

Filing at a Glance

Company: St. Paul Mercury Insurance

Product Name: SelectOne CRI-Enhancement SERFF Tr Num: TRVE-125236333 State: Arkansas

Forms Filing 2007-05-0016

TOI: 23.0 Fidelity

SERFF Status: Closed

State Tr Num: AR-PC-07-025514

Sub-TOI: 23.0000 Fidelity

Co Tr Num: 2007-05-0016

State Status:

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi,
Llyweyia Rawlins, Brittany Yielding

Authors: Socorro Armstrong,
Theresa Lavenburg, Michelle Smith
Cotto, Celina Caez

Disposition Date: 08-02-2007

Date Submitted: 07-20-2007

Disposition Status: Approved

Effective Date Requested (New): 08-22-2007

Effective Date (New): 08-22-2007

Effective Date Requested (Renewal): 08-22-2007

Effective Date (Renewal): 08-22-
2007

General Information

Project Name: SelectOne CRI-Enhancement Forms Filing 2007-05-0016

Status of Filing in Domicile:

Project Number: 2007-05-0016

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 08-02-2007

State Status Changed: 07-20-2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

2007-05-0016

Enhancement Filing - Forms

Crime/Fidelity

In compliance with the insurance laws and regulations of your state, we submit an enhancement.

This filing adds an Identity Fraud Expense Reimbursement program and consists of optional applications and endorsements that are available to all eligible policyholders. These coverages are being "a" rated.

Enclosures and Implementation

The following are enclosed to facilitate your review:

Form listing and final prints of each form.

Any applicable state filing forms and fees.

Company and Contact

Filing Contact Information

Michelle Smith Cotto, Regulatory Analyst
One Tower Square
Hartford, CT 06183

MSMITHCO@travelers.com
(860) 277-2345 [Phone]
(860) 277-3937[FAX]

Filing Company Information

St. Paul Mercury Insurance
One Tower Square, 2S2B
Hartford, CT 06183
(860) 277-4045 ext. [Phone]

CoCode: 24791
Group Code: 3548
Group Name:
FEIN Number: 41-0881659

State of Domicile: Minnesota
Company Type:
State ID Number:

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
St. Paul Mercury Insurance	\$50.00	07-20-2007	14683607

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	08-02-2007	08-02-2007

Disposition

Disposition Date: 08-02-2007

Effective Date (New): 08-22-2007

Effective Date (Renewal): 08-22-2007

Status: Approved

Comment:

Rate data does NOT apply to filing.

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Form	ID Fraud Application	Approved	Yes
Form	ID Fraud Renewal Application	Approved	Yes
Form	Identity Fraud Expense Reimbursement Insuring Agreement - Community Banks	Approved	Yes
Form	Add Coverage for Insured Persons of Plans	Approved	Yes
Form	Identity Fraud Expense Reimbursement Insuring Agreement - Credit Unions	Approved	Yes
Form	Add Coverage for Insured Persons of Plans	Approved	Yes
Form	Identity Fraud Expense Reimbursement Insuring Agreement - Insurance Companies	Approved	Yes
Form	Add Coverage for Insured Persons of Plans	Approved	Yes
Form	Identity Fraud Expense Reimbursement Insuring Agreement - Investment Advisers and Funds	Approved	Yes
Form	Add Coverage for Insured Persons of Plans	Approved	Yes
Form	Identity Theft Resolution Services Endorsement	Approved	Yes
Form	Additional Insured Person - Scheduled Positions	Approved	Yes
Form	Declarations Amendatory Endorsement	Approved	Yes
Form	Renewal Certificate	Approved	Yes
Form	Additional Company or Companies Endorsement	Approved	Yes
Form	Amend Definition of Insured Persons - Exclude Employees who are Members of a Labor Organization	Approved	Yes
Form	Amend Definition of Insured Persons - Exclude Students who are Part-Time Employees	Approved	Yes
Form	Amend Definition of Insured Persons - Exclude Part-Time, Seasonal or Temporary Employees	Approved	Yes
Form	Amend Definition of Insured Persons - Exclude Part-Time Employees	Approved	Yes
Form	Amend Definition of Insured Persons - Family Members Endorsement	Approved	Yes

Form	Amend Definition of Identity Fraud Expenses - Cellular Phone Charges	Approved	Yes
Form	Amend Definition of Insured Persons - Children to Age 21	Approved	Yes
Form	Amend Definition of Insured Persons - Remove Household Residency Requirement for Children	Approved	Yes
Form	Amend Definition of Identity Fraud Expenses - Amend Lost Wages	Approved	Yes

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	ID Fraud Application	59136	Ed. 6-07	Application/ New Binder/Enrollment		0.00	59136_P2.pdf
Approved	ID Fraud Renewal Application	59137	Ed. 6-07	Application/ New Binder/Enrollment		0.00	59137_P2.pdf
Approved	Identity Fraud Expense Reimbursement Insuring Agreement - Community Banks	CBIDF001	Ed. 6-07	Endorsement/ New Amendment/Conditions		0.00	CBIDF001.pdf
Approved	Add Coverage for Insured Persons of Plans	CBIDF002	Ed. 6-07	Endorsement/ New Amendment/Conditions		0.00	CBIDF002.pdf
Approved	Identity Fraud Expense Reimbursement Insuring Agreement - Credit Unions	CUIDF001	Ed. 6-07	Endorsement/ New Amendment/Conditions		0.00	CUIDF001.pdf
Approved	Add Coverage for Insured Persons of Plans	CUIDF002	Ed. 6-07	Endorsement/ New Amendment/Conditions		0.00	CUIDF002.pdf
Approved	Identity Fraud Expense Reimbursement Insuring Agreement - Insurance Companies	INIDF001	Ed. 6-07	Endorsement/ New Amendment/Conditions		0.00	INIDF001.pdf
Approved	Add Coverage for Insured Persons of Plans	INIDF002	Ed. 6-07	Endorsement/ New Amendment/Conditions		0.00	INIDF002.pdf
Approved	Identity Fraud Expense Reimbursement	IVIDF001	Ed. 6-07	Endorsement/ New Amendment/Conditions		0.00	IVIDF001.pdf

	Insuirng		ons		
	Agreement - Investment Advisers and Funds				
Approved	Add Coverage for IVIDF002 Ed. 6-07 Insured Persons of Plans		Endorseme New nt/Amendm ent/Condi ons	0.00	IVIDF002.pd f
Approved	Identity Theft Resolution Services Endorsement	SOIDF001 Ed. 6-07	Endorseme New nt/Amendm ent/Condi ons	0.00	SOIDF001.p df
Approved	Additional Insured Person - Scheduled Positions	SOIDF002 Ed. 6-07	Endorseme New nt/Amendm ent/Condi ons	0.00	SOIDF002.p df
Approved	Declarations Amendatory Endorsement	SOIDF003 Ed. 6-07	Endorseme New nt/Amendm ent/Condi ons	0.00	SOIDF003.p df
Approved	Renewal Certificate	SOIDF004 Ed. 6-07	Endorseme New nt/Amendm ent/Condi ons	0.00	SOIDF004.p df
Approved	Additional Company or Companies Endorsement	SOIDF005 Ed. 6-07	Endorseme New nt/Amendm ent/Condi ons	0.00	SOIDF005.p df
Approved	Amend Definition of Insured Persons - Exclude Employees who are Members of a Labor Organization	SOIDF006 Ed. 6-07	Endorseme New nt/Amendm ent/Condi ons	0.00	SOIDF006.p df
Approved	Amend Definition of Insured Persons - Exclude Students who are Part- Time Employees	SOIDF007 Ed. 6-07	Endorseme New nt/Amendm ent/Condi ons	0.00	SOIDF007.p df
Approved	Amend Definition	SOIDF008 Ed. 6-07	Endorseme New	0.00	SOIDF008.p

	of Insured Persons - Exclude Part- Time, Seasonal or Temporary Employees		nt/Amendm ent/Condi ons		df
Approved	Amend Definition of Insured Persons - Exclude Part- Time Employees	SOIDF009Ed. 6-07	Endorseme New nt/Amendm ent/Condi ons	0.00	SOIDF009.p df
Approved	Amend Definition of Insured Persons -Family Members Endorsement	SOIDF010Ed. 6-07	Endorseme New nt/Amendm ent/Condi ons	0.00	SOIDF010.p df
Approved	Amend Definition of Identity Fraud Expenses - Cellular Phone Charges	SOIDF011Ed. 6-07	Endorseme New nt/Amendm ent/Condi ons	0.00	SOIDF011.p df
Approved	Amend Definition of Insured Persons - Children to Age 21	SOIDF012Ed. 6-07	Endorseme New nt/Amendm ent/Condi ons	0.00	SOIDF012.p df
Approved	Amend Definition of Insured Persons - Remove Household Residency Requirement for Children	SOIDF013Ed. 6-07	Endorseme New nt/Amendm ent/Condi ons	0.00	SOIDF013.p df
Approved	Amend Definition of Identity Fraud Expenses - Amend Lost Wages	SOIDF014Ed. 6-07	Endorseme New nt/Amendm ent/Condi ons	0.00	SOIDF014.p df



GENERAL INFORMATION

1. Name of Parent Company

2. Street Address

City	State	Zip Code	County
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3. Website Address

4. Provide ticker symbol and name of exchange if securities are publicly traded
 Ticker Symbol Name of Exchange

5. Number of Employees Proposed for this Insurance

CONTACT INFORMATION

Required to verify employment at time of claim.

6. Contact Name

7. Contact Email:

8. Contact Phone:

REQUESTED INSURANCE TERMS

Requested Effective Date (mm/dd/yyyy)

Identity Fraud Expense Reimbursement Coverage	Requested Limit	Requested Retention
	\$ 1,000 <input type="checkbox"/>	\$ 0 <input type="checkbox"/>
	\$ 5,000 <input type="checkbox"/>	\$ 100 <input type="checkbox"/>
	\$ 10,000 <input type="checkbox"/>	\$ 250 <input type="checkbox"/>
	\$ 25,000 <input type="checkbox"/>	
Expiring Limit		
Expiring Retention		

LOSS INFORMATION

9. Has the Parent Company or any Subsidiary experienced, in the last three years, a theft or loss of employee or customer information?
 Yes No **If "Yes", please attach an explanation**

10. Is the Parent Company or any Subsidiary currently aware of any situation that may cause a loss under this policy? Yes No
If "Yes", please attach an explanation

ARKANSAS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

COLORADO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

DISTRICT OF COLUMBIA: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

FLORIDA: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

HAWAII: For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

KENTUCKY: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

LOUISIANA: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

MAINE: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

MINNESOTA: A PERSON WHO SUBMITS AN APPLICATION OR FILES A CLAIM WITH INTENT TO DEFRAUD OR HELPS COMMIT A FRAUD AGAINST AN INSURER IS GUILTY OF A CRIME.

NEW JERSEY: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NEW MEXICO: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

NEW YORK (Non Auto): Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

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

OKLAHOMA: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

OREGON: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact, may be violating state law.

PENNSYLVANIA: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND CIVIL PENALTIES.

PUERTO RICO FRAUD WARNING: Any person who knowingly and with the intent to defraud, presents false information in an insurance request form, or who presents, helps or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine of no less than five thousand dollars (\$5,000) nor more than ten thousand dollars (\$10,000); or imprisonment for a fixed term of three (3) years, or both penalties. If aggravated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a minimum of two (2) years.

TENNESSEE (Non WC): IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

VERMONT: Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance containing any materially false information or conceals for the purpose of misleading information concerning any fact material thereto, may be committing a crime, subjecting the person to criminal and civil penalties.

VIRGINIA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

WASHINGTON: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

WEST VIRGINIA: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

ALL OTHER STATES: Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects the person to criminal and civil penalties. Not applicable in Nebraska.

AUTHORIZATION

The undersigned authorized representatives of the Parent Company represent, after inquiry, that the statements and representations set forth herein are true and shall be deemed material to the acceptance of the risk or hazard assumed by the Insurer under the insurance provided by the policy. The policy is issued in reliance upon the truth thereof. The undersigned authorized representatives agree that if the information supplied in this application changes between the date of this application and the effective date of the policy, the undersigned will immediately notify the Insurer of such changes, and the Insurer may withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance provided by the policy.

Signing of this application does not bind the Parent Company nor the Insurer to complete the insurance provided by the policy, but it is agreed that all written statements and attachments furnished to the Insurer in conjunction with this application are hereby incorporated by reference into this application and made a part hereof. It is agreed that the Insurer has relied upon this application and attachments, and the application and attachments shall be the basis of and shall be deemed attached to and incorporated into the policy should a policy be issued. The Insurer is hereby authorized to make any investigation and inquiry in connection with this application.

REQUIRED COMPLETION

Broker or Agent

Broker or Agent License No.	City	State	Date Submitted
Parent Company		Date	
Signature of Officer in Charge of Human Resources		Title	
Signature of Chairman or President		Title	



GENERAL INFORMATION

1. Name of Parent Company

2. Street Address

City	State	Zip Code	County
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3. Provide ticker symbol and name of exchange if securities are publicly traded
 Ticker Symbol Name of Exchange

4. Maximum number of employees at any one point during the previous 12 months

CONTACT INFORMATION

Required to verify employment at time of claim.

5. Contact Name

6. Contact Email:

7. Contact Phone:

REQUESTED INSURANCE TERMS

Does the **Parent Company** desire any changes to the expiring Policy limit or retention? Yes No

If "Yes", please indicate the desired changes in the table below.

Identity Fraud Expense Reimbursement Coverage	Requested Limit	Requested Retention
	\$ 1,000 <input type="checkbox"/>	\$ 0 <input type="checkbox"/>
	\$ 5,000 <input type="checkbox"/>	\$ 100 <input type="checkbox"/>
	\$ 10,000 <input type="checkbox"/>	\$ 250 <input type="checkbox"/>
	\$ 25,000 <input type="checkbox"/>	

ARKANSAS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

COLORADO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

DISTRICT OF COLUMBIA: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

FLORIDA: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

HAWAII: For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

KENTUCKY: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

LOUISIANA: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

MAINE: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

MINNESOTA: A PERSON WHO SUBMITS AN APPLICATION OR FILES A CLAIM WITH INTENT TO DEFRAUD OR HELPS COMMIT A FRAUD AGAINST AN INSURER IS GUILTY OF A CRIME.

NEW JERSEY: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NEW MEXICO: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

NEW YORK (Non Auto): Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

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

OKLAHOMA: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

OREGON: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact, may be violating state law.

PENNSYLVANIA: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND CIVIL PENALTIES.

PUERTO RICO FRAUD WARNING: Any person who knowingly and with the intent to defraud, presents false information in an insurance request form, or who presents, helps or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine of no less than five thousand dollars (\$5,000) nor more than ten thousand dollars (\$10,000); or imprisonment for a fixed term of three (3) years, or both penalties. If aggravated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a minimum of two (2) years.

TENNESSEE (Non WC): IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

VERMONT: Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance containing any materially false information or conceals for the purpose of misleading information concerning any fact material thereto, may be committing a crime, subjecting the person to criminal and civil penalties.

VIRGINIA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

WASHINGTON: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

WEST VIRGINIA: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

ALL OTHER STATES: Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects the person to criminal and civil penalties. Not applicable in Nebraska.

AUTHORIZATION

The undersigned authorized representatives of the Parent Company represent, after inquiry, that the statements and representations set forth herein are true and shall be deemed material to the acceptance of the risk or hazard assumed by the Insurer under the insurance provided by the policy. The policy is issued in reliance upon the truth thereof. The undersigned authorized representatives agree that if the information supplied in this application changes between the date of this application and the effective date of the policy, the undersigned will immediately notify the Insurer of such changes, and the Insurer may withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance provided by the policy.

Signing of this application does not bind the Parent Company nor the Insurer to complete the insurance provided by the policy, but it is agreed that all written statements and attachments furnished to the Insurer in conjunction with this application are hereby incorporated by reference into this application and made a part hereof. It is agreed that the Insurer has relied upon this application and attachments, and the application and attachments shall be the basis of and shall be deemed attached to and incorporated into the policy should a policy be issued. The Insurer is hereby authorized to make any investigation and inquiry in connection with this application.

REQUIRED COMPLETION

Broker or Agent

Broker or Agent License No.	City	State	Date Submitted
Parent Company		Date	
Signature of Officer in Charge of Human Resources		Title	
Signature of Chairman or President		Title	



Travelers SelectOneSM for Community Banks

IDENTITY FRAUD EXPENSE REIMBURSEMENT INSURING AGREEMENT

The following is added to the IMPORTANT NOTE on the Declarations of this Policy:

The Identity Fraud Expense Reimbursement Insuring Agreement made part of this Policy is not claims made coverage. With respect to such agreement, this Policy covers only Identity Fraud Expenses incurred by any Insured Person as a direct result of any Identity Fraud Discovered during the Policy Period.

The following is added to the **LIMITS OF LIABILITY** section of the Declarations of this Policy:

Coverage is effective for the Identity Fraud Expense Reimbursement Insuring Agreement made part of this Policy only if an Each Insuring Agreement Limit of Insurance for the Identity Fraud Expense Reimbursement Insuring Agreement is set forth below.

LIMIT OF INSURANCE

EACH INSURING AGREEMENT LIMIT OF INSURANCE:

Identity Fraud Expense Reimbursement Insuring Agreement: \$ Each
Insured Person for each Identity Fraud

Note: The Each Insuring Agreement Limit of Insurance for the Identity Fraud Expense Reimbursement Insuring Agreement is the maximum amount payable by the Insurer for all Identity Fraud Expenses incurred by each Insured Person as a direct result of each Identity Fraud. The Each Insuring Agreement Limit of Insurance for the Identity Fraud Expense Reimbursement Insuring Agreement is not subject to the Policy Year Total Limit of Liability.

The following is added to the **RETENTIONS** section of the Declarations of this Policy:

Identity Fraud Expense Reimbursement Insuring Agreement: \$ Each
Insured Person for each Identity Fraud

Name of Insured	Policy Number Processing Date	Effective Date
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The following is added to the **ADDITIONAL INSUREDS** section of the Declarations of this Policy:

Identity Fraud Expense Reimbursement Insuring Agreement:

Additional Insured Persons:

Name of Insured	Policy Number Processing Date	Effective Date
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In consideration of payment of the premium and in reliance upon the statements made in the Application, which are made a part hereof and deemed attached hereto, and subject to the Declarations, the General Terms, Conditions and Limitations of this Identity Fraud Expense Reimbursement Insuring Agreement, and the limitations, conditions, provisions and other terms of this Identity Fraud Expense Reimbursement Insuring Agreement, the Insurer, the Company and the Insured Persons agree as follows:

Identity Fraud Expense Reimbursement Coverage

The Insurer shall reimburse any Insured Person for Identity Fraud Expenses incurred by such Insured Person as a direct result of any Identity Fraud Discovered during the Policy Period.

It is understood and agreed that only with respect to this Identity Fraud Expense Reimbursement Insuring Agreement, the following replaces the General Terms, Conditions and Limitations of this Policy:

GENERAL TERMS, CONDITIONS AND LIMITATIONS

Definitions

When used in this Identity Fraud Expense Reimbursement Insuring Agreement, either in the singular or the plural, the following terms have the following meanings:

Application means all signed applications, including attachments and materials submitted therewith, for this Policy or for any policy of which this Policy is a direct or indirect renewal or replacement. All such applications, attachments and materials are deemed attached to and incorporated into this Policy.

Company means any entity named in the Declarations and its Subsidiaries.

Director or Officer means:

- (a) any natural person who is a duly elected or appointed director, officer, member of the board of managers, or management committee member of any Company

incorporated or chartered in the United States of America;

- (b) with respect to any Non-Profit Entity that is a Subsidiary, any natural person who is a duly elected or appointed director, officer or trustee of any such Subsidiary incorporated or chartered in the United States of America; or
- (c) with respect to a Company incorporated or chartered outside the United States of America, any natural person who is in a position that is the functional equivalent of any duly elected or appointed director or officer of any Company.

Discovered, Discovery or Discovers means the moment when the Insured Person first becomes aware of facts which would cause a reasonable person to assume that a loss of a type covered under this Identity Fraud Expense Reimbursement Insuring Agreement has been or will be incurred, even though the exact details of loss may not then be known.

Employee means any natural person, other than a Leased Employee or Independent Contractor, who is an employee of the Company and who is not a Director or Officer, whether such employee is in a supervisory, co-worker or subordinate position or otherwise, including any part-time, seasonal or temporary employee.

Identity Fraud means the act of knowingly transferring or using, without lawful authority, a means of identification of any Insured Person with the intent to commit, aid or abet any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.

Identity Fraud Expenses means:

- (a) costs for notarizing fraud affidavits or similar documents for credit agencies, financial institutions, merchants or other credit grantors that have required that such affidavits be notarized;
- (b) costs for certified mail to law enforcement agencies, credit agencies, financial institutions, merchants or other credit grantors;
- (c) costs for long distance telephone calls to law enforcement agencies, credit agencies, financial institutions, merchants or other credit grantors to report or discuss any actual Identity Fraud;

Name of Insured	Policy Number	Effective Date
	Processing Date	

(d) lost wages, up to a maximum payment of one thousand dollars (\$1,000) per week for a maximum period of five (5) weeks, as a result of absence from employment:

(i) to communicate with law enforcement agencies, legal counsel, credit agencies, financial institutions, merchants or other credit grantors;

(ii) to complete fraud affidavits or similar documents; or

(iii) due to wrongful incarceration arising solely from someone having committed a crime in an Insured Person's name; provided, that lost wages shall not apply in the case of wrongful incarceration absent all charges being dismissed or an acquittal;

(e) loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information;

(f) reasonable attorney fees incurred, with the Insurer's prior written consent, for:

(i) defense of lawsuits brought against the Insured Person by financial institutions, merchants, other credit grantors or their collection agencies;

(ii) the removal of any criminal or civil judgments wrongly entered against an Insured Person; or

(iii) challenging the accuracy or completeness of any information in a consumer credit report; and

(g) costs for daycare and eldercare incurred solely as a direct result of any Identity Fraud Discovered during the Policy Period.

Independent Contractor means a natural person, other than a Director, Officer, Employee or Leased Employee, who renders service to the Company in the course of independent employment pursuant to a contract for specified services.

Insured means the Insured Persons.

Insured Persons means:

(a) Directors or Officers;

(b) Employees;

(c) any natural person who is specifically scheduled as an Additional Insured Person under the Identity Fraud Expense Reimbursement Insuring Agreement in the Additional Insureds section of the Declarations;

(d) any natural person who is the lawful spouse, or person qualifying as a domestic partner under the provisions of any applicable federal, state or local law, of any person described in subparts (a), (b) or (c) above;

(e) any natural person who is a child of any Insured Person described in subparts (a), (b), (c) or (d) above and is:

(i) under the age of eighteen (18) years of age; and

(ii) a resident of the same household of such Insured Person; and

(f) any natural person who is a parent of any Insured Person described in subparts (a), (b), (c) or (d) above and is a resident of the same household of such Insured Person.

Leased Employee means a natural person, other than a Director or Officer, Employee or Independent Contractor, who is leased to the Company to perform work for the Company and for whom the Company controls the means and manner of the work performed.

Non-Profit Entity means any non-profit corporation, community chest, fund or foundation that is exempt from federal income tax as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

Parent Company means the Company first named in the Declarations.

Name of Insured	Policy Number Processing Date	Effective Date
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Policy means the Declarations, General Terms, Conditions and Limitations, each Insuring Agreement, any endorsements hereto, and the Application.

Policy Period means the period of time set forth in the Declarations, subject to prior termination in accordance with the Termination of Coverage section.

Subsidiary means:

- (a) any entity in which more than 50% of the outstanding voting securities representing the present right to vote for election of directors is owned, directly or indirectly, in any combination, by one or more Companies;
- (b) any Non-Profit Entity or political action committee in which the right to elect or otherwise appoint more than 50% of such entity's directors or trustees, or political action committee's members, is owned, or controlled, directly or indirectly, in any combination, by one or more Companies;
- (c) any limited liability company in which the right to elect or otherwise appoint or designate more than 50% of such limited liability company's managers is owned or controlled, directly or indirectly, in any combination, by one or more Companies; or
- (d) any joint venture in which the right to elect or otherwise appoint more than 50% of such entity's directors, trustees or other equivalent executives is owned or controlled, directly or indirectly, in any combination, by one or more Companies.

Exclusions

This Identity Fraud Expense Reimbursement Insuring Agreement shall not apply to, and the Insurer shall have no obligation to reimburse Identity Fraud Expenses for:

- 1. loss due to any fraudulent, dishonest, or criminal act by the Insured Person who is seeking reimbursement of Identity Fraud Expenses under this Identity Fraud Expense Reimbursement Insuring Agreement or by any person acting in collusion with such Insured Person;
- 2. an Identity Fraud Discovered during such time that an individual was not an Insured Person;

3. loss resulting directly or indirectly from war, whether or not declared; civil war; insurrection; rebellion or revolution; military, naval or usurped power; government intervention, expropriation or nationalization; or any act or condition related to any of the foregoing; or

4. loss resulting directly or indirectly from nuclear reaction, nuclear radiation, radioactive contamination, biological or chemical contamination or any related act or incident.

Limit of Insurance and Retention

For the purpose of this Identity Fraud Expense Reimbursement Insuring Agreement, all acts incidental to an Identity Fraud, any series of related Identity Frauds, and all Identity Frauds arising from the same method of operation or a common scheme or plan, whether committed by one or more persons, shall be deemed to arise out of one act and shall be treated as one Identity Fraud.

Limit of Insurance

The Insurer's maximum liability for all Identity Fraud Expenses incurred by each Insured Person for each Identity Fraud Discovered during the Policy Period shall be the Identity Fraud Expense Reimbursement Insuring Agreement Limit of Insurance set forth in the Declarations under the Each Insuring Agreement Limit of Insurance section. If an act causes a covered loss to more than one Insured Person, the Each Insuring Agreement Limit of Insurance for the Identity Fraud Expense Reimbursement Insuring Agreement shall apply to each such Insured Person separately.

Retentions

The Insurer's liability with respect to Identity Fraud Expenses arising from each Identity Fraud for each Insured Person shall apply only to that part of Identity Fraud Expenses which are in excess of the Retention set forth in the Declarations under the Retentions section, and such Retention shall be borne by the Insured Person uninsured and at their own risk.

If an act causes a covered loss to more than one Insured Person, the Retention for the Identity Fraud Expense Reimbursement Insuring Agreement shall apply to each such Insured Person separately and there shall be no aggregate Retention.

Name of Insured	Policy Number	Effective Date
	Processing Date	

Period To Report Discovered Loss

This Identity Fraud Expense Reimbursement Insuring Agreement applies only to Identity Fraud that is Discovered during the Policy Period and reported to the Insurer during the Policy Period or within thirty days thereafter.

Insured Person’s Duties In The Event Of Loss

Upon knowledge or Discovery of a loss or occurrence that may give rise to a claim under this Identity Fraud Expense Reimbursement Insuring Agreement, the Insured Person shall:

1. give the Insurer written notice thereof as soon as practicable, but in no event later than thirty days after the expiration of the Policy Period;
2. keep books, receipts, bills and other records in such manner that the Insurer can accurately determine the amount of any loss;
3. file a detailed proof of loss, duly sworn to, with the Insurer within four (4) months after the Discovery of such loss;
4. notify law enforcement authorities;
5. at the request of the Insurer, submit to examination under oath and give the Insurer a signed statement of the answers;
6. at the request of the Insurer, produce for the Insurer’s examination all pertinent books, receipts, bills, and other records, at such reasonable time and places as the Insurer shall designate; and
7. cooperate with the Insurer in all matters pertaining to loss or claims with respect thereto.

Compliance with all terms and conditions of this Identity Fraud Expense Reimbursement Insuring Agreement is a condition precedent to recovery under this Identity Fraud Expense Reimbursement Insuring Agreement.

Other Insurance

This Identity Fraud Expense Reimbursement Insuring Agreement shall apply only as excess insurance over, and shall not contribute with any other valid and collectible insurance available to the Insured Person. As excess insurance, this Identity Fraud Expense Reimbursement Insuring Agreement will not apply or contribute to the payment of loss or Identity Fraud Expenses until the amount of such other insurance or indemnity has been exhausted by payment of loss or Identity Fraud Expenses covered thereunder. If the limit of the other insurance or indemnity is insufficient to cover the entire amount of loss or Identity Fraud Expenses, this Identity Fraud Expense Reimbursement Insuring Agreement will apply to that part of Identity Fraud Expenses not recoverable or recovered under the other insurance or indemnity. This Identity Fraud Expense Reimbursement Insuring Agreement will not be subject to the terms of any other insurance.

Changes in Exposure

Acquisition or Creation of Another Entity

If during the Policy Period the Company:

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

this Identity Fraud Expense Reimbursement Insuring Agreement will provide coverage to the Insured Persons of such entity as follows:

If the fair value of all cash, securities, assumed indebtedness and other consideration paid by the Company for any such creation or acquisition is less than 25% of the total assets of all the Companies, as reflected in the Parent Company’s most recent financial statements as of the inception of the Policy Period, such Insured Persons shall automatically be covered under this Identity Fraud Expense Reimbursement Insuring Agreement, but only with respect to Identity Fraud Discovered after such creation or acquisition.

Name of Insured	Policy Number	Effective Date
	Processing Date	

With respect to all other creations or acquisitions described in subparts (a) or (b) above, such Insured Persons shall automatically be covered under this Identity Fraud Expense Reimbursement Insuring Agreement, but only for ninety (90) days or the remainder of the Policy Period, whichever is less, following the effective date of such creation or acquisition, ("Automatic Coverage Period") and only with respect to Identity Fraud Discovered after such creation or acquisition. As a condition precedent to further coverage with respect to such Insured Persons after the Automatic Coverage Period, the Parent Company shall give written notice of such creation or acquisition to the Insurer as soon as practicable, but in no event later than forty-five (45) days following the effective date of such creation or acquisition, and shall thereafter promptly provide to the Insurer such information as the Insurer may request. Upon receipt of such notice and other information, the Insurer shall promptly provide to the Parent Company a quotation for coverage under this Identity Fraud Expense Reimbursement Insuring Agreement for such Insured Persons for the remainder of the Policy Period. If the Parent Company fails to comply with such condition precedent, or if within thirty (30) days following receipt of such quotation the Parent Company fails to pay any additional premium or fails to agree to any additional coverage terms and conditions as set forth in such quotation, coverage otherwise afforded by this subsection for such Insured Persons shall terminate upon expiration of the Automatic Coverage Period.

Acquisition of Parent Company

If during the Policy Period:

- (a) the Parent Company merges into or consolidates with another entity and the Parent Company is not the surviving entity; or
- (b) another entity or person, or a group of entities or persons acting in concert, acquires the right to elect or otherwise appoint more than 50% of the directors, or members of the board of managers of the Parent Company,

coverage under this Identity Fraud Expense Reimbursement Insuring Agreement shall terminate as of the effective date of such merger, consolidation or acquisition.

The Parent Company shall give written notice of such merger, consolidation or acquisition to the Insurer as

soon as practicable together with such information as the Insurer may request.

Cessation of Subsidiaries

If during the Policy Period an entity ceases to be a Subsidiary, coverage under this Identity Fraud Expense Reimbursement Insuring Agreement for the Insured Persons of such Subsidiary shall terminate as of the date such entity ceased to be a Subsidiary.

Territory and Valuation

All premiums, limits, retentions, Identity Fraud Expense and other amounts under this Identity Fraud Expense Reimbursement Insuring Agreement are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is denominated or another element of Identity Fraud Expenses under this Identity Fraud Expense Reimbursement Insuring Agreement is stated in a currency other than United States of America dollars, payment under this Identity Fraud Expense Reimbursement Insuring Agreement shall be made in United States of America dollars at the rate of exchange published in The Wall Street Journal on the date the final judgment is reached, the amount of the settlement is agreed upon or the payment of other element of Identity Fraud Expenses is due, respectively.

Coverage under this Identity Fraud Expense Reimbursement Insuring Agreement shall extend to Identity Fraud occurring anywhere in the world.

Termination of Coverage

This Identity Fraud Expense Reimbursement Insuring Agreement shall terminate at the earliest of the following times:

- (a) the effective date of termination specified in a prior written notice by the Parent Company to the Insurer;
- (b) upon expiration of the Policy Period as set forth in the Declarations;
- (c) ten (10) days after receipt by the Parent Company of a written notice of termination of this Policy from the Insurer for failure to pay a

Name of Insured	Policy Number	Effective Date
	Processing Date	

premium when due, unless the premium is paid within such ten (10) day period;

- (d) the effective date of the Parent Company merger, consolidation or acquisition as described in the Acquisition of Parent Company subsection of the Changes in Exposure section; or
- (e) at such other time as may be agreed upon by the Insurer and the Parent Company.

The Insurer may not terminate this Identity Fraud Expense Reimbursement Insuring Agreement before expiration of the Policy Period, except as provided above for non-payment of a premium. The Insurer shall refund the unearned premium computed at customary short rates if this Identity Fraud Expense Reimbursement Insuring Agreement is terminated by the Parent Company. Under any other circumstances, the refund shall be computed pro rata. Payment or tender of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made as soon as practicable.

Subrogation

In the event of any payment under this Policy, the Insurer shall be subrogated to the extent of such payment to all of the Insureds' rights of recovery, including the Insured Persons' rights to indemnification or advancement from the Company. The Insureds shall execute all papers required and shall do everything necessary to secure and preserve all rights of recovery, including the execution of such documents necessary to enable the Insurer effectively to bring suit in the name of the Insureds.

Recoveries

All recoveries for payments made under this Identity Fraud Expense Reimbursement Insuring Agreement shall be applied, after first deducting the costs and expenses incurred in obtaining such recovery, in the following order of priority:

- 1. first, to the Insured Person to reimburse such Insured Person for Identity Fraud Expenses he or she has paid which would have been paid

under this Identity Fraud Expense Reimbursement Insuring Agreement but for the fact that such expenses are in excess of the applicable Limit of Insurance;

- 2. second, to the Insurer in satisfaction of amounts paid or to be paid to the Insured Person in settlement of any covered claim; and
- 3. third, to the Insured Person in satisfaction of any applicable Retention;

Provided, recoveries do not include any recovery from insurance, suretyship, reinsurance, security or indemnity taken for the Insurer's benefit.

Action Against the Insurer

No action shall lie against the Insurer, unless:

- 1. there shall have been full compliance with all of the terms of this Identity Fraud Expense Reimbursement Insuring Agreement;
- 2. such action is brought more than ninety (90) days after the Insured Person has filed proof of loss with the Insurer; and
- 3. such action is brought within two (2) years from the date when the Insured Person first Discovers the loss;

If any limitation in this section is deemed inconsistent with the applicable state law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

Alteration and Assignment

No change in, modification of, or assignment of interest under this Policy shall be effective except when made by a written endorsement to this Policy that is signed by an authorized representative of the Insurer.

Interests Covered

This Identity Fraud Expense Reimbursement Insuring Agreement shall be for the sole benefit of the Insured Persons and the Company. It provides no rights or benefits to any other person, entity or organization.

Name of Insured	Policy Number Processing Date	Effective Date
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Concealment or Misrepresentation

This Identity Fraud Expense Reimbursement Insuring Agreement is void as to any Insured Person if, at any time, such Insured Person intentionally conceals or misrepresents a material fact concerning this

insurance or a claim under this Identity Fraud Expense Reimbursement Insuring Agreement.

Name of Insured	Policy Number Processing Date	Effective Date
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ADD COVERAGE FOR TRUSTEES, DIRECTORS, OFFICERS OR EMPLOYEES OF ANY PLAN – IDENTITY FRAUD EXPENSE REIMBURSEMENT INSURING AGREEMENT – COMMUNITY BANKS

In consideration of the premium charged, and only with respect to the coverage provided under the Identity Fraud Expense Reimbursement Insuring Agreement made part of this Policy, it is understood and agreed that:

1. The following is added to the definition of Director or Officer in the Definitions section of the General Terms, Conditions and Limitations of the Identity Fraud Expense Reimbursement Insuring Agreement:

Director or Officer shall also mean any natural person who is a duly elected or appointed trustee, director or officer of any Plan.

2. The following is added to the definition of Employee in the Definitions section of the General Terms, Conditions and Limitations of the Identity Fraud Expense Reimbursement Insuring Agreement:

Employee shall also mean any natural person, other than a Leased Employee or Independent Contractor, who is an employee of any Plan, and who is not a Director or Officer, whether such employee is in a supervisory, co-worker or subordinate position or otherwise, including any part-time, seasonal or temporary employee.

3. The following is added to the Definitions section of the General Terms, Conditions and Limitations of the Identity Fraud Expense Reimbursement Insuring Agreement:

Plan means:

- (a) any employee benefit plan (as defined by ERISA) which is operated solely by the Company, or jointly by the Company and a labor organization, for the benefit of the

Employees of the Company located anywhere in the world, if such plan existed before the Policy Period or is afforded coverage pursuant to the Changes In Exposure section;

- (b) any other employee benefit plan not subject to Title 1 of ERISA sponsored solely by the Company for the benefit of the Employees of the Company, if such plan existed before the Policy Period or is afforded coverage pursuant to the Changes In Exposure section;
- (c) any other employee benefit plan if listed as a Plan in an endorsement to this Policy; or
- (d) any government-mandated benefit program for workers compensation, unemployment, social security or disability benefits for Employees;

provided that Plan shall not include any multi-employer plan or employee stock ownership plan (as defined by ERISA) unless such plan is specifically listed as a Plan in an endorsement to this Policy.

4. The following replaces the Acquisition or Creation of Another Entity subsection of the Changes in Exposure section of the General Terms, Conditions and Limitations of the Identity Fraud Expense Reimbursement Insuring Agreement:

Acquisition or Creation of Another Entity or Plan

If during the Policy Period the Company:

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

Name of Insured

**Policy Number
Processing Date**

Effective Date

(c) creates a Plan; or

(d) acquires a Plan through merger into or consolidation with the Company,

this Identity Fraud Expense Reimbursement Insuring Agreement will provide coverage to the Insured Persons of such entity or Plan as follows:

If the fair value of all cash, securities, assumed indebtedness and other consideration paid by the Company for any such creation or acquisition is less than 25% of the total assets of all the Companies, as reflected in the Parent Company's or Plans' most recent financial statements as of the inception of the Policy Period, such Insured Persons shall automatically be covered under this Identity Fraud Expense Reimbursement Insuring Agreement, but only with respect to Identity Fraud Discovered after such creation or acquisition.

With respect to all other creations or acquisitions described in subparts (a), (b), (c) or (d) above, such Insured Persons shall automatically be covered under this Identity Fraud Expense Reimbursement Insuring Agreement, but only for ninety (90) days or the remainder of the Policy Period, whichever is less, following the effective date of such creation or acquisition, ("Automatic Coverage Period") and only with respect to Identity Fraud Discovered after such creation or acquisition. As a condition precedent to further coverage with respect to such Insured Persons after the Automatic Coverage Period, the Parent Company shall give written notice of such creation or acquisition to the Insurer as soon as practicable, but in no event later than forty-five (45) days following the effective date of such creation or acquisition, and shall thereafter promptly provide to the Insurer such information as the Insurer may request. Upon receipt of such notice and other information, the Insurer shall promptly provide to the Parent Company a quotation for coverage under this Identity Fraud Expense Reimbursement Insuring Agreement for such Insured Persons for the remainder of the Policy Period. If the Parent Company fails to comply with such condition precedent, or if within thirty (30) days following receipt of such quotation the Parent Company fails to pay any additional premium or fails to agree to any additional coverage terms and conditions as set forth in such quotation, coverage otherwise afforded by this subsection for such Insured Persons shall terminate upon expiration of the Automatic Coverage Period.

Notwithstanding the foregoing, no coverage shall be afforded under this subsection with respect to the Insured Persons of any multi-employer plan or employee stock ownership plan (as defined by ERISA)

unless such coverage is specifically granted by endorsement to this Policy.

5. The Cessation of Subsidiaries subsection of the General Terms, Conditions and Limitations of the Identity Fraud Expense Reimbursement Insuring Agreement is renamed "Cessation of Subsidiaries or Plans" and the following is added to such subsection:

If during the Policy Period, a Plan ceases to be sponsored by a Company, coverage under this Identity Fraud Expense Reimbursement Insuring Agreement for the Insured Persons of such Plan shall terminate as of the date such Plan ceased to be sponsored by a Company.

6. The following subsection is added to the General Terms, Conditions and Limitations of the Identity Fraud Expense Reimbursement Insuring Agreement:

Termination of Plan

If before or during the Policy Period, a Plan is terminated, coverage under this Identity Fraud Expense Reimbursement Insuring Agreement for the Insured Persons of such Plan shall continue until the termination of the Identity Fraud Expense Reimbursement Insuring Agreement.

All other terms of your policy remain the same.



Travelers SelectOneSM for Credit Unions

IDENTITY FRAUD EXPENSE REIMBURSEMENT INSURING AGREEMENT

The following is added to the IMPORTANT NOTE on the Declarations of this Policy:

The Identity Fraud Expense Reimbursement Insuring Agreement made part of this Policy is not claims made coverage. With respect to such agreement, this Policy covers only Identity Fraud Expenses incurred by any Insured Person as a direct result of any Identity Fraud Discovered during the Policy Period.

The following is added to the **LIMITS OF LIABILITY** section of the Declarations of this Policy:

Coverage is effective for the Identity Fraud Expense Reimbursement Insuring Agreement made part of this Policy only if an Each Insuring Agreement Limit of Insurance for the Identity Fraud Expense Reimbursement Insuring Agreement is set forth below.

LIMIT OF INSURANCE

EACH INSURING AGREEMENT LIMIT OF INSURANCE:

Identity Fraud Expense Reimbursement Insuring Agreement: \$ Each
Insured Person for each Identity Fraud

Note: The Each Insuring Agreement Limit of Insurance for the Identity Fraud Expense Reimbursement Insuring Agreement is the maximum amount payable by the Insurer for all Identity Fraud Expenses incurred by each Insured Person as a direct result of each Identity Fraud. The Each Insuring Agreement Limit of Insurance for the Identity Fraud Expense Reimbursement Insuring Agreement is not subject to the Policy Year Total Limit of Liability.

The following is added to the **RETENTIONS** section of the Declarations of this Policy:

Identity Fraud Expense Reimbursement Insuring Agreement: \$ Each
Insured Person for each Identity Fraud

Name of Insured	Policy Number Processing Date	Effective Date
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The following is added to the **ADDITIONAL INSUREDS** section of the Declarations of this Policy:

Identity Fraud Expense Reimbursement Insuring Agreement:

Additional Insured Persons:

Name of Insured	Policy Number Processing Date	Effective Date
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In consideration of payment of the premium and in reliance upon the statements made in the Application, which are made a part hereof and deemed attached hereto, and subject to the Declarations, the General Terms, Conditions and Limitations of this Identity Fraud Expense Reimbursement Insuring Agreement, and the limitations, conditions, provisions and other terms of this Identity Fraud Expense Reimbursement Insuring Agreement, the Insurer, the Company and the Insured Persons agree as follows:

Identity Fraud Expense Reimbursement Coverage

The Insurer shall reimburse any Insured Person for Identity Fraud Expenses incurred by such Insured Person as a direct result of any Identity Fraud Discovered during the Policy Period.

It is understood and agreed that only with respect to this Identity Fraud Expense Reimbursement Insuring Agreement, the following replaces the General Terms, Conditions and Limitations of this Policy:

GENERAL TERMS, CONDITIONS AND LIMITATIONS

Definitions

When used in this Identity Fraud Expense Reimbursement Insuring Agreement, either in the singular or the plural, the following terms have the following meanings:

Application means all signed applications, including attachments and materials submitted therewith, for this Policy or for any policy of which this Policy is a direct or indirect renewal or replacement. All such applications, attachments and materials are deemed attached to and incorporated into this Policy.

Company means any entity named in the Declarations and its Subsidiaries.

Director or Officer means:

- (a) any natural person who is a duly elected or appointed director, officer, member of the board of managers, or management committee member of any Company

incorporated or chartered in the United States of America;

- (b) with respect to any Non-Profit Entity that is a Subsidiary, any natural person who is a duly elected or appointed director, officer or trustee of any such Subsidiary incorporated or chartered in the United States of America; or
- (c) with respect to a Company incorporated or chartered outside the United States of America, any natural person who is in a position that is the functional equivalent of any duly elected or appointed director or officer of any Company.

Discovered, Discovery or Discovers means the moment when the Insured Person first becomes aware of facts which would cause a reasonable person to assume that a loss of a type covered under this Identity Fraud Expense Reimbursement Insuring Agreement has been or will be incurred, even though the exact details of loss may not then be known.

Employee means any natural person, other than a Leased Employee or Independent Contractor, who is an employee of the Company and who is not a Director or Officer, whether such employee is in a supervisory, co-worker or subordinate position or otherwise, including any part-time, seasonal or temporary employee.

Identity Fraud means the act of knowingly transferring or using, without lawful authority, a means of identification of any Insured Person with the intent to commit, aid or abet any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.

Identity Fraud Expenses means:

- (a) costs for notarizing fraud affidavits or similar documents for credit agencies, financial institutions, merchants or other credit grantors that have required that such affidavits be notarized;
- (b) costs for certified mail to law enforcement agencies, credit agencies, financial institutions, merchants or other credit grantors;
- (c) costs for long distance telephone calls to law enforcement agencies, credit agencies, financial institutions, merchants or other credit grantors to report or discuss any actual Identity Fraud;

Name of Insured	Policy Number	Effective Date
	Processing Date	

(d) lost wages, up to a maximum payment of one thousand dollars (\$1,000) per week for a maximum period of five (5) weeks, as a result of absence from employment:

(i) to communicate with law enforcement agencies, legal counsel, credit agencies, financial institutions, merchants or other credit grantors;

(ii) to complete fraud affidavits or similar documents; or

(iii) due to wrongful incarceration arising solely from someone having committed a crime in an Insured Person's name; provided, that lost wages shall not apply in the case of wrongful incarceration absent all charges being dismissed or an acquittal;

(e) loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information;

(f) reasonable attorney fees incurred, with the Insurer's prior written consent, for:

(i) defense of lawsuits brought against the Insured Person by financial institutions, merchants, other credit grantors or their collection agencies;

(ii) the removal of any criminal or civil judgments wrongly entered against an Insured Person; or

(iii) challenging the accuracy or completeness of any information in a consumer credit report; and

(g) costs for daycare and eldercare incurred solely as a direct result of any Identity Fraud Discovered during the Policy Period.

Independent Contractor means a natural person, other than a Director, Officer, Employee or Leased Employee, who renders service to the Company in the course of independent employment pursuant to a contract for specified services.

Insured means the Insured Persons.

Insured Persons means:

(a) Directors or Officers;

(b) Employees;

(c) any natural person who is specifically scheduled as an Additional Insured Person under the Identity Fraud Expense Reimbursement Insuring Agreement in the Additional Insureds section of the Declarations;

(d) any natural person who is the lawful spouse, or person qualifying as a domestic partner under the provisions of any applicable federal, state or local law, of any person described in subparts (a), (b) or (c) above;

(e) any natural person who is a child of any Insured Person described in subparts (a), (b), (c) or (d) above and is:

(i) under the age of eighteen (18) years of age; and

(ii) a resident of the same household of such Insured Person; and

(f) any natural person who is a parent of any Insured Person described in subparts (a), (b), (c) or (d) above and is a resident of the same household of such Insured Person.

Leased Employee means a natural person, other than a Director or Officer, Employee or Independent Contractor, who is leased to the Company to perform work for the Company and for whom the Company controls the means and manner of the work performed.

Non-Profit Entity means any non-profit corporation, community chest, fund or foundation that is exempt from federal income tax as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

Parent Company means the Company first named in the Declarations.

Name of Insured	Policy Number Processing Date	Effective Date
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Policy means the Declarations, General Terms, Conditions and Limitations, each Insuring Agreement, any endorsements hereto, and the Application.

Policy Period means the period of time set forth in the Declarations, subject to prior termination in accordance with the Termination of Coverage section.

Subsidiary means:

- (a) any entity in which more than 50% of the outstanding voting securities representing the present right to vote for election of directors is owned, directly or indirectly, in any combination, by one or more Companies;
- (b) any Non-Profit Entity or political action committee in which the right to elect or otherwise appoint more than 50% of such entity's directors or trustees, or political action committee's members, is owned, or controlled, directly or indirectly, in any combination, by one or more Companies;
- (c) any limited liability company in which the right to elect or otherwise appoint or designate more than 50% of such limited liability company's managers is owned or controlled, directly or indirectly, in any combination, by one or more Companies; or
- (d) any joint venture in which the right to elect or otherwise appoint more than 50% of such entity's directors, trustees or other equivalent executives is owned or controlled, directly or indirectly, in any combination, by one or more Companies.

Exclusions

This Identity Fraud Expense Reimbursement Insuring Agreement shall not apply to, and the Insurer shall have no obligation to reimburse Identity Fraud Expenses for:

- 1. loss due to any fraudulent, dishonest, or criminal act by the Insured Person who is seeking reimbursement of Identity Fraud Expenses under this Identity Fraud Expense Reimbursement Insuring Agreement or by any person acting in collusion with such Insured Person;
- 2. an Identity Fraud Discovered during such time that an individual was not an Insured Person;

3. loss resulting directly or indirectly from war, whether or not declared; civil war; insurrection; rebellion or revolution; military, naval or usurped power; government intervention, expropriation or nationalization; or any act or condition related to any of the foregoing; or

4. loss resulting directly or indirectly from nuclear reaction, nuclear radiation, radioactive contamination, biological or chemical contamination or any related act or incident.

Limit of Insurance and Retention

For the purpose of this Identity Fraud Expense Reimbursement Insuring Agreement, all acts incidental to an Identity Fraud, any series of related Identity Frauds, and all Identity Frauds arising from the same method of operation or a common scheme or plan, whether committed by one or more persons, shall be deemed to arise out of one act and shall be treated as one Identity Fraud.

Limit of Insurance

The Insurer's maximum liability for all Identity Fraud Expenses incurred by each Insured Person for each Identity Fraud Discovered during the Policy Period shall be the Identity Fraud Expense Reimbursement Insuring Agreement Limit of Insurance set forth in the Declarations under the Each Insuring Agreement Limit of Insurance section. If an act causes a covered loss to more than one Insured Person, the Each Insuring Agreement Limit of Insurance for the Identity Fraud Expense Reimbursement Insuring Agreement shall apply to each such Insured Person separately.

Retentions

The Insurer's liability with respect to Identity Fraud Expenses arising from each Identity Fraud for each Insured Person shall apply only to that part of Identity Fraud Expenses which are in excess of the Retention set forth in the Declarations under the Retentions section, and such Retention shall be borne by the Insured Person uninsured and at their own risk.

If an act causes a covered loss to more than one Insured Person, the Retention for the Identity Fraud Expense Reimbursement Insuring Agreement shall apply to each such Insured Person separately and there shall be no aggregate Retention.

Name of Insured	Policy Number	Effective Date
	Processing Date	

Period To Report Discovered Loss

This Identity Fraud Expense Reimbursement Insuring Agreement applies only to Identity Fraud that is Discovered during the Policy Period and reported to the Insurer during the Policy Period or within thirty days thereafter.

Insured Person’s Duties In The Event Of Loss

Upon knowledge or Discovery of a loss or occurrence that may give rise to a claim under this Identity Fraud Expense Reimbursement Insuring Agreement, the Insured Person shall:

1. give the Insurer written notice thereof as soon as practicable, but in no event later than thirty days after the expiration of the Policy Period;
2. keep books, receipts, bills and other records in such manner that the Insurer can accurately determine the amount of any loss;
3. file a detailed proof of loss, duly sworn to, with the Insurer within four (4) months after the Discovery of such loss;
4. notify law enforcement authorities;
5. at the request of the Insurer, submit to examination under oath and give the Insurer a signed statement of the answers;
6. at the request of the Insurer, produce for the Insurer’s examination all pertinent books, receipts, bills, and other records, at such reasonable time and places as the Insurer shall designate; and
7. cooperate with the Insurer in all matters pertaining to loss or claims with respect thereto.

Compliance with all terms and conditions of this Identity Fraud Expense Reimbursement Insuring Agreement is a condition precedent to recovery under this Identity Fraud Expense Reimbursement Insuring Agreement.

Other Insurance

This Identity Fraud Expense Reimbursement Insuring Agreement shall apply only as excess insurance over, and shall not contribute with any other valid and collectible insurance available to the Insured Person. As excess insurance, this Identity Fraud Expense Reimbursement Insuring Agreement will not apply or contribute to the payment of loss or Identity Fraud Expenses until the amount of such other insurance or indemnity has been exhausted by payment of loss or Identity Fraud Expenses covered thereunder. If the limit of the other insurance or indemnity is insufficient to cover the entire amount of loss or Identity Fraud Expenses, this Identity Fraud Expense Reimbursement Insuring Agreement will apply to that part of Identity Fraud Expenses not recoverable or recovered under the other insurance or indemnity. This Identity Fraud Expense Reimbursement Insuring Agreement will not be subject to the terms of any other insurance.

Changes in Exposure

Acquisition or Creation of Another Entity

If during the Policy Period the Company:

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

this Identity Fraud Expense Reimbursement Insuring Agreement will provide coverage to the Insured Persons of such entity as follows:

If the fair value of all cash, securities, assumed indebtedness and other consideration paid by the Company for any such creation or acquisition is less than 25% of the total assets of all the Companies, as reflected in the Parent Company’s most recent financial statements as of the inception of the Policy Period, such Insured Persons shall automatically be covered under this Identity Fraud Expense Reimbursement Insuring Agreement, but only with respect to Identity Fraud Discovered after such creation or acquisition.

Name of Insured	Policy Number	Effective Date
	Processing Date	

With respect to all other creations or acquisitions described in subparts (a) or (b) above, such Insured Persons shall automatically be covered under this Identity Fraud Expense Reimbursement Insuring Agreement, but only for ninety (90) days or the remainder of the Policy Period, whichever is less, following the effective date of such creation or acquisition, ("Automatic Coverage Period") and only with respect to Identity Fraud Discovered after such creation or acquisition. As a condition precedent to further coverage with respect to such Insured Persons after the Automatic Coverage Period, the Parent Company shall give written notice of such creation or acquisition to the Insurer as soon as practicable, but in no event later than forty-five (45) days following the effective date of such creation or acquisition, and shall thereafter promptly provide to the Insurer such information as the Insurer may request. Upon receipt of such notice and other information, the Insurer shall promptly provide to the Parent Company a quotation for coverage under this Identity Fraud Expense Reimbursement Insuring Agreement for such Insured Persons for the remainder of the Policy Period. If the Parent Company fails to comply with such condition precedent, or if within thirty (30) days following receipt of such quotation the Parent Company fails to pay any additional premium or fails to agree to any additional coverage terms and conditions as set forth in such quotation, coverage otherwise afforded by this subsection for such Insured Persons shall terminate upon expiration of the Automatic Coverage Period.

Acquisition or Charter Conversion of Parent Company

If during the Policy Period:

- (a) the Parent Company merges into or consolidates with another entity and the Parent Company is not the surviving entity;
- (b) another entity or person, or a group of entities or persons acting in concert, acquires the right to elect or otherwise appoint more than 50% of the directors, or members of the board of managers of the Parent Company; or
- (c) the Parent Company converts its charter to a charter other than a federal, state or community credit union charter,

coverage under this Identity Fraud Expense Reimbursement Insuring Agreement shall terminate as

of the effective date of such merger, consolidation, acquisition or charter conversion.

The Parent Company shall give written notice of such merger, consolidation, acquisition or charter conversion to the Insurer as soon as practicable together with such information as the Insurer may request.

Cessation of Subsidiaries

If during the Policy Period an entity ceases to be a Subsidiary, coverage under this Identity Fraud Expense Reimbursement Insuring Agreement for the Insured Persons of such Subsidiary shall terminate as of the date such entity ceased to be a Subsidiary.

Territory and Valuation

All premiums, limits, retentions, Identity Fraud Expense and other amounts under this Identity Fraud Expense Reimbursement Insuring Agreement are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is denominated or another element of Identity Fraud Expenses under this Identity Fraud Expense Reimbursement Insuring Agreement is stated in a currency other than United States of America dollars, payment under this Identity Fraud Expense Reimbursement Insuring Agreement shall be made in United States of America dollars at the rate of exchange published in The Wall Street Journal on the date the final judgment is reached, the amount of the settlement is agreed upon or the payment of other element of Identity Fraud Expenses is due, respectively.

Coverage under this Identity Fraud Expense Reimbursement Insuring Agreement shall extend to Identity Fraud occurring anywhere in the world.

Termination of Coverage

This Identity Fraud Expense Reimbursement Insuring Agreement shall terminate at the earliest of the following times:

- (a) the effective date of termination specified in a prior written notice by the Parent Company to the Insurer;
- (b) upon expiration of the Policy Period as set forth in the Declarations;

Name of Insured	Policy Number	Effective Date
	Processing Date	

- (c) ten (10) days after receipt by the Parent Company of a written notice of termination of this Policy from the Insurer for failure to pay a premium when due, unless the premium is paid within such ten (10) day period;
- (d) the effective date of the Parent Company merger, consolidation, acquisition or charter conversion as described in the Acquisition or Charter Conversion of Parent Company subsection of the Changes in Exposure section; or
- (e) at such other time as may be agreed upon by the Insurer and the Parent Company.

The Insurer may not terminate this Identity Fraud Expense Reimbursement Insuring Agreement before expiration of the Policy Period, except as provided above for non-payment of a premium. The Insurer shall refund the unearned premium computed at customary short rates if this Identity Fraud Expense Reimbursement Insuring Agreement is terminated by the Parent Company. Under any other circumstances, the refund shall be computed pro rata. Payment or tender of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made as soon as practicable.

Subrogation

In the event of any payment under this Policy, the Insurer shall be subrogated to the extent of such payment to all of the Insureds' rights of recovery, including the Insured Persons' rights to indemnification or advancement from the Company. The Insureds shall execute all papers required and shall do everything necessary to secure and preserve all rights of recovery, including the execution of such documents necessary to enable the Insurer effectively to bring suit in the name of the Insureds.

Recoveries

All recoveries for payments made under this Identity Fraud Expense Reimbursement Insuring Agreement shall be applied, after first deducting the costs and

expenses incurred in obtaining such recovery, in the following order of priority:

1. first, to the Insured Person to reimburse such Insured Person for Identity Fraud Expenses he or she has paid which would have been paid under this Identity Fraud Expense Reimbursement Insuring Agreement but for the fact that such expenses are in excess of the applicable Limit of Insurance;
2. second, to the Insurer in satisfaction of amounts paid or to be paid to the Insured Person in settlement of any covered claim; and
3. third, to the Insured Person in satisfaction of any applicable Retention;

Provided, recoveries do not include any recovery from insurance, suretyship, reinsurance, security or indemnity taken for the Insurer's benefit.

Action Against the Insurer

No action shall lie against the Insurer, unless:

1. there shall have been full compliance with all of the terms of this Identity Fraud Expense Reimbursement Insuring Agreement;
2. such action is brought more than ninety (90) days after the Insured Person has filed proof of loss with the Insurer; and
3. such action is brought within two (2) years from the date when the Insured Person first Discovers the loss;

If any limitation in this section is deemed inconsistent with the applicable state law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

Alteration and Assignment

No change in, modification of, or assignment of interest under this Policy shall be effective except when made by a written endorsement to this Policy that is signed by an authorized representative of the Insurer.

Name of Insured	Policy Number	Effective Date
	Processing Date	

Interests Covered

This Identity Fraud Expense Reimbursement Insuring Agreement shall be for the sole benefit of the Insured Persons and the Company. It provides no rights or benefits to any other person, entity or organization.

This Identity Fraud Expense Reimbursement Insuring Agreement is void as to any Insured Person if, at any time, such Insured Person intentionally conceals or misrepresents a material fact concerning this insurance or a claim under this Identity Fraud Expense Reimbursement Insuring Agreement.

Concealment or Misrepresentation

Name of Insured	Policy Number Processing Date	Effective Date
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ADD COVERAGE FOR TRUSTEES, DIRECTORS, OFFICERS OR EMPLOYEES OF ANY PLAN – IDENTITY FRAUD EXPENSE REIMBURSEMENT INSURING AGREEMENT – CREDIT UNIONS

In consideration of the premium charged, and only with respect to the coverage provided under the Identity Fraud Expense Reimbursement Insuring Agreement made part of this Policy, it is understood and agreed that:

1. The following is added to the definition of Director or Officer in the Definitions section of the General Terms, Conditions and Limitations of the Identity Fraud Expense Reimbursement Insuring Agreement:

Director or Officer shall also mean any natural person who is a duly elected or appointed trustee, director or officer of any Plan.

2. The following is added to the definition of Employee in the Definitions section of the General Terms, Conditions and Limitations of the Identity Fraud Expense Reimbursement Insuring Agreement:

Employee shall also mean any natural person, other than a Leased Employee or Independent Contractor, who is an employee of any Plan, and who is not a Director or Officer, whether such employee is in a supervisory, co-worker or subordinate position or otherwise, including any part-time, seasonal or temporary employee.

3. The following is added to the Definitions section of the General Terms, Conditions and Limitations of the Identity Fraud Expense Reimbursement Insuring Agreement:

Plan means:

- (a) any employee benefit plan (as defined by ERISA) which is operated solely by the Company, or jointly by the Company and a labor organization, for the benefit of the Employees of the Company located anywhere

in the world, if such plan existed before the Policy Period or is afforded coverage pursuant to the Changes In Exposure section;

- (b) any other employee benefit plan not subject to Title 1 of ERISA sponsored solely by the Company for the benefit of the Employees of the Company, if such plan existed before the Policy Period or is afforded coverage pursuant to the Changes In Exposure section;
- (c) any other employee benefit plan if listed as a Plan in an endorsement to this Policy; or
- (d) any government-mandated benefit program for workers compensation, unemployment, social security or disability benefits for Employees;

provided that Plan shall not include any multi-employer plan or employee stock ownership plan (as defined by ERISA) unless such plan is specifically listed as a Plan in an endorsement to this Policy.

4. The following replaces the Acquisition or Creation of Another Entity subsection of the Changes in Exposure section of the General Terms, Conditions and Limitations of the Identity Fraud Expense Reimbursement Insuring Agreement:

Acquisition or Creation of Another Entity or Plan

If during the Policy Period the Company:

- (a) acquires securities in another entity or creates another entity, which as a result of such acquisition or creation becomes a Subsidiary;
- (b) acquires any entity by merger into or consolidation with the Company;
- (c) creates a Plan; or

Name of Insured	Policy Number Processing Date	Effective Date
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(d) acquires a Plan through merger into or consolidation with the Company,

this Identity Fraud Expense Reimbursement Insuring Agreement will provide coverage to the Insured Persons of such entity or Plan as follows:

If the fair value of all cash, securities, assumed indebtedness and other consideration paid by the Company for any such creation or acquisition is less than 25% of the total assets of all the Companies, as reflected in the Parent Company's or Plans' most recent financial statements as of the inception of the Policy Period, such Insured Persons shall automatically be covered under this Identity Fraud Expense Reimbursement Insuring Agreement, but only with respect to Identity Fraud Discovered after such creation or acquisition.

With respect to all other creations or acquisitions described in subparts (a), (b), (c) or (d) above, such Insured Persons shall automatically be covered under this Identity Fraud Expense Reimbursement Insuring Agreement, but only for ninety (90) days or the remainder of the Policy Period, whichever is less, following the effective date of such creation or acquisition, ("Automatic Coverage Period") and only with respect to Identity Fraud Discovered after such creation or acquisition. As a condition precedent to further coverage with respect to such Insured Persons after the Automatic Coverage Period, the Parent Company shall give written notice of such creation or acquisition to the Insurer as soon as practicable, but in no event later than forty-five (45) days following the effective date of such creation or acquisition, and shall thereafter promptly provide to the Insurer such information as the Insurer may request. Upon receipt of such notice and other information, the Insurer shall promptly provide to the Parent Company a quotation for coverage under this Identity Fraud Expense Reimbursement Insuring Agreement for such Insured Persons for the remainder of the Policy Period. If the Parent Company fails to comply with such condition precedent, or if within thirty (30) days following receipt of such quotation the Parent Company fails to pay any additional premium or fails to agree to any additional coverage terms and conditions as set forth in such quotation, coverage otherwise afforded by this subsection for such Insured Persons shall terminate upon expiration of the Automatic Coverage Period.

Notwithstanding the foregoing, no coverage shall be afforded under this subsection with respect to the Insured Persons of any multi-employer plan or employee stock ownership plan (as defined by ERISA)

unless such coverage is specifically granted by endorsement to this Policy.

5. The Cessation of Subsidiaries subsection of the General Terms, Conditions and Limitations of the Identity Fraud Expense Reimbursement Insuring Agreement is renamed "Cessation of Subsidiaries or Plans" and the following is added to such subsection:

If during the Policy Period, a Plan ceases to be sponsored by a Company, coverage under this Identity Fraud Expense Reimbursement Insuring Agreement for the Insured Persons of such Plan shall terminate as of the date such Plan ceased to be sponsored by a Company.

6. The following subsection is added to the General Terms, Conditions and Limitations of the Identity Fraud Expense Reimbursement Insuring Agreement:

Termination of Plan

If before or during the Policy Period, a Plan is terminated, coverage under this Identity Fraud Expense Reimbursement Insuring Agreement for the Insured Persons of such Plan shall continue until the termination of the Identity Fraud Expense Reimbursement Insuring Agreement.

All other terms of your policy remain the same.



Travelers SelectOneSM for Insurance Companies

IDENTITY FRAUD EXPENSE REIMBURSEMENT INSURING AGREEMENT

The following is added to the IMPORTANT NOTE on the Declarations of this Policy:

The Identity Fraud Expense Reimbursement Insuring Agreement made part of this Policy is not claims made coverage. With respect to such agreement, this Policy covers only Identity Fraud Expenses incurred by any Insured Person as a direct result of any Identity Fraud Discovered during the Policy Period.

The following is added to the **LIMITS OF LIABILITY** section of the Declarations of this Policy:

Coverage is effective for the Identity Fraud Expense Reimbursement Insuring Agreement made part of this Policy only if an Each Insuring Agreement Limit of Insurance for the Identity Fraud Expense Reimbursement Insuring Agreement is set forth below.

LIMIT OF INSURANCE

EACH INSURING AGREEMENT LIMIT OF INSURANCE:

Identity Fraud Expense Reimbursement Insuring Agreement: \$ Each
Insured Person for each Identity Fraud

Note: The Each Insuring Agreement Limit of Insurance for the Identity Fraud Expense Reimbursement Insuring Agreement is the maximum amount payable by the Insurer for all Identity Fraud Expenses incurred by each Insured Person as a direct result of each Identity Fraud. The Each Insuring Agreement Limit of Insurance for the Identity Fraud Expense Reimbursement Insuring Agreement is not subject to the Policy Year Total Limit of Liability.

The following is added to the **RETENTIONS** section of the Declarations of this Policy:

Identity Fraud Expense Reimbursement Insuring Agreement: \$ Each
Insured Person for each Identity Fraud

Name of Insured	Policy Number Processing Date	Effective Date
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The following is added to the **ADDITIONAL INSUREDS** section of the Declarations of this Policy:

Identity Fraud Expense Reimbursement Insuring Agreement:

Additional Insured Persons:

Name of Insured	Policy Number Processing Date	Effective Date
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In consideration of payment of the premium and in reliance upon the statements made in the Application, which are made a part hereof and deemed attached hereto, and subject to the Declarations, the General Terms, Conditions and Limitations of this Identity Fraud Expense Reimbursement Insuring Agreement, and the limitations, conditions, provisions and other terms of this Identity Fraud Expense Reimbursement Insuring Agreement, the Insurer, the Company and the Insured Persons agree as follows:

Identity Fraud Expense Reimbursement Coverage

The Insurer shall reimburse any Insured Person for Identity Fraud Expenses incurred by such Insured Person as a direct result of any Identity Fraud Discovered during the Policy Period.

It is understood and agreed that only with respect to this Identity Fraud Expense Reimbursement Insuring Agreement, the following replaces the General Terms, Conditions and Limitations of this Policy:

GENERAL TERMS, CONDITIONS AND LIMITATIONS

Definitions

When used in this Identity Fraud Expense Reimbursement Insuring Agreement, either in the singular or the plural, the following terms have the following meanings:

Application means all signed applications, including attachments and materials submitted therewith, for this Policy or for any policy of which this Policy is a direct or indirect renewal or replacement. All such applications, attachments and materials are deemed attached to and incorporated into this Policy.

Company means any entity named in the Declarations and its Subsidiaries.

Director or Officer means:

- (a) any natural person who is a duly elected or appointed director, officer, member of the board of managers, or management committee member of any Company

incorporated or chartered in the United States of America;

- (b) with respect to any Non-Profit Entity that is a Subsidiary, any natural person who is a duly elected or appointed director, officer or trustee of any such Subsidiary incorporated or chartered in the United States of America; or
- (c) with respect to a Company incorporated or chartered outside the United States of America, any natural person who is in a position that is the functional equivalent of any duly elected or appointed director or officer of any Company.

Discovered, Discovery or Discovers means the moment when the Insured Person first becomes aware of facts which would cause a reasonable person to assume that a loss of a type covered under this Identity Fraud Expense Reimbursement Insuring Agreement has been or will be incurred, even though the exact details of loss may not then be known.

Employee means any natural person, other than a Leased Employee or Independent Contractor, who is an employee of the Company and who is not a Director or Officer, whether such employee is in a supervisory, co-worker or subordinate position or otherwise, including any part-time, seasonal or temporary employee.

Identity Fraud means the act of knowingly transferring or using, without lawful authority, a means of identification of any Insured Person with the intent to commit, aid or abet any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.

Identity Fraud Expenses means:

- (a) costs for notarizing fraud affidavits or similar documents for credit agencies, financial institutions, merchants or other credit grantors that have required that such affidavits be notarized;
- (b) costs for certified mail to law enforcement agencies, credit agencies, financial institutions, merchants or other credit grantors;
- (c) costs for long distance telephone calls to law enforcement agencies, credit agencies, financial institutions, merchants or other credit grantors to report or discuss any actual Identity Fraud;

Name of Insured	Policy Number	Effective Date
	Processing Date	

(d) lost wages, up to a maximum payment of one thousand dollars (\$1,000) per week for a maximum period of five (5) weeks, as a result of absence from employment:

(i) to communicate with law enforcement agencies, legal counsel, credit agencies, financial institutions, merchants or other credit grantors;

(ii) to complete fraud affidavits or similar documents; or

(iii) due to wrongful incarceration arising solely from someone having committed a crime in an Insured Person's name; provided, that lost wages shall not apply in the case of wrongful incarceration absent all charges being dismissed or an acquittal;

(e) loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information;

(f) reasonable attorney fees incurred, with the Insurer's prior written consent, for:

(i) defense of lawsuits brought against the Insured Person by financial institutions, merchants, other credit grantors or their collection agencies;

(ii) the removal of any criminal or civil judgments wrongly entered against an Insured Person; or

(iii) challenging the accuracy or completeness of any information in a consumer credit report; and

(g) costs for daycare and eldercare incurred solely as a direct result of any Identity Fraud Discovered during the Policy Period.

Independent Contractor means a natural person, other than a Director, Officer, Employee or Leased Employee, who renders service to the Company in the course of independent employment pursuant to a contract for specified services.

Insured means the Insured Persons.

Insured Persons means:

(a) Directors or Officers;

(b) Employees;

(c) any natural person who is specifically scheduled as an Additional Insured Person under the Identity Fraud Expense Reimbursement Insuring Agreement in the Additional Insureds section of the Declarations;

(d) any natural person who is the lawful spouse, or person qualifying as a domestic partner under the provisions of any applicable federal, state or local law, of any person described in subparts (a), (b) or (c) above;

(e) any natural person who is a child of any Insured Person described in subparts (a), (b), (c) or (d) above and is:

(i) under the age of eighteen (18) years of age; and

(ii) a resident of the same household of such Insured Person; and

(f) any natural person who is a parent of any Insured Person described in subparts (a), (b), (c) or (d) above and is a resident of the same household of such Insured Person.

Leased Employee means a natural person, other than a Director or Officer, Employee or Independent Contractor, who is leased to the Company to perform work for the Company and for whom the Company controls the means and manner of the work performed.

Non-Profit Entity means any non-profit corporation, community chest, fund or foundation that is exempt from federal income tax as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

Parent Company means the Company first named in the Declarations.

Name of Insured	Policy Number Processing Date	Effective Date
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Policy means the Declarations, General Terms, Conditions and Limitations, each Insuring Agreement, any endorsements hereto, and the Application.

Policy Period means the period of time set forth in the Declarations, subject to prior termination in accordance with the Termination of Coverage section.

Subsidiary means:

- (a) any entity in which more than 50% of the outstanding voting securities representing the present right to vote for election of directors is owned, directly or indirectly, in any combination, by one or more Companies;
- (b) any Non-Profit Entity or political action committee in which the right to elect or otherwise appoint more than 50% of such entity's directors or trustees, or political action committee's members, is owned, or controlled, directly or indirectly, in any combination, by one or more Companies;
- (c) any limited liability company in which the right to elect or otherwise appoint or designate more than 50% of such limited liability company's managers is owned or controlled, directly or indirectly, in any combination, by one or more Companies; or
- (d) any joint venture in which the right to elect or otherwise appoint more than 50% of such entity's directors, trustees or other equivalent executives is owned or controlled, directly or indirectly, in any combination, by one or more Companies.

Exclusions

This Identity Fraud Expense Reimbursement Insuring Agreement shall not apply to, and the Insurer shall have no obligation to reimburse Identity Fraud Expenses for:

- 1. loss due to any fraudulent, dishonest, or criminal act by the Insured Person who is seeking reimbursement of Identity Fraud Expenses under this Identity Fraud Expense Reimbursement Insuring Agreement or by any person acting in collusion with such Insured Person;
- 2. an Identity Fraud Discovered during such time that an individual was not an Insured Person;

3. loss resulting directly or indirectly from war, whether or not declared; civil war; insurrection; rebellion or revolution; military, naval or usurped power; government intervention, expropriation or nationalization; or any act or condition related to any of the foregoing; or

4. loss resulting directly or indirectly from nuclear reaction, nuclear radiation, radioactive contamination, biological or chemical contamination or any related act or incident.

Limit of Insurance and Retention

For the purpose of this Identity Fraud Expense Reimbursement Insuring Agreement, all acts incidental to an Identity Fraud, any series of related Identity Frauds, and all Identity Frauds arising from the same method of operation or a common scheme or plan, whether committed by one or more persons, shall be deemed to arise out of one act and shall be treated as one Identity Fraud.

Limit of Insurance

The Insurer's maximum liability for all Identity Fraud Expenses incurred by each Insured Person for each Identity Fraud Discovered during the Policy Period shall be the Identity Fraud Expense Reimbursement Insuring Agreement Limit of Insurance set forth in the Declarations under the Each Insuring Agreement Limit of Insurance section. If an act causes a covered loss to more than one Insured Person, the Each Insuring Agreement Limit of Insurance for the Identity Fraud Expense Reimbursement Insuring Agreement shall apply to each such Insured Person separately.

Retentions

The Insurer's liability with respect to Identity Fraud Expenses arising from each Identity Fraud for each Insured Person shall apply only to that part of Identity Fraud Expenses which are in excess of the Retention set forth in the Declarations under the Retentions section, and such Retention shall be borne by the Insured Person uninsured and at their own risk.

If an act causes a covered loss to more than one Insured Person, the Retention for the Identity Fraud Expense Reimbursement Insuring Agreement shall apply to each such Insured Person separately and there shall be no aggregate Retention.

Name of Insured	Policy Number	Effective Date
	Processing Date	

Period To Report Discovered Loss

This Identity Fraud Expense Reimbursement Insuring Agreement applies only to Identity Fraud that is Discovered during the Policy Period and reported to the Insurer during the Policy Period or within thirty days thereafter.

Insured Person’s Duties In The Event Of Loss

Upon knowledge or Discovery of a loss or occurrence that may give rise to a claim under this Identity Fraud Expense Reimbursement Insuring Agreement, the Insured Person shall:

1. give the Insurer written notice thereof as soon as practicable, but in no event later than thirty days after the expiration of the Policy Period;
2. keep books, receipts, bills and other records in such manner that the Insurer can accurately determine the amount of any loss;
3. file a detailed proof of loss, duly sworn to, with the Insurer within four (4) months after the Discovery of such loss;
4. notify law enforcement authorities;
5. at the request of the Insurer, submit to examination under oath and give the Insurer a signed statement of the answers;
6. at the request of the Insurer, produce for the Insurer’s examination all pertinent books, receipts, bills, and other records, at such reasonable time and places as the Insurer shall designate; and
7. cooperate with the Insurer in all matters pertaining to loss or claims with respect thereto.

Compliance with all terms and conditions of this Identity Fraud Expense Reimbursement Insuring Agreement is a condition precedent to recovery under this Identity Fraud Expense Reimbursement Insuring Agreement.

Other Insurance

This Identity Fraud Expense Reimbursement Insuring Agreement shall apply only as excess insurance over, and shall not contribute with any other valid and collectible insurance available to the Insured Person. As excess insurance, this Identity Fraud Expense Reimbursement Insuring Agreement will not apply or contribute to the payment of loss or Identity Fraud Expenses until the amount of such other insurance or indemnity has been exhausted by payment of loss or Identity Fraud Expenses covered thereunder. If the limit of the other insurance or indemnity is insufficient to cover the entire amount of loss or Identity Fraud Expenses, this Identity Fraud Expense Reimbursement Insuring Agreement will apply to that part of Identity Fraud Expenses not recoverable or recovered under the other insurance or indemnity. This Identity Fraud Expense Reimbursement Insuring Agreement will not be subject to the terms of any other insurance.

Changes in Exposure

Acquisition or Creation of Another Entity

If during the Policy Period the Company:

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

this Identity Fraud Expense Reimbursement Insuring Agreement will provide coverage to the Insured Persons of such entity as follows:

If the fair value of all cash, securities, assumed indebtedness and other consideration paid by the Company for any such creation or acquisition is less than 25% of the total assets of all the Companies, as reflected in the Parent Company’s most recent financial statements as of the inception of the Policy Period, such Insured Persons shall automatically be covered under this Identity Fraud Expense Reimbursement Insuring Agreement, but only with respect to Identity Fraud Discovered after such creation or acquisition.

Name of Insured	Policy Number	Effective Date
	Processing Date	

With respect to all other creations or acquisitions described in subparts (a) or (b) above, such Insured Persons shall automatically be covered under this Identity Fraud Expense Reimbursement Insuring Agreement, but only for ninety (90) days or the remainder of the Policy Period, whichever is less, following the effective date of such creation or acquisition, ("Automatic Coverage Period") and only with respect to Identity Fraud Discovered after such creation or acquisition. As a condition precedent to further coverage with respect to such Insured Persons after the Automatic Coverage Period, the Parent Company shall give written notice of such creation or acquisition to the Insurer as soon as practicable, but in no event later than forty-five (45) days following the effective date of such creation or acquisition, and shall thereafter promptly provide to the Insurer such information as the Insurer may request. Upon receipt of such notice and other information, the Insurer shall promptly provide to the Parent Company a quotation for coverage under this Identity Fraud Expense Reimbursement Insuring Agreement for such Insured Persons for the remainder of the Policy Period. If the Parent Company fails to comply with such condition precedent, or if within thirty (30) days following receipt of such quotation the Parent Company fails to pay any additional premium or fails to agree to any additional coverage terms and conditions as set forth in such quotation, coverage otherwise afforded by this subsection for such Insured Persons shall terminate upon expiration of the Automatic Coverage Period.

Acquisition of Parent Company

If during the Policy Period:

- (a) the Parent Company merges into or consolidates with another entity and the Parent Company is not the surviving entity; or
- (b) another entity or person, or a group of entities or persons acting in concert, acquires the right to elect or otherwise appoint more than 50% of the directors, or members of the board of managers of the Parent Company,

coverage under this Identity Fraud Expense Reimbursement Insuring Agreement shall terminate as of the effective date of such merger, consolidation or acquisition.

The Parent Company shall give written notice of such merger, consolidation or acquisition to the Insurer as

soon as practicable together with such information as the Insurer may request.

Cessation of Subsidiaries

If during the Policy Period an entity ceases to be a Subsidiary, coverage under this Identity Fraud Expense Reimbursement Insuring Agreement for the Insured Persons of such Subsidiary shall terminate as of the date such entity ceased to be a Subsidiary.

Territory and Valuation

All premiums, limits, retentions, Identity Fraud Expense and other amounts under this Identity Fraud Expense Reimbursement Insuring Agreement are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is denominated or another element of Identity Fraud Expenses under this Identity Fraud Expense Reimbursement Insuring Agreement is stated in a currency other than United States of America dollars, payment under this Identity Fraud Expense Reimbursement Insuring Agreement shall be made in United States of America dollars at the rate of exchange published in The Wall Street Journal on the date the final judgment is reached, the amount of the settlement is agreed upon or the payment of other element of Identity Fraud Expenses is due, respectively.

Coverage under this Identity Fraud Expense Reimbursement Insuring Agreement shall extend to Identity Fraud occurring anywhere in the world.

Termination of Coverage

This Identity Fraud Expense Reimbursement Insuring Agreement shall terminate at the earliest of the following times:

- (a) the effective date of termination specified in a prior written notice by the Parent Company to the Insurer;
- (b) upon expiration of the Policy Period as set forth in the Declarations;
- (c) ten (10) days after receipt by the Parent Company of a written notice of termination of this Policy from the Insurer for failure to pay a

Name of Insured	Policy Number	Effective Date
	Processing Date	

premium when due, unless the premium is paid within such ten (10) day period;

- (d) the effective date of the Parent Company merger, consolidation or acquisition as described in the Acquisition of Parent Company subsection of the Changes in Exposure section; or
- (e) at such other time as may be agreed upon by the Insurer and the Parent Company.

The Insurer may not terminate this Identity Fraud Expense Reimbursement Insuring Agreement before expiration of the Policy Period, except as provided above for non-payment of a premium. The Insurer shall refund the unearned premium computed at customary short rates if this Identity Fraud Expense Reimbursement Insuring Agreement is terminated by the Parent Company. Under any other circumstances, the refund shall be computed pro rata. Payment or tender of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made as soon as practicable.

Subrogation

In the event of any payment under this Policy, the Insurer shall be subrogated to the extent of such payment to all of the Insureds' rights of recovery, including the Insured Persons' rights to indemnification or advancement from the Company. The Insureds shall execute all papers required and shall do everything necessary to secure and preserve all rights of recovery, including the execution of such documents necessary to enable the Insurer effectively to bring suit in the name of the Insureds.

Recoveries

All recoveries for payments made under this Identity Fraud Expense Reimbursement Insuring Agreement shall be applied, after first deducting the costs and expenses incurred in obtaining such recovery, in the following order of priority:

- 1. first, to the Insured Person to reimburse such Insured Person for Identity Fraud Expenses he or she has paid which would have been paid

under this Identity Fraud Expense Reimbursement Insuring Agreement but for the fact that such expenses are in excess of the applicable Limit of Insurance;

2. second, to the Insurer in satisfaction of amounts paid or to be paid to the Insured Person in settlement of any covered claim; and

3. third, to the Insured Person in satisfaction of any applicable Retention;

Provided, recoveries do not include any recovery from insurance, suretyship, reinsurance, security or indemnity taken for the Insurer's benefit.

Action Against the Insurer

No action shall lie against the Insurer, unless:

- 1. there shall have been full compliance with all of the terms of this Identity Fraud Expense Reimbursement Insuring Agreement;
- 2. such action is brought more than ninety (90) days after the Insured Person has filed proof of loss with the Insurer; and
- 3. such action is brought within two (2) years from the date when the Insured Person first Discovers the loss;

If any limitation in this section is deemed inconsistent with the applicable state law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

Alteration and Assignment

No change in, modification of, or assignment of interest under this Policy shall be effective except when made by a written endorsement to this Policy that is signed by an authorized representative of the Insurer.

Interests Covered

This Identity Fraud Expense Reimbursement Insuring Agreement shall be for the sole benefit of the Insured Persons and the Company. It provides no rights or benefits to any other person, entity or organization.

Name of Insured	Policy Number Processing Date	Effective Date
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Concealment or Misrepresentation

This Identity Fraud Expense Reimbursement Insuring Agreement is void as to any Insured Person if, at any time, such Insured Person intentionally conceals or misrepresents a material fact concerning this

insurance or a claim under this Identity Fraud Expense Reimbursement Insuring Agreement.

Name of Insured	Policy Number Processing Date	Effective Date
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ADD COVERAGE FOR TRUSTEES, DIRECTORS, OFFICERS OR EMPLOYEES OF ANY PLAN – IDENTITY FRAUD EXPENSE REIMBURSEMENT INSURING AGREEMENT – INSURANCE COMPANIES

In consideration of the premium charged, and only with respect to the coverage provided under the Identity Fraud Expense Reimbursement Insuring Agreement made part of this Policy, it is understood and agreed that:

1. The following is added to the definition of Director or Officer in the Definitions section of the General Terms, Conditions and Limitations of the Identity Fraud Expense Reimbursement Insuring Agreement:

Director or Officer shall also mean any natural person who is a duly elected or appointed trustee, director or officer of any Plan.

2. The following is added to the definition of Employee in the Definitions section of the General Terms, Conditions and Limitations of the Identity Fraud Expense Reimbursement Insuring Agreement:

Employee shall also mean any natural person, other than a Leased Employee or Independent Contractor, who is an employee of any Plan, and who is not a Director or Officer, whether such employee is in a supervisory, co-worker or subordinate position or otherwise, including any part-time, seasonal or temporary employee.

3. The following is added to the Definitions section of the General Terms, Conditions and Limitations of the Identity Fraud Expense Reimbursement Insuring Agreement:

Plan means:

- (a) any employee benefit plan (as defined by ERISA) which is operated solely by the Company, or jointly by the Company and a labor organization, for the benefit of the

Employees of the Company located anywhere in the world, if such plan existed before the Policy Period or is afforded coverage pursuant to the Changes In Exposure section;

- (b) any other employee benefit plan not subject to Title 1 of ERISA sponsored solely by the Company for the benefit of the Employees of the Company, if such plan existed before the Policy Period or is afforded coverage pursuant to the Changes In Exposure section;
- (c) any other employee benefit plan if listed as a Plan in an endorsement to this Policy; or
- (d) any government-mandated benefit program for workers compensation, unemployment, social security or disability benefits for Employees;

provided that Plan shall not include any multi-employer plan or employee stock ownership plan (as defined by ERISA) unless such plan is specifically listed as a Plan in an endorsement to this Policy.

4. The following replaces the Acquisition or Creation of Another Entity subsection of the Changes in Exposure section of the General Terms, Conditions and Limitations of the Identity Fraud Expense Reimbursement Insuring Agreement:

Acquisition or Creation of Another Entity or Plan

If during the Policy Period the Company:

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

Name of Insured

**Policy Number
Processing Date**

Effective Date

(c) creates a Plan; or

(d) acquires a Plan through merger into or consolidation with the Company,

this Identity Fraud Expense Reimbursement Insuring Agreement will provide coverage to the Insured Persons of such entity or Plan as follows:

If the fair value of all cash, securities, assumed indebtedness and other consideration paid by the Company for any such creation or acquisition is less than 25% of the total assets of all the Companies, as reflected in the Parent Company's or Plans' most recent financial statements as of the inception of the Policy Period, such Insured Persons shall automatically be covered under this Identity Fraud Expense Reimbursement Insuring Agreement, but only with respect to Identity Fraud Discovered after such creation or acquisition.

With respect to all other creations or acquisitions described in subparts (a), (b), (c) or (d) above, such Insured Persons shall automatically be covered under this Identity Fraud Expense Reimbursement Insuring Agreement, but only for ninety (90) days or the remainder of the Policy Period, whichever is less, following the effective date of such creation or acquisition, ("Automatic Coverage Period") and only with respect to Identity Fraud Discovered after such creation or acquisition. As a condition precedent to further coverage with respect to such Insured Persons after the Automatic Coverage Period, the Parent Company shall give written notice of such creation or acquisition to the Insurer as soon as practicable, but in no event later than forty-five (45) days following the effective date of such creation or acquisition, and shall thereafter promptly provide to the Insurer such information as the Insurer may request. Upon receipt of such notice and other information, the Insurer shall promptly provide to the Parent Company a quotation for coverage under this Identity Fraud Expense Reimbursement Insuring Agreement for such Insured Persons for the remainder of the Policy Period. If the Parent Company fails to comply with such condition precedent, or if within thirty (30) days following receipt of such quotation the Parent Company fails to pay any additional premium or fails to agree to any additional coverage terms and conditions as set forth in such quotation, coverage otherwise afforded by this subsection for such Insured Persons shall terminate upon expiration of the Automatic Coverage Period.

Notwithstanding the foregoing, no coverage shall be afforded under this subsection with respect to the Insured Persons of any multi-employer plan or employee stock ownership plan (as defined by ERISA)

unless such coverage is specifically granted by endorsement to this Policy.

5. The Cessation of Subsidiaries subsection of the General Terms, Conditions and Limitations of the Identity Fraud Expense Reimbursement Insuring Agreement is renamed "Cessation of Subsidiaries or Plans" and the following is added to such subsection:

If during the Policy Period, a Plan ceases to be sponsored by a Company, coverage under this Identity Fraud Expense Reimbursement Insuring Agreement for the Insured Persons of such Plan shall terminate as of the date such Plan ceased to be sponsored by a Company.

6. The following subsection is added to the General Terms, Conditions and Limitations of the Identity Fraud Expense Reimbursement Insuring Agreement:

Termination of Plan

If before or during the Policy Period, a Plan is terminated, coverage under this Identity Fraud Expense Reimbursement Insuring Agreement for the Insured Persons of such Plan shall continue until the termination of the Identity Fraud Expense Reimbursement Insuring Agreement.

All other terms of your policy remain the same.



Travelers SelectOneSM for Investment Advisers and Funds

IDENTITY FRAUD EXPENSE REIMBURSEMENT INSURING AGREEMENT

The following is added to the IMPORTANT NOTE on the Declarations of this Policy:

The Identity Fraud Expense Reimbursement Insuring Agreement made part of this Policy is not claims made coverage. With respect to such agreement, this Policy covers only Identity Fraud Expenses incurred by any Insured Person as a direct result of any Identity Fraud Discovered during the Policy Period.

The following is added to the **LIMITS OF LIABILITY** section of the Declarations of this Policy:

Coverage is effective for the Identity Fraud Expense Reimbursement Insuring Agreement made part of this Policy only if an Each Insuring Agreement Limit of Insurance for the Identity Fraud Expense Reimbursement Insuring Agreement is set forth below.

LIMIT OF INSURANCE

EACH INSURING AGREEMENT LIMIT OF INSURANCE:

Identity Fraud Expense Reimbursement Insuring Agreement: \$ Each
Insured Person for each Identity Fraud

Note: The Each Insuring Agreement Limit of Insurance for the Identity Fraud Expense Reimbursement Insuring Agreement is the maximum amount payable by the Insurer for all Identity Fraud Expenses incurred by each Insured Person as a direct result of each Identity Fraud. The Each Insuring Agreement Limit of Insurance for the Identity Fraud Expense Reimbursement Insuring Agreement is not subject to the Policy Year Total Limit of Liability.

The following is added to the **RETENTIONS** section of the Declarations of this Policy:

Identity Fraud Expense Reimbursement Insuring Agreement: \$ Each
Insured Person for each Identity Fraud

Name of Insured	Policy Number Processing Date	Effective Date
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The following section is added to the **ADDITIONAL INSUREDS** section of the Declarations of this Policy:

Identity Fraud Expense Reimbursement Insuring Agreement:

Additional Insured Persons:

Name of Insured	Policy Number Processing Date	Effective Date
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In consideration of payment of the premium and in reliance upon the statements made in the Application, which are made a part hereof and deemed attached hereto, and subject to the Declarations, the General Terms, Conditions and Limitations of this Identity Fraud Expense Reimbursement Insuring Agreement, and the limitations, conditions, provisions and other terms of this Identity Fraud Expense Reimbursement Insuring Agreement, the Insurer, the Company and the Insured Persons agree as follows:

Identity Fraud Expense Reimbursement Coverage

The Insurer shall reimburse any Insured Person for Identity Fraud Expenses incurred by such Insured Person as a direct result of any Identity Fraud Discovered during the Policy Period.

It is understood and agreed that only with respect to this Identity Fraud Expense Reimbursement Insuring Agreement, the following replaces the General Terms, Conditions and Limitations of this Policy:

GENERAL TERMS, CONDITIONS AND LIMITATIONS

Definitions

When used in this Identity Fraud Expense Reimbursement Insuring Agreement, either in the singular or the plural, the following terms have the following meanings:

Application means all signed applications, including attachments and materials submitted therewith, for this Policy or for any policy of which this Policy is a direct or indirect renewal or replacement. All such applications, attachments and materials are deemed attached to and incorporated into this Policy.

Company means:

- (a) any Investment Adviser named in the Declarations and its Subsidiaries, including any Subsidiary that is an Investment Adviser;
- (b) any Mutual Fund specifically named in the Declarations; or

- (c) any Hedge Fund specifically named in the Declarations, including any entity General Partner or Managing Member thereof.

Director or Officer means:

- (a) any natural person who is a duly elected or appointed director, officer, trustee, in-house general counsel, principal, General Partner, member of the board of managers or management committee member of any Company, or any General Partner that is an entity, incorporated or chartered in the United States of America; or
- (b) with respect to a Company or entity General Partner, incorporated or chartered outside the United States of America, any natural person who is in a position that is the functional equivalent to a position described in paragraph (a) above.

Discovered, Discovery or Discovers means the moment when the Insured Person first becomes aware of facts which would cause a reasonable person to assume that a loss of a type covered under this Identity Fraud Expense Reimbursement Insuring Agreement has been or will be incurred, even though the exact details of loss may not then be known.

Employee means any natural person who is an employee of a Company and who is not a Director or Officer, whether such employee is in a supervisory, co-worker or subordinate position or otherwise, including any part-time, seasonal or temporary employee.

General Partner means:

- (a) any natural person; or
- (b) any entity, including any natural person who is a duly elected or appointed director, officer, trustee, principal, member of the board of managers, or management committee member or general partner of such entity;

that is a general partner of a Company structured as a limited partnership.

Name of Insured	Policy Number	Effective Date
	Processing Date	

Hedge Fund means any pooled investment vehicle that is exempt from regulation under the Investment Company Act of 1940 by virtue of Sections 3(c)(1) or 3(c)(7) thereof, or any other pooled investment vehicle specifically named as a Hedge Fund in the Declarations.

Identity Fraud means the act of knowingly transferring or using, without lawful authority, a means of identification of any Insured Person with the intent to commit, aid or abet any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.

Identity Fraud Expenses means:

(a) costs for notarizing fraud affidavits or similar documents for credit agencies, financial institutions, merchants or other credit grantors that have required that such affidavits be notarized;

(b) costs for certified mail to law enforcement agencies, credit agencies, financial institutions, merchants or other credit grantors;

(c) costs for long distance telephone calls to law enforcement agencies, credit agencies, financial institutions, merchants or other credit grantors to report or discuss any actual Identity Fraud;

(d) lost wages, up to a maximum payment of one thousand dollars (\$1,000) per week for a maximum period of five (5) weeks, as a result of absence from employment:

(i) to communicate with law enforcement agencies, legal counsel, credit agencies, financial institutions, merchants or other credit grantors;

(ii) to complete fraud affidavits or similar documents; or

(iii) due to wrongful incarceration arising solely from someone having committed a crime in an Insured Person's name; provided, that lost wages shall not apply in the case of wrongful incarceration absent all charges being dismissed or an acquittal;

(e) loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information;

(f) reasonable attorney fees incurred, with the Insurer's prior written consent, for:

(i) defense of lawsuits brought against the Insured Person by financial institutions, merchants, other credit grantors or their collection agencies;

(ii) the removal of any criminal or civil judgments wrongly entered against an Insured Person; or

(iii) challenging the accuracy or completeness of any information in a consumer credit report; and

(g) costs for daycare and eldercare incurred solely as a direct result of any Identity Fraud Discovered during the Policy Period.

Insured means the Insured Persons.

Insured Persons means:

(a) Directors or Officers;

(b) Employees;

(c) any natural person who is specifically scheduled as an Additional Insured Person under the Identity Fraud Expense Reimbursement Insuring Agreement in the Additional Insureds section of the Declarations;

(d) any natural person who is the lawful spouse, or person qualifying as a domestic partner under the provisions of any applicable federal, state or local law, of any person described in subparts (a), (b) or (c) above;

(e) any natural person who is a child of any Insured Person described in subparts (a), (b), (c) or (d) above and is:

(i) under the age of eighteen (18) years of age; and

(ii) a resident of the same household of such Insured Person; and

(f) any natural person who is a parent of any Insured Person described in subparts (a), (b), (c) or (d) above and is a resident of the same household of such Insured Person.

Name of Insured	Policy Number	Effective Date
	Processing Date	

Investment Adviser means any entity defined in Section 2(a)(11) of, and registered under, the Investment Advisers Act of 1940, as amended, or any other entity named as an Investment Adviser in the Declarations.

Managing Member means:

- (a) any natural person; or
- (b) any entity, including any natural person who is a duly elected or appointed director, officer, trustee, principal, member of the board of managers, or management committee member or general partner of such entity;

that is a managing member of a Company structured as a limited liability company.

Mutual Fund means any investment company or trust registered under the Investment Company Act of 1940, as amended, including any series or portfolios of any such investment company or trust, or any other investment company or trust specifically named as a Mutual Fund in the Declarations or is afforded coverage under this Identity Fraud Expense Reimbursement Insuring Agreement pursuant to the Changes in Exposure section.

Parent Company means the Company first named in the Declarations.

Policy means the Declarations, General Terms, Conditions and Limitations, each Insuring Agreement, any endorsements hereto, and the Application.

Policy Period means the period of time set forth in the Declarations, subject to prior termination in accordance with the Termination of Coverage section.

Subsidiary means any entity other than a General Partner, Managing Member or Hedge Fund, in which more than 50% of the outstanding voting securities representing the present right to vote for election of directors is owned, directly or indirectly, in any combination, by one or more Companies as of the later of the inception date of: (i) the Policy Period, or (ii) any Insuring Agreement made part of this Policy for which Subsidiaries are Insureds, or is afforded coverage under this Policy pursuant to the Changes in Exposure section.

Exclusions

This Identity Fraud Expense Reimbursement Insuring Agreement shall not apply to, and the Insurer shall have no obligation to reimburse Identity Fraud Expenses for:

1. loss due to any fraudulent, dishonest, or criminal act by the Insured Person who is seeking reimbursement of Identity Fraud Expenses under this Identity Fraud Expense Reimbursement Insuring Agreement or by any person acting in collusion with such Insured Person;
2. an Identity Fraud Discovered during such time that an individual was not an Insured Person;
3. loss resulting directly or indirectly from war, whether or not declared; civil war; insurrection; rebellion or revolution; military, naval or usurped power; government intervention, expropriation or nationalization; or any act or condition related to any of the foregoing; or
4. loss resulting directly or indirectly from nuclear reaction, nuclear radiation, radioactive contamination, biological or chemical contamination or any related act or incident.

Limit of Insurance and Retention

For the purpose of this Identity Fraud Expense Reimbursement Insuring Agreement, all acts incidental to an Identity Fraud, any series of related Identity Frauds, and all Identity Frauds arising from the same method of operation or a common scheme or plan, whether committed by one or more persons, shall be deemed to arise out of one act and shall be treated as one Identity Fraud.

Limit of Insurance

The Insurer's maximum liability for all Identity Fraud Expenses incurred by each Insured Person for each Identity Fraud Discovered during the Policy Period shall be the Identity Fraud Expense Reimbursement Insuring Agreement Limit of Insurance set forth in the Declarations under the Each Insuring Agreement Limit of Insurance section. If an act causes a covered loss to more than one Insured Person, the Each Insuring Agreement Limit of Insurance for the Identity Fraud

Name of Insured	Policy Number Processing Date	Effective Date
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Expense Reimbursement Insuring Agreement shall apply to each such Insured Person separately.

Retentions

The Insurer's liability with respect to Identity Fraud Expenses arising from each Identity Fraud for each Insured Person shall apply only to that part of Identity Fraud Expenses which are in excess of the Retention set forth in the Declarations under the Retentions section, and such Retention shall be borne by the Insured Person uninsured and at their own risk.

If an act causes a covered loss to more than one Insured Person, the Retention for the Identity Fraud Expense Reimbursement Insuring Agreement shall apply to each such Insured Person separately and there shall be no aggregate Retention.

Period To Report Discovered Loss

This Identity Fraud Expense Reimbursement Insuring Agreement applies only to Identity Fraud that is Discovered during the Policy Period and reported to the Insurer during the Policy Period or within thirty days thereafter.

Insured Person's Duties In The Event Of Loss

Upon knowledge or Discovery of a loss or occurrence that may give rise to a claim under this Identity Fraud Expense Reimbursement Insuring Agreement, the Insured Person shall:

1. give the Insurer written notice thereof as soon as practicable, but in no event later than thirty days after the expiration of the Policy Period;
2. keep books, receipts, bills and other records in such manner that the Insurer can accurately determine the amount of any loss;
3. file a detailed proof of loss, duly sworn to, with the Insurer within four (4) months after the Discovery of such loss;
4. notify law enforcement authorities;
5. at the request of the Insurer, submit to examination under oath and give the Insurer a signed statement of the answers;

6. at the request of the Insurer, produce for the Insurer's examination all pertinent books, receipts, bills, and other records, at such reasonable time and places as the Insurer shall designate; and

7. cooperate with the Insurer in all matters pertaining to loss or claims with respect thereto.

Compliance with all terms and conditions of this Identity Fraud Expense Reimbursement Insuring Agreement is a condition precedent to recovery under this Identity Fraud Expense Reimbursement Insuring Agreement.

Other Insurance

This Identity Fraud Expense Reimbursement Insuring Agreement shall apply only as excess insurance over, and shall not contribute with any other valid and collectible insurance available to the Insured Person. As excess insurance, this Identity Fraud Expense Reimbursement Insuring Agreement will not apply or contribute to the payment of loss or Identity Fraud Expenses until the amount of such other insurance or indemnity has been exhausted by payment of loss or Identity Fraud Expenses covered thereunder. If the limit of the other insurance or indemnity is insufficient to cover the entire amount of loss or Identity Fraud Expenses, this Identity Fraud Expense Reimbursement Insuring Agreement will apply to that part of Identity Fraud Expenses not recoverable or recovered under the other insurance or indemnity. This Identity Fraud Expense Reimbursement Insuring Agreement will not be subject to the terms of any other insurance.

Changes in Exposure

Acquisition or Creation of Another Entity

If during the Policy Period a Company that is an Investment Adviser:

(a) acquires securities in another entity or creates another entity, which as a result of such acquisition or creation becomes a Subsidiary, or acquires any entity by merger or consolidation such that the Investment Adviser is the surviving entity, and if the:

- (i) total assets;
- (ii) gross annual fees; and

Name of Insured	Policy Number	Effective Date
	Processing Date	

(iii) assets under management,

of the created or acquired entity are each less than 15% of the total assets, gross annual fees, and assets under management, respectively, of all Companies that are Investment Advisers as reflected in the Parent Company's most recent financial statements as of the inception of the Policy Period, the Insured Persons of such entity shall automatically be included as Insureds under this Identity Fraud Expense Reimbursement Insuring Agreement; or

(b) creates a Mutual Fund, the Insured Persons of such Mutual Fund shall automatically be covered as Insureds under this Identity Fraud Expense Reimbursement Insuring Agreement,

but only with respect to Identity Fraud Discovered after such creation or acquisition.

With respect to creations or acquisitions described in subpart (a) above that exceed the applicable threshold stated in (a), such Insured Persons shall automatically be included as Insureds under this Identity Fraud Expense Reimbursement Insuring Agreement, but only for forty-five (45) days or the remainder of the Policy Period, whichever is less, following the effective date of such creation or acquisition, ("Automatic Coverage Period") and only with respect to Identity Fraud Discovered after such creation or acquisition. As a condition precedent to further coverage with respect to such Insured Persons after the Automatic Coverage Period, the Parent Company shall give written notice of such creation or acquisition to the Insurer as soon as practicable, but in no event later than forty-five (45) days following the effective date of such creation or acquisition, and shall thereafter promptly provide to the Insurer such information as the Insurer may request. Upon receipt of such notice and other information, the Insurer may, in its absolute discretion, provide to the Parent Company a quotation for coverage under this Identity Fraud Expense Reimbursement Insuring Agreement for such Insured Persons for the remainder of the Policy Period. If the Parent Company fails to comply with such condition precedent, or if within thirty (30) days following receipt of such quotation the Parent Company fails to pay any additional premium or fails to agree to any additional coverage terms and conditions as set forth in such quotation, coverage otherwise afforded by this subsection for such Insured Persons shall terminate upon expiration of the Automatic Coverage Period.

Notwithstanding the foregoing, no coverage shall be afforded by this subsection with respect to the Insured Persons of any Hedge Fund or acquired Mutual Fund unless such coverage is specifically granted by endorsement to this Policy.

Acquisition of Parent Company

If during the Policy Period:

(a) the Parent Company merges into or consolidates with another entity and the Parent Company is not the surviving entity;

(b) the Parent Company that is an Investment Adviser ceases to be registered as an Investment Adviser under the Investment Adviser Act of 1940, as amended;

(c) the Parent Company that is a Mutual Fund ceases to be registered as a Mutual Fund under the Investment Company Act of 1940, as amended;

(d) the Parent Company that is a Hedge Fund ceases to operate as a Hedge Fund; or

(e) another entity or person, or a group of entities or persons acting in concert, acquires the right to elect or otherwise appoint more than 50% of the directors, or members of the board of managers of the Parent Company,

(herein called the "Parent Company Transaction"), coverage under this Identity Fraud Expense Reimbursement Insuring Agreement shall terminate as of the effective date of such Parent Company Transaction.

The Parent Company shall give written notice of such Parent Company Transaction to the Insurer as soon as practicable together with such information as the Insurer may request.

Cessation of Subsidiaries or Mutual Funds

If during the Policy Period, an entity ceases to be a Subsidiary, coverage under this Identity Fraud Expense Reimbursement Insuring Agreement for the Insured Persons of such Subsidiary shall terminate as of the date such entity ceased to be a Subsidiary.

If during the Policy Period, a Company that is a Mutual Fund ceases to be a registered investment company

Name of Insured

**Policy Number
Processing Date**

Effective Date

under the Investment Company Act of 1940, as amended, or, if managed by a Company under this Policy, ceases to be managed by such Company, coverage under this Identity Fraud Expense Reimbursement Insuring Agreement for the Insured Persons of such Mutual Fund shall terminate as of the date such entity ceased to be a registered investment company under the Investment Company Act of 1940, as amended, or ceased to be managed by such Company.

If during the Policy Period, a Company that is a Hedge Fund ceases to operate as, or to qualify as, a private fund under Section 3(c)(1) or 3(c)(7) of the Investment Company Act of 1940, as amended, or, if managed by a Company under this Policy, ceases to be managed by such Company, coverage under this Identity Fraud Expense Reimbursement Insuring Agreement for the Insured Persons of such Hedge Fund shall terminate as of the date such entity ceased to operate as, or to qualify as, a private fund under Section 3(c)(1) or 3(c)(7) of the Investment Company Act of 1940, as amended, or ceased to be managed by such Company.

Territory and Valuation

All premiums, limits, retentions, Identity Fraud Expense and other amounts under this Identity Fraud Expense Reimbursement Insuring Agreement are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is denominated or another element of Identity Fraud Expenses under this Identity Fraud Expense Reimbursement Insuring Agreement is stated in a currency other than United States of America dollars, payment under this Identity Fraud Expense Reimbursement Insuring Agreement shall be made in United States of America dollars at the rate of exchange published in The Wall Street Journal on the date the final judgment is reached, the amount of the settlement is agreed upon or the payment of other element of Identity Fraud Expenses is due, respectively.

Coverage under this Identity Fraud Expense Reimbursement Insuring Agreement shall extend to Identity Fraud occurring anywhere in the world.

Termination of Coverage

This Identity Fraud Expense Reimbursement Insuring Agreement shall terminate at the earliest of the following times:

- (a) the effective date of termination specified in a prior written notice by the Parent Company to the Insurer;
- (b) upon expiration of the Policy Period as set forth in the Declarations;
- (c) ten (10) days after receipt by the Parent Company of a written notice of termination of this Policy from the Insurer for failure to pay a premium when due, unless the premium is paid within such ten (10) day period;
- (d) the effective date of any Parent Company Transaction as described in the Acquisition of Parent Company subsection of the Changes in Exposure section; or
- (e) at such other time as may be agreed upon by the Insurer and the Parent Company.

The Insurer may not terminate this Identity Fraud Expense Reimbursement Insuring Agreement before expiration of the Policy Period, except as provided above for non-payment of a premium. The Insurer shall refund the unearned premium computed at customary short rates if this Identity Fraud Expense Reimbursement Insuring Agreement is terminated by the Parent Company. Under any other circumstances, the refund shall be computed pro rata. Payment or tender of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made as soon as practicable.

Subrogation

In the event of any payment under this Policy, the Insurer shall be subrogated to the extent of such payment to all of the Insureds' rights of recovery, including the Insured Persons' rights to indemnification or advancement from the Company. The Insureds shall execute all papers required and shall do everything necessary to secure and preserve all rights of recovery, including the execution of such documents necessary to enable the Insurer effectively to bring suit in the name of the Insureds.

Name of Insured	Policy Number	Effective Date
	Processing Date	

Recoveries

All recoveries for payments made under this Identity Fraud Expense Reimbursement Insuring Agreement shall be applied, after first deducting the costs and expenses incurred in obtaining such recovery, in the following order of priority:

- 1. first, to the Insured Person to reimburse such Insured Person for Identity Fraud Expenses he or she has paid which would have been paid under this Identity Fraud Expense Reimbursement Insuring Agreement but for the fact that such expenses are in excess of the applicable Limit of Insurance;
- 2. second, to the Insurer in satisfaction of amounts paid or to be paid to the Insured Person in settlement of any covered claim; and
- 3. third, to the Insured Person in satisfaction of any applicable Retention;

Provided, recoveries do not include any recovery from insurance, suretyship, reinsurance, security or indemnity taken for the Insurer's benefit.

Action Against the Insurer

No action shall lie against the Insurer, unless:

- 1. there shall have been full compliance with all of the terms of this Identity Fraud Expense Reimbursement Insuring Agreement;
- 2. such action is brought more than ninety (90) days after the Insured Person has filed proof of loss with the Insurer; and
- 3. such action is brought within two (2) years from the date when the Insured Person first Discovers the loss;

If any limitation in this section is deemed inconsistent with the applicable state law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

Alteration and Assignment

No change in, modification of, or assignment of interest under this Policy shall be effective except when made by a written endorsement to this Policy that is signed by an authorized representative of the Insurer.

Interests Covered

This Identity Fraud Expense Reimbursement Insuring Agreement shall be for the sole benefit of the Insured Persons and the Company. It provides no rights or benefits to any other person, entity or organization.

Concealment or Misrepresentation

This Identity Fraud Expense Reimbursement Insuring Agreement is void as to any Insured Person if, at any time, such Insured Person intentionally conceals or misrepresents a material fact concerning this insurance or a claim under this Identity Fraud Expense Reimbursement Insuring Agreement.

Name of Insured	Policy Number	Effective Date
	Processing Date	

ADD COVERAGE FOR TRUSTEES, DIRECTORS OR OFFICERS OF ANY PLAN – IDENTITY FRAUD EXPENSE REIMBURSEMENT INSURING AGREEMENT – INVESTMENT ADVISERS AND FUNDS

In consideration of the premium charged, and only with respect to the coverage provided under the Identity Fraud Expense Reimbursement Insuring Agreement made part of this Policy, it is understood and agreed that:

1. The following is added to the definition of Director or Officer in the Definitions section of the General Terms, Conditions and Limitations of the Identity Fraud Expense Reimbursement Insuring Agreement:

Director or Officer shall also mean any natural person who is a duly elected or appointed trustee, director or officer of any Plan.

2. The following is added to the Definitions section of the General Terms, Conditions and Limitations of the Identity Fraud Expense Reimbursement Insuring Agreement:

Plan means:

- (a) any employee benefit plan (as defined by ERISA) which is operated solely by the Company, or jointly by the Company and a labor organization, for the benefit of the Employees of the Company located anywhere in the world, if such plan existed as of the later of the inception date of: (i) the Policy Period, or (ii) any Fiduciary Liability Insuring Agreement made part of this Policy, or is afforded coverage under this Policy pursuant to the Changes In Exposure section;
- (b) any other employee benefit plan not subject to Title 1 of ERISA sponsored solely by the Company for the benefit of the Employees of the Company, if such plan existed as of the later of the inception date of: (i) the Policy Period, or (ii) any Fiduciary Liability Insuring

Agreement made part of this Policy, or is afforded coverage under this Policy pursuant to the Changes In Exposure section;

- (c) any other employee benefit plan if listed as a Plan in an endorsement to this Policy; or
- (d) any government-mandated benefit program for workers compensation, unemployment, social security or disability benefits for Employees;

provided that Plan shall not include any multi-employer plan or employee stock ownership plan (as defined by ERISA) unless such plan is specifically listed as a Plan in an endorsement to this Policy.

3. The following replaces the Acquisition or Creation of Another Entity subsection of the Changes in Exposure section of the General Terms, Conditions and Limitations of the Identity Fraud Expense Reimbursement Insuring Agreement:

Acquisition or Creation of Another Entity or Plan

If during the Policy Period a Company that is an Investment Adviser:

- (a) acquires securities in another entity or creates another entity, which as a result of such acquisition or creation becomes a Subsidiary, or acquires any entity by merger or consolidation such that the Investment Adviser is the surviving entity, and if the:
 - (i) total assets;
 - (ii) gross annual fees; and
 - (iii) assets under management,

Name of Insured	Policy Number	Effective Date
	Processing Date	

of the created or acquired entity are each less than 15% of the total assets, gross annual fees, and assets under management, respectively, of all Companies that are Investment Advisers as reflected in the Parent Company's most recent financial statements as of the inception of the Policy Period, the Insured Persons of such entity shall automatically be included as Insureds under this Identity Fraud Expense Reimbursement Insuring Agreement;

(b) creates a Plan or acquires a Plan through merger into or consolidation with a Plan of such Company, if the Plan assets are less than 15% of the total assets of all of the Plans, as reflected in the Plans' most recent financial statements as of the inception of the Policy Period, such Plan's Insured Persons shall automatically be included as Insureds under this Identity Fraud Expense Reimbursement Insuring Agreement; or

(c) creates a Mutual Fund, the Insured Persons of such Mutual Fund shall automatically be covered as Insureds under this Identity Fraud Expense Reimbursement Insuring Agreement,

but only with respect to Identity Fraud Discovered after such creation or acquisition.

With respect to all other creations or acquisitions described in subparts (a) or (b) above that exceed the applicable threshold stated in (a) or (b), such Insured Persons shall automatically be included as Insureds under this Identity Fraud Expense Reimbursement Insuring Agreement, but only for forty-five (45) days or the remainder of the Policy Period, whichever is less, following the effective date of such creation or acquisition, ("Automatic Coverage Period") and only with respect to Identity Fraud Discovered after such creation or acquisition. As a condition precedent to further coverage with respect to such Insured Persons after the Automatic Coverage Period, the Parent Company shall give written notice of such creation or acquisition to the Insurer as soon as practicable, but in no event later than forty-five (45) days following the effective date of such creation or acquisition, and shall thereafter promptly provide to the Insurer such information as the Insurer may request. Upon receipt of such notice and other information, the Insurer may, in its absolute discretion, provide to the Parent Company a quotation for coverage under this Identity Fraud Expense Reimbursement Insuring Agreement for such Insured Persons for the remainder of the Policy Period. If the Parent Company fails to comply with such condition precedent, or if within thirty (30) days following receipt of such quotation the Parent Company fails to pay any additional premium or fails to

agree to any additional coverage terms and conditions as set forth in such quotation, coverage otherwise afforded by this subsection for such Insured Persons shall terminate upon expiration of the Automatic Coverage Period.

Notwithstanding the foregoing, no coverage shall be afforded by this subsection with respect to the Insured Persons of any Hedge Fund, multi-employer plan or employee stock ownership plan (as defined by ERISA), or acquired Mutual Fund unless such coverage is specifically granted by endorsement to this Policy.

4. The Cessation of Subsidiaries or Mutual Funds subsection of the General Terms, Conditions and Limitations of the Identity Fraud Expense Reimbursement Insuring Agreement is renamed "Cessation of Subsidiaries, Mutual Funds or Plans" and the following is added to such subsection:

If during the Policy Period, a Plan ceases to be sponsored by an Investment Adviser, coverage under this Identity Fraud Expense Reimbursement Insuring Agreement for the Insured Persons of such Plan shall terminate as of the date such Plan ceased to be sponsored by such Investment Adviser.

If during the Policy Period, a Plan is terminated, coverage under this Identity Fraud Expense Reimbursement Insuring Agreement for the Insured Persons of such Plan shall continue until the termination of the Identity Fraud Expense Reimbursement Insuring Agreement.

All other terms of your policy remain the same.

**IDENTITY THEFT RESOLUTION SERVICES ENDORSEMENT –
IDENTITY FRAUD EXPENSE REIMBURSEMENT INSURING
AGREEMENT**

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

1. The following replaces the Identity Fraud Expense Reimbursement Coverage of the Identity Fraud Expense Reimbursement Insuring Agreement made part of this Policy:

All other terms of your policy remain the same.

Identity Fraud Expense Reimbursement Coverage

The Insurer shall reimburse any Insured Person for Identity Fraud Expenses incurred by such Insured Person as a direct result of any Identity Fraud Discovered during the Policy Period. Additionally, any such Insured Person will have access to Resolution Services from a consumer fraud specialist provided by the Insurer who will assist in the process of restoring such Insured Person's identity.

2. The following is added to the Definitions section of General Terms, Conditions and Limitations of the Identity Fraud Expense Reimbursement Insuring Agreement:

Resolution Services includes ordering a credit report, alerting credit reporting agencies, providing credit monitoring, and preparing documentation and letters. Insured Persons are limited to a maximum of three six (6) month enrollments with the consumer fraud specialist provided by the Insurer for any one Identity Fraud.

Resolution Services are not available to any individual under fourteen (14) years old and are limited to those services not involved in the obtaining of credit report information for any individual aged fourteen (14) to seventeen (17) years old.

Name of Insured

**Policy Number
Processing Date**

Effective Date

**ADDITIONAL INSURED PERSON ENDORSEMENT –
SCHEDULED POSITIONS - IDENTITY FRAUD EXPENSE
REIMBURSEMENT INSURING AGREEMENT**

In consideration of the premium charged, and only with respect to the coverage provided under the Identity Fraud Expense Reimbursement Insuring Agreement made part of this Policy, it is understood and agreed that the following is added to the definition of Insured Persons in the Definitions section of the General Terms, Conditions and Limitations of the Identity Fraud Expense Reimbursement Insuring Agreement:

Insured Persons shall also mean:

(1) any natural person who holds a position listed in the SCHEDULE below;

(2) any natural person who is the lawful spouse, or person qualifying as a domestic partner under the provisions of any applicable federal, state or local law, of any person described in subpart (1) above;

(3) any natural person who is a child of any Insured Person described in subparts (1) or (2) above and is:

(a) under the age of eighteen (18) years of age; and

(b) a resident of the same household of such Insured Person; and

(4) any natural person who is a parent of any Insured Person described in subparts (1) or (2) above and is a resident of the same household of such Insured Person.

All other terms of your policy remain the same.

SCHEDULE – TITLE OR POSITION

Name of Insured	Policy Number	Effective Date
	Processing Date	

**IDENTITY FRAUD EXPENSE REIMBURSEMENT INSURING
AGREEMENT DECLARATIONS AMENDATORY ENDORSEMENT**

In consideration of the premium charged, it is understood and agreed that the Identity Fraud Expense Reimbursement Insuring Agreement is amended by replacing the Item(s) set forth in its Declarations with the corresponding Item(s) below. Only items with an X in the box apply.

LIMITS OF LIABILITY

Coverage is effective for the Identity Fraud Expense Reimbursement Insuring Agreement made part of this Policy only if an Each Insuring Agreement Limit of Insurance for the Identity Fraud Expense Reimbursement Insuring Agreement is set forth below.

LIMIT OF INSURANCE

EACH INSURING AGREEMENT LIMIT OF INSURANCE:

Identity Fraud Expense Reimbursement Insuring Agreement: \$ Each
Insured Person for each Identity Fraud

Note: The Each Insuring Agreement Limit of Insurance for the Identity Fraud Expense Reimbursement Insuring Agreement is the maximum amount payable by the Insurer for all Identity Fraud Expenses incurred by each Insured Person as a direct result of each Identity Fraud. The each Insuring Agreement Limit of Insurance for the Identity Fraud Expense Reimbursement Insuring Agreement is not subject to the Policy Year Total Limit of Liability.

RETENTIONS

Identity Fraud Expense Reimbursement Insuring Agreement: \$ Each Insured Person for
each Identity Fraud

ADDITIONAL INSUREDS

Identity Fraud Expense Reimbursement Insuring Agreement:

Additional Insured Persons:

All other terms of your policy remain the same.

Name of Insured	Policy Number	Effective Date
	Processing Date	

**RENEWAL CERTIFICATE – IDENTITY FRAUD EXPENSE
REIMBURSEMENT INSURING AGREEMENT**

Policy Number:

In consideration of the premium charged, and in reliance upon the statements made in the Application, which are made a part hereof and deemed attached hereto, and subject to the Declarations below and the General Terms, Conditions and Limitations of the Identity Fraud Expense Reimbursement Insuring Agreement, and the limitations, conditions, provisions and other terms of the Identity Fraud Expense Reimbursement Insuring Agreement, the Insurer, the Company and the Insured Persons agree that the Identity Fraud Expense Reimbursement Insuring Agreement for the above numbered Policy is renewed for the Policy Period set forth below:

The following is added to the IMPORTANT NOTE on the Declarations of this Policy:

The Identity Fraud Expense Reimbursement Insuring Agreement made part of this Policy is not claims made coverage. With respect to such agreement, this Policy covers only Identity Fraud Expenses incurred by any Insured Person as a direct result of any Identity Fraud Discovered during the Policy Period.

The following is added to the LIMITS OF LIABILITY section of the Declarations of this Policy:

Coverage is effective for the Identity Fraud Expense Reimbursement Insuring Agreement made part of this Policy only if an Each Insuring Agreement Limit of Insurance for the Identity Fraud Expense Reimbursement Insuring Agreement is set forth below.

LIMIT OF INSURANCE

EACH INSURING AGREEMENT LIMIT OF INSURANCE:

Identity Fraud Expense Reimbursement Insuring Agreement: \$ Each
Insured Person for each Identity Fraud

Note: The Each Insuring Agreement Limit of Insurance for the Identity Fraud Expense Reimbursement Insuring Agreement is the maximum amount payable by the Insurer for all Identity Fraud Expenses incurred by each Insured Person as a direct result of each Identity Fraud. The each Insuring Agreement Limit of Insurance for the Identity Fraud Expense Reimbursement Insuring Agreement is not subject to the Policy Year Total Limit of Liability.

POLICY PERIOD From 12:01 A.M. to 12:01 A.M. Local time at the address of the Company

Name of Insured	Policy Number	Effective Date
	Processing Date	

**AMEND DEFINITION OF INSURED PERSONS – EXCLUDE
STUDENTS WHO ARE PART-TIME EMPLOYEES - IDENTITY
FRAUD EXPENSE REIMBURSEMENT INSURING AGREEMENT**

In consideration of the premium charged, it is hereby understood and agreed that only with respect to the Identity Fraud Expense Reimbursement Insuring Agreement made part of this Policy, Insured Persons does not include any Employee who is a student and a part-time employee.

All other terms of your policy remain the same.

Name of Insured	Policy Number	Effective Date
	Processing Date	

AMEND DEFINITION OF INSURED PERSONS – FAMILY MEMBERS ENDORSEMENT - IDENTITY FRAUD EXPENSE REIMBURSEMENT INSURING AGREEMENT

In consideration of the premium charged, it is hereby understood and agreed that only with respect to the Identity Fraud Expense Reimbursement Insuring Agreement made part of this Policy, the following replaces subpart (e) of the definition of Insured Persons:

- (e) any natural person who is a child of any Insured Person described in subparts (a), (b), (c) or (d) above and is:
 - (i) under the age of twenty-five (25) years of age; and
 - (ii) a resident of the same household of such Insured Person; and

All other terms of your policy remain the same.

Name of Insured	Policy Number Processing Date	Effective Date
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Rate Information

Rate data does NOT apply to filing.

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status: Approved 08-02-2007

Comments:

Attachments:

2007 PC NAIC Transmittal Forms.pdf
SelectOne ID Fraud Countrywide Forms Index.pdf

Satisfied -Name: Cover Letter

Review Status: Approved 08-02-2007

Comments:

Attachment:

AR Final(1) Form Letters 4.pdf

17. Reference Organization # & Title	N/A
18. Company's Date of Filing	July 23, 2007
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	2007-05-0016
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21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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The principal reason for this filing is to add an Identity Fraud Expense Reimbursement Insuring Agreement to the four SelectOne programs: (1) Community Banks, (2) Credit Unions, (3) Insurance Companies and (4) Investment Advisers and Funds. Please refer to the cover letter for complete details of this submission.

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 #:
Amount:

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

Effective March 1, 2007

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

Countrywide Forms Index
 SelectOne Identity Fraud Expense Reimbursement Insuring Agreement
 2007-05-0016

Form Number	Ed./Rev. Date	Title	Description	Mandatory or Optional	Community Banks	Credit Unions	Insurance Companies	Investment Advisers and Funds
59136	Ed. 6-07	ID Fraud Application	New Business Application	O	X	X	X	X
59137	Ed. 6-07	ID Fraud Renewal Application	Renewal Business Application	O	X	X	X	X
CBIDF001	Ed. 6-07	Identity Fraud Expense Reimbursement Insuring Agreement - Community Banks	Insuring Agreement - extends coverage to Insured Persons	O	X			
CBIDF002	Ed. 6-07	Add Coverage for Insured Persons of Plans	Adds coverage for Insured Persons of Employee Benefit Plans - broadens coverage	O	X			
CUIDF001	Ed. 6-07	Identity Fraud Expense Reimbursement Insuring Agreement - Credit Unions	Insuring Agreement - extends coverage to Insured Persons	O		X		

Countrywide Forms Index
 SelectOne Identity Fraud Expense Reimbursement Insuring Agreement
 2007-05-0016

Form Number	Ed./Rev. Date	Title	Description	Mandatory or Optional	Community Banks	Credit Unions	Insurance Companies	Investment Advisers and Funds
CUIDF002	Ed. 6-07	Add Coverage for Insured Persons of Plans	Adds coverage for Insured Persons of Employee Benefit Plans - broadens coverage	O		X		
INIDF001	Ed. 6-07	Identity Fraud Expense Reimbursement Insuring Agreement - Insurance Companies	Insuring Agreement - extends coverage to Insured Persons	O			X	
INIDF002	Ed. 6-07	Add Coverage for Insured Persons of Plans	Adds coverage for Insured Persons of Employee Benefit Plans - broadens coverage	O			X	

Countrywide Forms Index
 SelectOne Identity Fraud Expense Reimbursement Insuring Agreement
 2007-05-0016

Form Number	Ed./Rev. Date	Title	Description	Mandatory or Optional	Community Banks	Credit Unions	Insurance Companies	Investment Advisers and Funds
IVIDF001	Ed. 6-07	Identity Fraud Expense Reimbursement Insuring Agreement - Investment Advisers and Funds	Insuring Agreement - extends coverage to Insured Persons	O				X
IVIDF002	Ed. 6-07	Add Coverage for Insured Persons of Plans	Adds coverage for Insured Persons of Employee Benefit Plans - broadens coverage	O				X
SOIDF001	Ed. 6-07	Identity Theft Resolution Services Endorsement	Adds coverage for Resolution Services - broadens coverage	O	X	X	X	X
SOIDF002	Ed. 6-07	Additional Insured Person - Scheduled Positions	Add coverage for scheduled positions - broadens coverage	O	X	X	X	X

Countrywide Forms Index
 SelectOne Identity Fraud Expense Reimbursement Insuring Agreement
 2007-05-0016

Form Number	Ed./Rev. Date	Title	Description	Mandatory or Optional	Community Banks	Credit Unions	Insurance Companies	Investment Advisers and Funds
SOIDF003	Ed. 6-07	Declarations Amendatory Endorsement	Used to amend Declarations items - can broaden or restrict coverage	O	X	X	X	X
SOIDF004	Ed. 6-07	Renewal Certificate	Used to renew the Identity Fraud Expense Reimbursement Insuring Agreement - clarifies coverage	O	X	X	X	X
SOIDF005	Ed. 6-07	Additional Company or Companies Endorsement	Used to add additional companies - broadens coverage	O	X	X	X	X
SOIDF006	Ed. 6-07	Amend Definition of Insured Persons - Exclude Employees who are Members of a Labor Organization	Exclude coverage for labor organizations - restricts coverage	O	X	X	X	X
SOIDF007	Ed. 6-07	Amend Definition of Insured Persons - Exclude Students who are Part-Time Employees	Excludes coverage for students who are part-time employees - restricts coverage	O	X	X	X	X
SOIDF008	Ed. 6-07	Amend Definition of Insured Persons - Exclude Part-Time, Seasonal or Temporary Employees	Excludes coverage for part-time, seasonal or temporary employees - restricts coverage	O	X	X	X	X
SOIDF009	Ed. 6-07	Amend Definition of Insured Persons - Exclude Part-Time Employees	Excludes coverage for part-time employees - restricts coverage	O	X	X	X	X

Countrywide Forms Index
 SelectOne Identity Fraud Expense Reimbursement Insuring Agreement
 2007-05-0016

Form Number	Ed./Rev. Date	Title	Description	Mandatory or Optional	Community Banks	Credit Unions	Insurance Companies	Investment Advisers and Funds
SOIDF010	Ed. 6-07	Amend Definition of Insured Persons -Family Members Endorsement	includes coverage for children under the age of 25 - broadens coverage	O	X	X	X	X
SOIDF011	Ed. 6-07	Amend Definition of Identity Fraud Expenses Cellular Phone Charges	includes coverage for cellular phone charges - broadens coverage	O	X	X	X	X
SOIDF012	Ed. 6-07	Amend Definition of Insured Persons - Children to Age 21	extend coverage to children age 21 part of household - broadens coverage	O	X	X	X	X
SOIDF013	Ed. 6-07	Amend Definition of Insured Persons - Remove Household Residency Requirement for Children	extend coverage to children age 18 who are not part of household - broadens coverage	O	X	X	X	X
SOIDF014	Ed. 6-07	Amend Definition of Identity Fraud Expenses Amend Lost Wages	coverage for lost wages not limited to \$ 1,000 per week - broadens coverage	O	X	X	X	X



One Tower Square, 2SHS
Hartford, CT 06183

Michelle Smith Cotto
Travelers Bond and Financial Products
Phone: (860) 277-2345
FAX: (866) 235-4951
Email: msmithco@travelers.com

July 23, 2007

Honorable Mike Pickens
Commissioner of Insurance
Arkansas Insurance Dept
1200 West Third Street
Little Rock, AR 72201-1904

2007-05-0016

Enhancement Filing - Forms

Crime/Fidelity

SelectOne for Community Banks

SelectOne for Credit Unions

SelectOne for Insurance Companies

SelectOne for Investment Advisers and Funds

St. Paul Mercury Insurance Company

3548-24791 41-0881659

In compliance with the insurance laws and regulations of your state, we submit an enhancement to the following programs:

- SelectOne for Community Banks, which was approved by your department on February 10, 2004 under company filing number 2002-10-0019.
- SelectOne for Credit Unions, which was approved by your department on July 17, 2004 under company filing number 2004-05-0029.
- SelectOne for Insurance Companies, which was approved by your department on April 2, 2004 under company filing number 2003-08-0001.
- SelectOne for Investment Advisers and Funds, which was approved by your department on August 1, 2005 under company filing number 2005-02-0001.

This filing adds an Identity Fraud Expense Reimbursement program and consists of optional applications and endorsements that are available to all eligible policyholders. These coverages are being "a" rated.

Enclosures and Implementation

The following are enclosed to facilitate your review:

- Form listing and final prints of each form.
- Any applicable state filing forms and fees.

We propose to implement this filing with respect to all new and renewal businesses effective on or after August 22, 2007 or any earlier date allowed by state law. Should you have any questions, please feel free to call me at (860) 277-2345.

Regards,

Michelle Smith Cotto