or alleged use of or participation in:
 - (1) **Bid Rigging;**
 - (2) a **Fictitious Quote;** or
 - (3) **Wrongful Contingent Commissions.**

All other terms and conditions remain unchanged.

Authorized Representative

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

Forms part of

policy number:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MUTUAL FUND WRONGFUL PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

THE HARTFORD ~~DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE D&O PREMIER~~ DEFENSESM POLICY

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

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

II. Section V. **EXCLUSIONS, (B) ~~BROAD FORM EXCLUSIONS~~ WITHOUT EXCEPTIONS** is amended by the addition of the following:

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms a part

of policy number:

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUDED ENTITY ENDORSEMENT

This endorsement modifies insurance provided under:

**THE HARTFORD ~~DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE D&O PREMIER~~
DEFENSESM POLICY**

Section V. **EXCLUSIONS**, (B) ~~BROAD FORM EXCLUSIONS~~ WITHOUT EXCEPTIONS is amended by the addition of the following:

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,
policy number

forms part of

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

**THE HARTFORD ~~DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE D&O PREMIER~~
DEFENSESM POLICY**

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

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

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIOR WRONGFUL ACTS EXCLUSION

This endorsement modifies insurance provided under the following:

THE HARTFORD ~~DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE~~ D&O PREMIER DEFENSEsm POLICY

Section V. **EXCLUSIONS, (B) ~~BROAD FORM EXCLUSIONS~~ WITHOUT EXCEPTIONS** is amended by the addition of the following:

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MAJOR SHAREHOLDER EXCLUSION

This endorsement modifies insurance provided under the following:

THE HARTFORD ~~DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE~~ D&O PREMIER DEFENSEsm POLICY

Section V. **EXCLUSIONS, (B) ~~BROAD FORM EXCLUSIONS~~ WITHOUT EXCEPTIONS** is amended by the addition of the following:

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEDICAL INCIDENT EXCLUSION

This endorsement modifies insurance provided under the following:

**THE HARTFORD ~~DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE D&O PREMIER~~
DEFENSEsm POLICY**

Section V. **EXCLUSIONS, (B) ~~BROAD FORM EXCLUSIONS~~ WITHOUT EXCEPTIONS** is amended by the addition of the following:

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

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PARENT EXCLUSION

This endorsement modifies insurance provided under the following:

THE HARTFORD ~~DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE~~ D&O PREMIER DEFENSEsm POLICY

Section V. **EXCLUSIONS, (B) ~~BROAD FORM EXCLUSIONS~~ WITHOUT EXCEPTIONS** is amended by the addition of the following:

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIC LITIGATION EXCLUSION

This endorsement modifies insurance provided under the following:

THE HARTFORD ~~DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE~~ D&O PREMIER DEFENSEsm POLICY

Section V. EXCLUSIONS, (B) ~~BROAD FORM EXCLUSIONS~~ WITHOUT EXCEPTIONS is amended by the addition of the following:

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

[insert name of specific litigation pending against insured],

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL PROFESSIONAL E&O EXCLUSION

This endorsement modifies insurance provided under the following:

THE HARTFORD ~~DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE~~ D&O PREMIER DEFENSEsm POLICY

Section V. EXCLUSIONS, (B) ~~BROAD FORM EXCLUSIONS~~ WITHOUT EXCEPTIONS is amended by the addition of the following:

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RELATED PARTY EXCLUSION

This endorsement modifies insurance provided under the following:

**THE HARTFORD ~~DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE D&O PREMIER~~
DEFENSEsm POLICY**

Section V. **EXCLUSIONS, (B) ~~BROAD FORM EXCLUSIONS~~ WITHOUT EXCEPTIONS** is amended by the addition of the following:

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL ERRORS AND OMISSIONS EXCLUSION

This endorsement modifies insurance provided under the following:

**THE HARTFORD ~~DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE D&O PREMIER~~
DEFENSESM POLICY**

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

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

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

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

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PARTNERSHIP AND JOINT VENTURE EXCLUSION

This endorsement modifies insurance provided under the following:

**THE HARTFORD ~~DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE D&O PREMIER~~
DEFENSEsm POLICY**

Section V. **EXCLUSIONS, (B) ~~BROAD-FORM EXCLUSIONS~~ WITHOUT EXCEPTIONS** is amended by the addition of the following:

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FRANCHISE EXCLUSION

This endorsement modifies insurance provided under the following:

**THE HARTFORD ~~DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE D&O PREMIER~~
DEFENSEsm POLICY**

Section V. EXCLUSIONS, (B) ~~BROAD FORM EXCLUSIONS~~ WITHOUT EXCEPTIONS is amended by the addition of the following:

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUBSIDIARY EXCLUSION

This endorsement modifies insurance provided under the following:

**THE HARTFORD ~~DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE D&O PREMIER~~
DEFENSEsm POLICY**

Section V. EXCLUSIONS, (B) ~~BROAD FORM EXCLUSIONS~~ WITHOUT EXCEPTIONS is amended by the addition of the following:

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEDICAL MALPRACTICE EXCLUSION

This endorsement modifies insurance provided under the following:

**THE HARTFORD ~~DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE D&O PREMIER~~
DEFENSEsm POLICY**

Section V. EXCLUSIONS, (B) ~~BROAD FORM EXCLUSIONS~~ WITHOUT EXCEPTIONS is amended by the addition of the following:

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CLASSIFIED LOAN EXCLUSION

This endorsement modifies insurance provided under the following:

THE HARTFORD ~~DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE~~ D&O PREMIER DEFENSEsm POLICY

Section **V. EXCLUSIONS, (B) ~~BROAD FORM EXCLUSIONS~~ WITHOUT EXCEPTIONS** is amended by the addition of the following:

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSIDER LOANS EXCLUSION

This endorsement modifies insurance provided under the following:

**THE HARTFORD ~~DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE D&O PREMIER~~
DEFENSEsm POLICY**

Section V. EXCLUSIONS, (B) ~~BROAD FORM EXCLUSIONS~~ WITHOUT EXCEPTIONS is amended by the addition of the following:

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FINANCIAL INSOLVENCY EXCLUSION

This endorsement modifies insurance provided under the following:

**THE HARTFORD ~~DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE D&O PREMIER~~
DEFENSEsm POLICY**

Section V. EXCLUSIONS, (B) ~~BROAD-FORM EXCLUSIONS~~ WITHOUT EXCEPTIONS is amended by the addition of the following:

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE REGULATORY EXCLUSION

This endorsement modifies insurance provided under the following:

THE HARTFORD ~~DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE~~ D&O PREMIER DEFENSEsm POLICY

Section V. **EXCLUSIONS, (B) ~~BROAD FORM EXCLUSIONS~~ WITHOUT EXCEPTIONS** is amended by the addition of the following:

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIOR CHARGE OFF EXCLUSION

This endorsement modifies insurance provided under the following:

THE HARTFORD ~~DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE~~ D&O PREMIER DEFENSEsm POLICY

Section V. **EXCLUSIONS, (B) ~~BROAD FORM EXCLUSIONS~~ WITHOUT EXCEPTIONS** is amended by the addition of the following:

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

REGULATORY EXCLUSION

This endorsement modifies insurance provided under the following:

**THE HARTFORD ~~DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE D&O PREMIER~~
DEFENSEsm POLICY**

Section V. **EXCLUSIONS, (B) ~~BROAD FORM EXCLUSIONS~~ WITHOUT EXCEPTIONS** is amended by the addition of the following:

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIRD PARTY INSOLVENCY EXCLUSION

This endorsement modifies insurance provided under the following:

**THE HARTFORD ~~DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE D&O PREMIER~~
DEFENSESM POLICY**

Section V. EXCLUSIONS, (B) ~~BROAD-FORM EXCLUSIONS~~ WITHOUT EXCEPTIONS is amended by the addition of the following:

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE TIE IN LIMITS ENDORSEMENT

THE HARTFORD ~~DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE~~ D&O PREMIER DEFENSEsm POLICY

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

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OUTSIDE FOR-PROFIT POSITION EXTENSION - TRIPLE EXCESS

This endorsement modifies insurance provided under:

**THE HARTFORD ~~DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE D&O PREMIER~~
DEFENSESM POLICY**

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

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

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

All other terms and conditions of remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FAMILY EXCLUSION

This endorsement modifies insurance provided under:

**THE HARTFORD ~~DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE D&O PREMIER~~
DEFENSESM POLICY**

Section V. **EXCLUSIONS, (B) ~~BROAD FORM EXCLUSIONS~~ WITHOUT EXCEPTIONS**, is amended by the addition of the following:

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

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FULLY-EARNED PREMIUM

This endorsement modifies insurance provided under:

**THE HARTFORD ~~DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE D&O PREMIER~~
DEFENSEsm POLICY**

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

- **FULLY-EARNED PREMIUM**

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

**THE HARTFORD ~~DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE D&O PREMIER~~
DEFENSEsm POLICY**

Section V. **EXCLUSIONS, (B) ~~BROAD FORM EXCLUSIONS~~ WITHOUT EXCEPTIONS** is amended by the addition of the following:

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INITIAL PUBLIC EQUITY OFFERING EXCLUSION

This endorsement modifies insurance provided under:

THE HARTFORD ~~DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE~~ D&O PREMIER DEFENSESM POLICY

Section V. **EXCLUSIONS**, **(B) EXCLUSIONS WITHOUT EXCEPTIONS**, is amended by the addition of the following:

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

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KNOWN WRONGFUL ACTS EXCLUSION

This endorsement modifies insurance provided under:

**THE HARTFORD ~~DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE D&O PREMIER~~
DEFENSEsm POLICY**

Section V. **EXCLUSIONS, (B) EXCLUSIONS WITHOUT EXCEPTIONS,** is amended by the addition of the following:

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

Additional Premium:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RUN-OFF COVERAGE

This endorsement modifies insurance provided under:

THE HARTFORD DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE & O PREMIER DEFENSESM POLICY

I. Declarations ITEM B is deleted and replaced by:

ITEM B. Policy Period:

From 12:01 a.m. on _____

To 12:01 a.m. on _____

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

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

IV. Section **V. EXCLUSIONS, (B) EXCLUSIONS WITHOUT EXCEPTIONS**, is amended by -the addition of the following:

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

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

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

(A) CANCELLATION

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

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

- **FULLY-EARNED PREMIUM**

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIC INDIVIDUAL EXCLUSION

This endorsement modifies insurance provided under:

THE HARTFORD ~~DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE~~ D&O PREMIER DEFENSEsm POLICY

Section V. **EXCLUSIONS, (B) EXCLUSIONS WITHOUT EXCEPTIONS.** is amended by the addition of the following:

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

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIC ORGANIZATION EXCLUSION

This endorsement modifies insurance provided under the following:

THE HARTFORD DIRECTORS, OFFICERS AND ENTITY LIABILITY INSURANCE D&O PREMIER DEFENSEsm POLICY

Section V. **EXCLUSIONS**, **(B) EXCLUSIONS WITHOUT EXCEPTIONS**, is amended by the addition of the following:

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

All other terms and conditions remain unchanged.

Authorized Representative